



REGION 4 UTAH ACQUISITION SUPPORT CENTER INSTRUCTIONAL COVER SHEET

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

SOLICITATION NO. **AG-84N8-S-13-0040**

PROPOSALS ARE SOLICITED FOR: **STUART GUARD STATION/GARAGE EXTERIOR PAINT – MANTI-LA SAL NATIONAL FOREST**

IMPORTANT – NOTICE TO OFFEROR:

OFFEROR SHALL SUBMIT THE FOLLOWING DOCUMENTS WITH THEIR RESPONSE TO THIS SOLICITATION:

1. SF 1442 (Complete, date, and sign)
2. Schedule of Items
3. Representations and Certifications (Complete the Representations and Certifications electronically in the Online website at <http://sam.gov>)
4. Technical proposal that identifies the criteria to be evaluated as noted in Section M.
5. Attachment 07 Experience and Equipment Information Form (or similar information form).
6. Completed and signed AGAR 104 A

IT IS REQUIRED YOU WRITE THE SOLICITATION NUMBER ON THE OUTSIDE OF YOUR ENVELOPE. QUOTES MAY BE FAXED TO 801-975-3483.

Return to: Utah Acquisition Support Center
2222 West 2300 South
Salt Lake City, UT 84119
Solicitation No. AG-84N8-S-13-0010

IT IS **REQUIRED** THAT ALL CONTRACTOR'S BE REGISTERED IN THE SAM.GOV DATABASE PRIOR TO AWARD UNDER THIS SOLICITATION.

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	AG-84N8-S-13-0040	<input type="checkbox"/> Negotiated (RFQ)	03/19/2013	1 of 28

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY UTAH ACQUISITION SUPPORT CENTER 2222 WEST 2300 SOUTH SALT LAKE CITY, UTAH 84119	CODE	8. ADDRESS OFFER TO UTAH ACQUISITION SUPPORT CENTER ATTN: Jammie Lindsay 2222 WEST 2300 SOUTH SALT LAKE CITY, UTAH 84119
9. FOR INFORMATION CALL:	A. NAME Jammie Lindsay (Contracting) Cathy Christensen(Technical)	B. TELEPHONE NO. <i>(Include area code)</i> (NO COLLECT CALLS) 801-975-3444 435-636-3552

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)*:

Price Range

The project magnitude is under \$25,000

11. The Contractor shall begin performance within 10 calendar days and complete it within 20 calendar days after receiving
 award, notice to proceed. This performance period is mandatory, negotiable. *(See ____.)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?

 YES NO

12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offer to perform the work required are due at the place specified in Item 8 by **3:00 pm local time April 10, 2013**. 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.
- 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 60 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. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE

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

AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE						20C. OFFER DATE			

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA			
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		
26. ADMINISTERED BY CODE		27. PAYMENT WILL BE MADE BY		

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (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, requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the	<input type="checkbox"/> 29. AWARD (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.
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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 BY	31C. AWARD DATE

Section C – 2013 Stuart Visitor Center and Garage Exterior Paint

GENERAL SPECIFICATIONS

1.1 SCOPE OF CONTRACT

- A. This project includes the painting of the exterior wood siding of the Stuart Visitor Center and Stuart Garage as indicated on drawings and specifications.
- B. The work also includes preparing all the surfaces for painting and priming.
- C. Quantities associated with these options are identified in the Schedule of Items.

1.2 PROJECT LOCATION

- A. The project is located in the Ferron/Price Ranger District of the Manti-La Sal National Forest, Emery County, Utah, in Section 8, T 15 S, R 7 E. It is located approximately 20 mile north of Huntington, Utah on UT Highway 31.

1.3 SITE INFORMATION AND LIMITATIONS

- A. The following site conditions are considered incidental to the contract and the contractor will not be paid directly for any of the following items:
 - 1. **Water will be available at the site for construction purposes.**
 - 2. Toilet facilities are available at the site.
 - 3. Electricity and heat are not available at the site

1.4 WORK CAMPS, STAGING AND STORAGE AREAS

- A. Areas for staging operations and storage of materials shall be approved by the CO. The Contractor must request in writing for approval from the CO to stage trailers on site.

1.5 INSPECTION OF WORKSITE

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

1.6 START DATE

- A. July 2013

1.7 CONTRACT TIME

- A. Base Bid: 20 Calendar Days

1.8 SPECIFICATIONS

- A. The following specifications are attached. Some sections in the schedule of items refer to other sections not listed and are subsidiary to, or are included in payment for other pay items in this contract. These items are considered incidental and no additional compensation will be made.

