

SOLICITATION , OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	P12PS40373	<input type="checkbox"/> Sealed Bid <input checked="" type="checkbox"/> Negotiated	04/19/2012	Page 1 of 37

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 PWR - MORA Mount Rainier NP 55210 238th Avenue East Ashford,WA 98304-9751	CODE 94500	8. ADDRESS OFFER TO PWR - MORA Mount Rainier NP 55210 238th Avenue East Ashford,WA 98304-9751
9. FOR INFORMATION CALL:	A. NAME Hal T. Hoversten	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (360) 569-6542 ext.

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):

This project is to remove an existing automotive in-ground lift with hardware components and replace it with a Government furnished air/hydraulic lift. This system serves the Mount Rainier National Park automotive repair facility. All work will be performed under a single Firm-Fixed price construction contract subject to the Davis-Bacon Act wage rates. In accordance with FAR 36.204, the estimated magnitude of this construction project is under \$25,000.00. The period of performance will be 14 days after issuance of the Notice to Proceed. It is estimated that the project will occur between May 15 and June 01, 2012.

PROJECT LOCATION: The automotive repair shop is located at Mount Rainier National Park, Building L-209 Longmire, WA 98397. Maps and information about the Park are at: <http://www.nps.gov/MORA>.

We encourage you to attend the site visit scheduled for Wednesday April 24th, 2012 at 1:00 pm at the Mount Rainier National Park Auto Shop, Building L-209, Longmire, WA 98397.

SOLICITATION DETAILS: This electronic Request for Quotations will be available at: <http://www.nps.gov/mora/parkmgmt/businesswithpark.htm>. This is a best value procurement set-aside for small business concerns; the NAICS code for this project is 238290 and the small business size standard is \$14.0 million, average annual gross receipts over the past three years. All offerors must establish and/or maintain an active registration at <http://www.ccr.gov> and have completed and active online representations and certifications at <https://orca.bpn.gov> prior to the RFQ closing date.

The Government reserves the right to cancel this Request for Quotations.

11. The Contractor shall begin performance within 15 calendar days and complete it within 14 calendar days after receiving award notice to proceed.
This performance period is mandatory negotiable. (See Scope of Work.)

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 NO

12B. CALENDAR DAYS

0

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 1:00 pm (hour) local time 05/04/2012 (date). If this is a sealed bid solicitation, offers will 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.
- 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 30 calendar days for government acceptance after the date offers are due will not be considered and will be rejected.

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COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

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

Clause	Title	Date
52.211-13	Time Extensions	September 2000
52.211-18	Variation in Estimated Quantity	April 1984
52.222-27	Affirmative Action Compliance Requirements for Construction	February 1999
52.236-02	Differing Site Conditions	April 1984
52.236-05	Material and Workmanship	April 1984
52.236-07	Permits and Responsibilities	November 1991
52.236-09	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	April 1984
52.236-12	Cleaning Up	April 1984
52.236-13	Accident Prevention	November 1991
52.236-14	Availability and Use of Utility Services	April 1984
52.236-17	Layout of Work	April 1984
52.242-14	Suspension of Work	April 1984
52.211-10	Commencement, Prosecution, and Completion of Work	April 1984

2 52.236-03 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK APRIL 1984

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to--

- (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
- (2) the availability of labor, water, electric power, and roads;
- (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- (4) the conformation and conditions of the ground; and

(5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation

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made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

3 52.246-12 INSPECTION OF CONSTRUCTION

AUGUST
1996

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not--
 - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may--
 - (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
 - (2) terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 B.1. PRICE SCHEDULE

P12PS40373 Install Lift Replacement

B.1. Price Schedule

The offeror shall submit a price for all items, failure to do so will render the proposal non-responsive.
Round totals and extended prices to the nearest whole dollar (no cents).
Payment will be made only for actual quantities of work completed.
Award will be made to one offeror in accordance with Section L.

Contract

Line

Item # Description

Remove the existing lift, mechanisms and concrete portions, install and est the new unit to insure proper operation and provide lift training to authorized Government personnel in accordance with the statement of work in Part C of this solicitation.

Grand total 1 Lump Sum \$_____

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK.

The purpose of this request for proposals is to replace the Weaver brand lift located at the auto shop at Mount Rainier National Park in Longmire, Washington in the form of a single firm fixed-price contract to be quoted at one (1) lump sum price.

Scope:

The vendor shall:

Disconnect the existing oil and airlines from the existing lift as necessary.