099100 Exterior Painting

END OF SECTION C

March 2013

Section D - Packaging and Marking

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

Section E - Inspection and Acceptance

E.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-12 Inspection of Construction (AUG 1996)

E.2 Inspection and Acceptance

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

Section F - Deliveries or Performance

F.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work (APR 1984)

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the Notice to Proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use Twenty (20) calendar days after the date the contractor received the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

AGAR 452.236-75 Maximum Workweek – Construction Schedule (NOV 1996)

Within 10 calendar days after receipt of a written request from the Contracting Officer, the Contractor must submit the following information 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 proposed to carry out the work.

The maximum workweek that will be approved is to be negotiated if needed.

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
Contracting Officer, USDA-FS
Utah Acquisition Support Center
2222 West 2300 South, 2nd Floor
Salt Lake City, UT 84119

G-2. CONTRACTING OFFICER'S REPRESENTATIVE

An awarded contract **will** have a Contracting Officer's Representative (COR). Such designations will be made 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.

G-4. INVOICES

The vendor will provide an invoice for each transaction. Each invoice will contain the following information:

1. Name of Contractor
2. Contractor Address
3. Contractor Phone Number
4. Contract Number
5. Date of Delivery or Receipt
6. Itemized List of Supplies or Services Furnished
7. Quantity, Unit Price, and Applicable Discounts
8. Signature of Person Receiving Supplies or Services

An invoice shall be submitted after each transaction stating their total dollar value, supported by receipt copies. The information will be the responsibility of the contractor. Failure to provide this information will result in delayed payment.

Section H - Special Contract Requirements

H-1. PHYSICAL DATA (FAR 52.236-4)(APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by visual inspection and physical measurements.

(b) Weather conditions n/a.

(c) Transportation facilities n/a.

(d) n/a

H-2 FIRE PRECAUTIONS

This plan outlines the channels of responsibility for fire prevention and suppression activities and sets up an attack procedure in the event of fire within the Project Area. The Project Area is defined as that area which is in and adjacent to the project rights-of-way and work areas and all roads used in connection with the work.

I. RESPONSIBILITIES

A. Contractor

Fire Suppression

1. It is understood and agreed that the Contractor will do all in his power to prevent and suppress fires on or adjacent to the Project Area, as stipulated in the contract.

2. Is responsible for and will direct all fires activities on the project until relieved by a Forest Officer and will insure that prevention and suppression action are in accordance with contract requirements, including this fire plan. He will delegate the next higher in authority on the job to be responsible for the above activities when he is not on the project.

3. In line with this agreement, men will be supplied from the Contractor's crew to fight fires on the project area up to the total number of men employed by the Contractor as they are needed by the Fire Boss. The Forest Service will make every effort to avoid calling on the Contractor for action on fires outside the Contract project area except in emergencies and will call out all needed available help to control fires in the general area.

4. The Contractor issues that this Fire Plan will be complied with by him and his employees for the duration of the contract.

B. Forest Service District Ranger

1. Is responsible for all fire activities on the Ranger District on which the contract project is located. He or his representative will discuss the fire plan with the Contractor and will discuss with him the equipment and manpower action to be taken when a fire occurs. He will notify the Contractor through the Contracting Officer's Representative (COR) to take correction measures when fire requirements are not complied with.

II. CONTRACTOR'S RESPONSIBILITY WHEN A FIRE OCCURS WITHIN THE CONTRACT PROJECT AREA

A. He will immediately send the entire contract crew with tools and equipment to the fire and take initial-attack suppression action.

B. Immediately notify the nearest Forest Service Fire Control Officer or other Forest Service employee of fire location and action taken

C. Designate a man to act as dispatcher who will handle messages and initiate action upon request until relieved.

III. CONTRACTOR FURNISHED MANPOWER, TOOLS, AND EQUIPMENT REQUIRED ON ALL CONTRACTS (PROJECTS) DURING FIRE SEASON

A. The Contractor shall furnish to the COR a list of manpower and equipment used on the contract on forms furnished by the Forest Service. Changes in Contractor's personnel shall be reflected in amendment to the list.

Fire Prevention

Smoking. Will be prohibited in the woods during the fire season, May 10 through October 20, except in areas agreed upon by the Contractor and Contracting Officer's Representative. No smoking is permitted while walking or working in the woods.

Refueling Chainsaw/Soil Auger. Refueling will be confined to a six-foot diameter cleared to mineral earth. Chainsaws/soil auger sparks arrester shall be U.S. Forest Service approved, and will be cleaned daily. A size "0" or larger round-pointed shovel with a minimum of a 38-1/2" handle and a fire extinguisher shall be within 10 feet of actual point of chainsaw/soil auger operation.

Burning, Blasting, or Welding. Permit will be required and will contain special stipulations pertinent to the particular job.

Spark Arresters. All internal combustion power equipment used by the Contractor on the project shall be equipped with an approved spark arrester as set forth in the publication of the USDA Forest Service, entitled "Standard 5100-1a for Spark Arresters for Internal Combustion Engines" as amended under date of July 1970, and be listed in the most recent "Spark Arrester Guide" as having been approved as meeting above standard. They shall be cleaned regularly and maintained in satisfactory working condition. The following are exempt from the requirements of the rule:

(a) Turbo-charged internal combustion engines in which 100 percent of the exhaust gasses pass through a turbo-charged;

(b) Engines of passenger carrying vehicles and light trucks equipped with a muffler with baffles that are kept in good repair (glass packs are not an approved muffler for wildland work);

(c) Water pumping equipment used in firefighting.

Spark arresters must comply with all State and Federal fire requirements.

Lunch and Warming Fires. Cooking and warming fires will not normally be permitted and then only by written permit by the COR which contain stipulations regulating use of such fires.

Hand Tools. The Contractor shall furnish one size "0" shovel (38-1/2" handle minimum) or larger, one axe, or pulaski with 26" handle or larger, and one 5 BC or larger rated pressurized fire extinguisher for each truck, each personal vehicle, each tractor, and each grader. For each welder he shall furnish one size "0" shovel and one backpump pump. For each gasoline power tools (power saw, soil auger, etc.), one shovel (38-1/2" handle minimum) and one 8-ounce or larger BC rated chemical-pressurized fire extinguisher.

Contractor shall also furnish any other equipment called for elsewhere in the contract. The shovel and fire extinguisher will be located within 10feet of the operating chainsaw/power auger.

Storage and Parking Areas. Equipment service area, parking area, and gas and oil drum storage areas will be cleared of all flammable material for a radius of at least fifty feet. These areas must be approved in writing by the Contracting Officer's Representative in advance of use. Small stationary engine sites shall be cleared of flammable material for a radius of at least fifteen feet from such engine.

Fire Tool Box. A red fire tool box will be required to be on each work site while work is being performed. This fire tool box will contain sufficient tools to equip all persons engaged in Contractor's operation. Fire tools shall be used only for suppressing wildfires. Tools shall be stored in fireboxes provided by the Contractor and readily available to employees. Each tool box shall be marked, "Tools for Fire Only." The COR will inspect the fire tool box and then seal the box.

H-3 Storage of fuel and other toxicants within Riparian Conservation Areas (RCA – within 300 feet of live stream)

Storage of fuel and other toxicants within Riparian Conservation Areas (RCA – within 300 feet of live streams) is prohibited. Refueling of equipment may be done within the RCA only at locations approved by the CO. Centrifugal pumps used for removing water from structure excavation shall sit in a secondary spill container with sufficient capacity to contain the quantity of fuel in the pump fuel tank. A Spill Prevention & Containment Plan is required and shall be submitted to the CO for approval prior to beginning construction. A sample plan form is available and can be obtained at the Pre-Work Meeting. A spill containment kit shall be available on site that is to accommodate potential spills from the equipment used during construction.

Section I - Contract Clauses

52.202-1 Definitions. (JAN 2012)

52.203-5 Covenant Against Contingent Fees. (APR 1984)

52.204-7 Central Contractor Registration. (DEC 2012)

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 180 calendar days after the date the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.
(End of clause)

52.211-18 Variation in Estimated Quantity. (APR 1984)

52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)

52.222-3 Convict Labor. (JUN 2003)

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

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

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

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

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

(End of provision)

52.222-6 Davis-Bacon Act. (JUL 2005)

52.222-7 Withholding of Funds. (FEB 1988)

52.222-8 Payrolls and Basic Records. (JUN 2010)

52.222-9 Apprentices and Trainees. (JUL 2005)

52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)

52.222-11 Subcontracts (Labor Standards). (JUL 2005)

52.222-12 Contract Termination - Debarment. (FEB 1988)

52.222-13 Compliance with Davis-Bacon and Related Act Regulations. (FEB 1988)

52.222-14 Disputes Concerning Labor Standards. (FEB 1988)

52.222-15 Certification of Eligibility. (FEB 1988)

52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

52.222-26 Equal Opportunity. (MAR 2007)

52.222-50 Combating Trafficking in Persons. (FEB 2009)

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

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

(1) The product cannot be acquired--

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

(i) Spacecraft system and launch support equipment.

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

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

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

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

(2) Submit this report no later than-

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

(ii) At the end of contract performance; and

(3) Contact the environmental point of contact to obtain the preferred submittal format, if

that format is not specified in this contract.