Assist NPS staff to remove pieces of the saw cut concrete floor.

Supply and fabricate pit forms for a new rear pit area, to include installation of Government provided rebar as required. Note: the existing front pit area will not be extended.

Utilize Government provided concrete mix to pour into the new pit area.

Set lift parts to be used in fabrication of the new concrete an form to finish the grade.

Pour and finish the Government provided concrete for floors to smooth the finish.

Install new lift equipment and re-pipe oil and air lines as needed to pistons.

Add Government provided hydraulic oil for lift operation.

Test the new unit to insure proper operation and provide lift training to authorized Government personnel.

Exclusions:

The Government will provide the following support and equipment:

All new Rotary Lift parts. Saw cut concrete floors, backhoe and breaker, dump truck, dump site for concrete and soil, backfill as needed, rebar for pit and floor, all concrete necessary for pouring pit and floor and hydraulic oil for lift operation.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.246-21 WARRANTY OF CONSTRUCTION

MARCH
1994

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- (b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.
- (c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of
- (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defect of equipment, material, workmanship, or design furnished.
- (d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- (e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--
- (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
 - (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.
- (h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- (i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.
- (j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

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

Clause	Title	Date
52.236-10	Operations and Storage Areas	April 1984

F.2 DS52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (LAST SENTENCE OF BASIC CLAUSE DELETED BY DSC, OCT 96) APRIL 1984

The Contractor shall be required to (a) commence work under this contract within 15 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 within 14 calendar days from date stated in the notice to proceed. However, the time for completion of the work will be reduced by one calendar day for each day in excess of 30 calendar days (or any extension thereof) elapsing between the Contractor's receipt of and return of properly executed contract, and performance and payment bonds.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 1452.201- 70 AUTHORITIES AND DELEGATIONS (SEPT 2011) SEPTEMBER 2011

- (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
- (b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
- (c) The COR is not authorized to perform, formally or informally, any of the following actions:
 - (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
 - (2) Waive or agree to modification of the delivery schedule;
 - (3) Make any final decision on any contract matter subject to the Disputes Clause;
 - (4) Terminate, for any reason, the Contractor's right to proceed;
 - (5) Obligate in any way, the payment of money by the Government.
- (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without prior authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
- (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
- (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
- (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of Notice)

G.2 1489.242.1 00 CONTRACT ADMINISTRATION APRIL 1984

Contracting Officer's Technical Representative(s) for this contract will be:

Ryan Mettler

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National Park Service
55210 238th Ave E
Ashford, WA 98304
360-569-6732

Contract Specialist(s) responsible for administering this contract:

Hal T. Hoversten
National Park Service
55210 238th Ave E
Ashford, WA 98304
Phone: 360-569-6542
FAX: 360-569-6549
E-mail: hal_hoversten@nps.gov

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 EXECUTIVE ORDER 13513 PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING OCTOBER 2009

This Executive Order introduces a Federal Government-wide Prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on the behalf of the government.

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

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

Clause	Title	Date
1452.222-08	Payrolls and Basic Records (02/88) Deviation (Aug 2009)	August 2009
52.204-04	Printed or Copied Double-Sided on Recycled Paper	August 2000
52.204-07	Central Contractor Registration	April 2008
52.222-03	Convict Labor	June 2003
52.222-06	Davis-Bacon Act	July 2005
52.222-07	Withholding of Funds	February 1988
52.222-08	Payrolls and Basic Records	June 2010
52.222-09	Apprentices and Trainees	July 2005
52.222-10	Compliance with Copeland Act Requirements	February 1988
52.222-11	Subcontracts (Labor Standards)	July 2005
52.222-12	Contract Termination-Debarment	February 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	February 1988
52.222-14	Disputes Concerning Labor Standards	February 1988
52.222-15	Certification of Eligibility	February 1988
52.222-19	Child Labor- Cooperation with Authorities and Remedies	July 2010
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	March 2007
52.222-36	Affirmative Action For Workers with Disabilities	October 2010
52.223-03	Hazardous Material Identification and Material Safety Data	January 1997
52.223-05	Pollution Prevention and Right-to-Know Information	August 2003
52.223-06	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	August 2000
52.227-04	Patent Indemnity-Construction Contracts	December 2007
52.232-05	Payments under Fixed-Price Construction Contracts	September 2002
52.232-23	Assignment of Claims	January 1986
52.232-27	Prompt Payment for Construction Contracts	October 2008
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	May 1999
52.233-01	Disputes	July 2002
52.233-03	Protest after Award	August 1996
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	November 1991
52.243-05	Changes and Changed Conditions	April 1984
52.249-01 Alt I	Termination for Convenience of the Government (Fixed-Price) (Short Form) (Apr 1984) - Alternate I	April 1984
52.249-10 Alt I	Default (Fixed-Price Construction) (Apr 1984) - Alternate I	April 1984

I.2 52.253-01 COMPUTER GENERATED FORMS

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site of discovery; notify Contracting Officer immediately of the findings; and continue operations in other areas. Included with the notification shall be a brief statement of the location and details of the findings. Should the temporary suspension of work at the site result in delays, or the discovery site require archeological studies resulting in delays or additional work for Contractor, he will be compensated by an equitable adjustment under the General Provisions of the Contract.

I.6 1489.236-79 CONDUCT OF OPERATIONS JANUARY 1988

(a) At all times the Contractor shall conduct his organization in conformance with the rules and regulations promulgated by the Secretary of the Interior for the National Park Service, and with such appropriate regulations as the Superintendent may prescribe. Work on Saturdays, Sundays, Federal holidays or at night may be performed only with the prior consent of the Contracting Officer.

No signs or advertisements (except those specified herein) shall be displayed on the construction site or within the park except with approval of the Contracting Officer.

I.7 52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT OCTOBER 1997

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

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

I.8 52.219-06 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE JUNE 2003

(a) Definition. "Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

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I.9 52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING

SEPTEMBER 2010

(a) Definitions. As used in this clause—

“Driving”–

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor should—

(1) Adopt and enforce policies that ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of clause)

I.10 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT - CONSTRUCTION MATERIALS

FEBRUARY 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 52.225-09).

(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.

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(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)

I.11 52.225-09 BUY AMERICAN ACT - CONSTRUCTION MATERIALS

SEPTEMBER
R 2010

(a) Definitions. As used in this clause-

"Commercially available off-the-shelf (COTS) item"—

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

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

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

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

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

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

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

"Cost of components" means—

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

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

"Domestic construction material" means—

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if—
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
 - (ii) The construction material is a COTS item.

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

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

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

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

None.

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

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

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

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign Construction Material	_____	_____	_____
Domestic Construction Material	_____	_____	_____
Item 2:			
Foreign Construction Material	_____	_____	_____
Domestic Construction Material	_____	_____	_____

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

[Include other applicable supporting information.]

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

I.12 52.236-26 PRECONSTRUCTION CONFERENCE

FEBRUAR
Y 1995

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

I.13 52.237-02 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND
VEGETATION

APRIL 1984

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The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

I.14 52.245-02 GOVERNMENT PROPERTY INSTALLATION OPERATION
SERVICES

AUGUST
2010

- (a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.
- (b) The Government bears no responsibility for repair or replacement of any lost, stolen, damaged or destroyed Government property. If any or all of the Government property is lost, stolen, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.
- (c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.
- (d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.
- (e) Government property provided under this clause:

Please see the scope of work in Section C for details on Government provided supplies and equipment.

(End of clause)

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

J.1 LIST OF ATTACHMENTS.

J.1. List of attachments:

Item #	Description	Pages
J.1.	Past Performance	1
J.2.	Key Personnel	1
J.3.	Davis Bacon Act Wage Rates	38

J.2 J.1. PAST PERFORMANCE

J.1. Experience & Past Performance (Form 1)

READ CAREFULLY: The purpose of this form is for the Offeror to list construction projects performed during the past three (3) years that are similar to the work described in this solicitation. The number of projects listed shall not exceed ten and shall be numbered consecutively, beginning with the most recent project. Use this form to address your familiarity with the plans and specifications and with the competence criteria described in the Request for Proposal Instructions for the Submission of Offers and Other Information. Include Area Codes with all telephone numbers. Fill in the information by typing or printing legibly. It is especially important that the Offeror disclose instances in which their past performance may be considered by others to be less than fully satisfactory. The Offeror should tell their side of the story and describe remedial corrective action that has been taken or will be taken to correct the deficiency. Failure to do so may result in a determination that an Offeror has been less than candid with the Government, which could result in an unfavorable assessment of the Offeror's past performance record.