(d) The environmental point of contact for this contract is: [*Contracting Officer shall insert full name, phone number, and email address. In addition, the Contracting Officer may include the agency Web site for reporting.*]

(End of clause)

52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)

52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

52.232-5 Payments under Fixed-Price Construction Contracts. (SEP 2002)

52.232-27 Prompt Payment For Construction Contracts. (OCT 2008)

52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)

52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION 2012-00014) (August 2012)

52.233-1 Disputes. (JUL 2002)

52.233-3 Protest after Award. (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.236-2 Differing Site Conditions. (APR 1984)

52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)

52.236-5 Material and Workmanship. (APR 1984)

52.236-7 Permits and Responsibilities. (NOV 1991)

52.236-8 Other Contracts. (APR 1984)

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)

52.236-10 Operations and Storage Areas. (APR 1984)

52.236-11 Use and Possession Prior to Completion. (APR 1984)

52.236-12 Cleaning Up. (APR 1984)

52.236-14 Availability and Use of Utility Services. (APR 1984)

52.236-15 Schedules for Construction Contracts. (APR 1984)

52.236-26 Preconstruction Conference. (FEB 1995)

52.243-4 Changes. (JUN 2007)

52.244-6 Subcontracts for Commercial Items. (DEC 2010)

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

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a)).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual

obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.246-21 Warranty of Construction. (MAR 1994)

52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)

52.249-10 Default (Fixed-Price Construction). (APR 1984)

452.236-71 Prohibition Against the Use of Lead-Based Paint. (NOV 1996)

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)

Section J - List of Documents, Exhibits, and Other Attachments

Attachment 01 - Specifications	4 Pages
Attachment 02 – Stuart Title	1 Page
Attachment 03- Stuart Elevation Paint 2	1 Page
Attachment 04 – Stuart Elevation Paint 3	1 Page
Attachment 05 – Stuart Elevation Paint 4	1 Page
Attachment 06 - General Decision UT130019	5 Pages
Attachment 07 – AGAR Advisory 104 A	1 Page

SECTION K - Representations, Certifications, and Other Statements of Offerors

52.204-8 -- Annual Representations and Certifications. (May 2012)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 238320.

(2) The small business size standard is 14.0.

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

(b)

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

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

(i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

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

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

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

FAR Clause	Title	Date	Change

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

(End of Provision) **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 238320
 - Size Standard 14.0

(End of provision)

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

52.204-6 Data Universal Numbering System Number (Dec 2012)

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

52.216-1 Type of Contract. (APR 1984)

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

(End of provision)

52.222-23 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 Utah, Daggett, Manila.
(End of provision)

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JUL 2012)

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

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

(i) Spacecraft system and launch support equipment.

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

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

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

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

(2) Submit this report no later than—

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

(ii) At the end of contract performance; and

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

(d) The environmental point of contact for this contract is: Please contact the applicable POC-

Distribution of Reports POC: Technical Issues/BioPreferred Website Reporting Tool POC:

Cele Aguirre-Bravo
Agency (FS) POC/
BioPreferred Program
1621 North Kent Street
Arlington, VA 22209
Tele: 703-605-5144
Fax: 703-605-5100

Ron Buckhalt
USDA Program Manager/
BioPreferred Program
361 Reporters Bldg.
300 7th St. SW
Washington, DC 20024
Tele: 202.205.4008

<http://www.biopreferred.gov/FARReporting/FARReporting.xhtml>

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

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

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

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

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

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

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

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

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

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: Jammie Lindsay, 2222 W 2300 S, 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)

52.236-27 Site Visit (Construction). (FEB 1995) - Alternate I (FEB 1995)

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

(b) An organized site visit has not been scheduled. Contact Cathy Christensen, 435-636-3552, to inspect site.

(End of provision)

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

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

www.arnet.gov/far/

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

(End of provision)

452.204-70 Inquiries. (FEB 1988)

L.1 INSTRUCTIONS FOR THE PREPARATION OF PROPOSAL

Technical Proposal Instructions. The proposal shall be evaluated in accordance with the evaluation criteria listed in Section M. To assist in the evaluation of proposals, an offeror shall submit the following information:

Technical Capability Narrative

- Description of technical capability offered and experience performing similar projects
- Technical approach summarizing contractor's strategy to accomplish the work

Past Performance List and Narratives

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.

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

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. 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.

The following factors will be used to determine technical acceptability:

Factor #1: Technical

Technical Capability and Approach

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

Factor #2: Past Performance

Recency and relevancy of present/past performance in relation to this effort.

In order to receive a rating of “acceptable”, 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.

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.”

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