NAME OF CONTRACTOR/OFFEROR:

PROJECT NAME:

Project Location:

Name of Owner:

Address of Owner:

Telephone Number:

Project Value:

Dates of Construction:

DESCRIPTION OF THE PROJECT AND SCOPE OF OFFEROR'S WORK

PERFORMANCE REMARKS

DESCRIPTION OF THE PROJECT AND SCOPE OF OFFEROR'S WORK (continuation)

PERFORMANCE REMARKS (continuation)

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J.3 J.2. KEY PERSONNEL

Key Personnel Experience & Qualifications

READ CAREFULLY: The purpose of this form is for the Offeror to list the qualifications of all key personnel as described in the Instructions, Conditions, and Notices to Offerors (Section L). Experience and qualifications include those job related training courses; certificates and licenses; honors; performance awards; and specialty skills that are relevant to the proposed project. Provide dates and supporting information, but do not send documents. Provide the state in which registration or license is held and the registration or license number (as applicable). Fill in the information by typing or printing legibly.

NAME OF CONTRACTOR/OFFEROR:

PERSONNEL INFORMATION:

Name:

Job Title:

Years of Experience With This Firm: Years of Experience With Other Firms:

EDUCATION AND PROFESSIONAL REGISTRATION:

Top Educational Level Obtained: Year:

Area of Specialization:

Professional Registrations:

Area of Specialization:

EXPERIENCE AND QUALIFICATIONS

J.4 J.3. DAVIS BACON WAGE RATES

General Decision Number: WA120038 03/30/2012 WA38
 Superseded General Decision Number: WA20100053
 State: Washington
 Construction Type: Building
 County: Pierce County in Washington.
 BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).
 Modification Number Publication Date
 0 01/06/2012
 1 01/27/2012
 2 02/10/2012
 3 03/16/2012
 4 03/23/2012
 5 03/30/2012
 ASBE0007-002 06/01/2010
 Rates Fringes
 ASBESTOS WORKER/HEAT & FROST
 INSULATOR.....\$ 38.93 13.75

 BRWA0001-011 06/01/2011
 Rates Fringes

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Bricklayers, Caulkers.....\$ 34.20 13.27

CARP0770-020 06/01/2010

Rates Fringes

CARPENTER (Acoustical
Installation).....\$ 35.55 13.08

CARPENTER (Including
Formwork, Drywall Hanging,
Cabinet Installation;
Insulator-Batt and Metal Stud
Installation).....\$ 35.39 13.08

MILLWRIGHT.....\$ 36.39 13.08

PILEDRIVERMAN.....\$ 35.59 13.08

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

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

Seattle Olympia Bellingham

Auburn Bremerton Anacortes

Renton Shelton Yakima

Aberdeen-Hoquiam Tacoma Wenatchee

<http://www.wdol.gov/wdol/scafiles/davisbacon/WA38.dvb> 3/30/2012

Ellensburg Everett Port Angeles

Centralia Mount Vernon Sunnyside

Chelan Pt. Townsend

Zone Pay:

0 -25 radius miles Free

26-35 radius miles \$1.00/hour

36-45 radius miles \$1.15/hour

46-55 radius miles \$1.35/hour

Over 55 radius miles \$1.55/hour

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

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

Zone Pay:

0 -25 radius miles Free

26-45 radius miles \$.70/hour

Over 45 radius miles \$1.50/hour

ELEC0076-005 09/01/2011

Rates Fringes

ELECTRICIAN.....\$ 34.13 21.62

* ELEC0076-006 06/01/2011

Rates Fringes

ELECTRICIAN (Alarm

Installation Only).....\$ 24.15 10.95

ELECTRICIAN (Low Voltage

Wiring Only).....\$ 24.15 10.95

ELEV0019-005 01/01/2012

Rates Fringes

ELEVATOR MECHANIC.....\$ 46.54 23.535+a+b

FOOTNOTE:

a. Employer contributes 8% of the basic hourly rate
for over 5 year's service and 6% of the basic

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hourly rate for 6 months to 5 years' of service
as vacation paid credit.

b. Eight paid holidays: New Year's Day; Memorial Day;
Independence Day; Labor Day; Veteran's Day; Thanksgiving
Day; Friday after Thanksgiving and Christmas Day

ENGI0612-004 06/01/2011

Rates Fringes

Power equipment operators:

GROUP 1A.....\$ 35.79 15.15
GROUP 1AA.....\$ 36.36 15.15
GROUP 1AAA.....\$ 36.92 15.15

<http://www.wdol.gov/wdol/scafiles/davisbacon/WA38.dvb> 3/30/2012

GROUP 1.....\$ 35.24 15.15
GROUP 2.....\$ 34.75 15.15
GROUP 3.....\$ 34.33 15.15
GROUP 4.....\$ 31.97 15.15

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$.70

Zone 3 (Over 45 radius miles) - \$1.00

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments;
Drilling machine; Excavator/Trackhoe: 15 to 30 metric tons;
Horizontal/directional drill operator; Compactor; Scraper:
under 45 tons

GROUP 3 - Cranes-thru 19 tons with attachments; Motor patrol
grader-nonfinishing; Roller-Plant Mix; Excavator/Trackhoe:
under 15 metric tons; Forklift: 3000 lbs and over with
attachments; Service Oiler; Concrete Pump; Outside Hoist
(Elevators and Manlifts); Pump Grout

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

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

H-1 Base wage rate when on a hazardous waste site when not
outfitted with protective clothing

H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.

H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

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IRON0086-010 01/01/2012

<http://www.wdol.gov/wdol/scafiles/davisbacon/WA38.dvb> 3/30/2012

Rates Fringes

IRONWORKER (Reinforcing,
Structural and Ornamental).....\$ 37.89 20.10

LABO0001-016 06/01/2009

ZONE 1:

Rates Fringes

Laborers:

GROUP 2.....\$ 24.86 9.07

GROUP 3.....\$ 30.96 9.07

GROUP 4.....\$ 31.70 9.07

GROUP 5.....\$ 32.21 9.07

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

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

TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall

ZONE 3 - More than 45 radius miles from the respective city
hall

LABORERS CLASSIFICATIONS

GROUP 2: Flagman

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

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

GROUP 5: Mason Tender-Brick

PAIN0005-029 07/01/2011

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 33.87 14.32

PAIN0005-030 07/01/2010

Rates Fringes

Painters:

Parking Lot and Highway

Striping Only.....\$ 27.74 11.66

PAIN0005-031 07/01/2011

<http://www.wdol.gov/wdol/scafiles/davisbacon/WA38.dvb> 3/30/2012

Rates Fringes

PAINTER (Including Brush,
Roller, Spray and Prep Work).....\$ 24.66 8.24

PAIN0005-034 01/01/2011

Rates Fringes

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

PAIN0188-005 07/01/2011

Rates Fringes

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GLAZIER.....\$ 37.30 13.56

PLAS0528-002 10/01/2011

Rates Fringes

PLASTERER.....\$ 32.50 14.13

PLAS0528-004 10/01/2011

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 34.90 14.25

PLUM0026-007 06/01/2011

Rates Fringes

PLUMBER (Excluding HVAC Pipe
Installation).....\$ 40.87 20.30

REFRIGERATION MECHANIC.....\$ 40.87 20.30

PLUM0026-008 06/01/2011

Rates Fringes

PIPEFITTER (HVAC Pipe
Installation Only).....\$ 40.87 20.30

PIPEFITTER.....\$ 40.87 20.30

ROOF0153-004 01/01/2011

Rates Fringes

ROOFER (Excluding Metal Roofs)...\$ 29.25 10.54

SFWA0699-006 01/01/2012

Rates Fringes

SPRINKLER FITTER (Fire
Sprinklers).....\$ 45.22 14.02

SHEE0066-024 01/01/2012

<http://www.wdol.gov/wdol/scafiles/davisbacon/WA38.dvb> 3/30/2012

Rates Fringes

Sheet Metal Worker (Including
HVAC Duct Work and
Installation of HVAC Systems)....\$ 44.44 22.01

SUWA2009-026 05/22/2009

Rates Fringes

LABORER: Handheld Drill.....\$ 17.17 5.36

LABORER: Irrigation.....\$ 11.58 0.00

LABORER: Landscape.....\$ 9.90 0.00

LABORER: Overhead Door
Installation.....\$ 22.31 3.44

OPERATOR: Backhoe.....\$ 26.34 8.38

OPERATOR: Bulldozer.....\$ 26.63 8.38

OPERATOR: Loader.....\$ 30.40 8.38

OPERATOR: Mechanic.....\$ 24.33 4.33

ROOFER (Installation of Metal
Roofs Only).....\$ 24.30 4.05

TILE SETTER.....\$ 18.72 3.35

TRUCK DRIVER: Dump Truck.....\$ 27.04 0.00

* TEAM0174-005 06/01/2009

Rates Fringes

Truck drivers:

ZONE A:

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GROUP 2:.....\$ 31.03 14.60
ZONE B (25-45 miles from center of listed cities*): Add \$.70
per hour to Zone A rates.
ZONE C (over 45 miles from centr of listed cities*): Add
\$1.00 per hour to Zone A rates.
*Zone pay will be calculated from the city center of the
following listed cities:
BELLINGHAM CENTRALIA RAYMOND OLYMPIA
EVERETT SHELTON ANACORTES BELLEVUE
SEATTLE PORT ANGELES MT. VERNON KENT
TACOMA PORT TOWNSEND ABERDEEN BREMERTON
TRUCK DRIVERS CLASSIFICATIONS
GROUP 2 - Semi-Trailer Truck

<http://www.wdol.gov/wdol/scafiles/davisbacon/WA38.dvb> 3/30/2012
HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is
required, shall be compensated as a premium, in addition to
the classification working in as follows:

- LEVEL C: +\$.25 per hour - This level uses an air purifying
respirator or additional protective clothing.
- LEVEL B: +\$.50 per hour - Uses same respirator protection as
Level A. Supplied air line is provided in conjunction with
a chemical "splash suit."
- LEVEL A: +\$.75 per hour - This level utilizes a fullyencapsulated
suit with a self-contained breathing apparatus
or a supplied air line.

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The
first four letters , PLUM, indicate the international union and
the four-digit number, 0198, that follows indicates the local
union number or district council number where applicable ,
i.e., Plumbers Local 0198. The next number, 005 in the
example, is an internal number used in processing the wage
determination. The date, 07/01/2011, following these
characters is the effective date of the most current
negotiated rate/collective bargaining agreement which would be
July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any
changes in the collective bargaining agreements governing the
rate.

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Non-Union Identifiers

Classifications listed under an "SU" identifier were derived

<http://www.wdol.gov/wdol/scafiles/davisbacon/WA38.dvb> 3/30/2012
 from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date. Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
 - * a conformance (additional classification and rate) ruling
- On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:
 Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:
 Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

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

<http://www.wdol.gov/wdol/scafiles/davisbacon/WA38.dvb> 3/30/2012
 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.

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Washington, DC 20210

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

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END OF GENERAL DECISION

<http://www.wdol.gov/wdol/scafiles/davisbacon/WA38.dvb> 3/30/2012

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

K.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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):

[Insert one or more Internet addresses]

Clause	Title	Date
52.204-08	Annual Representations and Certifications	January 2011

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE

JANUARY
2004

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

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(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation..

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date . Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is pro-posed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

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Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

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(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	Goals for Female
Participation for	Participation for
Each Trade	Each Trade
6.2%	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 [Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].

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(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) The pre-bid meeting is scheduled for April 24th at 1:00 pm at the Mount Rainier National Park Auto Shop, Building L-209, Longmire, WA 98397.

Local Point Of Contact: Joel Rodriguez
Phone: 360-569-6730

L.4 FREQUENTLY ASKED QUESTIONS.

FREQUENTLY ASKED QUESTIONS

Q1: Where can I find the specifications and other attachments?

A1: At <http://www.nps.gov/mora/parkmgmt/businesswithpark.htm>

Q2: Where can I find the SF1442 (solicitation) and SF30 (amendment) forms?

A2: At <http://www.nps.gov/mora/parkmgmt/businesswithpark.htm>

Q3: What should I include so that my offer is complete?

A3: * Completed SF1442, with amendments acknowledged (if any are posted) and signature;

* Completed Section B, Price Schedule;

* Manufacturers' cut sheets or website link for quoted equipment, showing that it is equivalent to specified models;

* List of proposed key personnel or subcontractors and brief description of tasks they will perform; and

* List of references for recent, similar jobs, including job description, value, and name, phone number, and e-mail address of contact.

Q4: Are there any other requirements?

A4: Prior to submission of an offer, you must:

1) Maintain a current profile in the Central Contractor Registration database (www.ccr.gov);

2) Have active and completed the online submission of annual representations and certifications (<https://orca.bpn.gov>).

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FACTORS

a) The Government intends to make a single award to the eligible, responsible, technically acceptable quoter whose quote, conforming to the solicitation, is determined most advantageous to the Government price, technical responsiveness, and past performance considered.

b) Quotations shall be evaluated on the basis of technical responsiveness to the requirements of this solicitation. The Government may elect to accept other than the lowest priced quotation when the perceived benefits of a higher priced proposal merit the additional cost. A price evaluation will be performed to determine the reasonableness of the proposed price. Reasonableness will be determined considering other competitive prices received and comparison to the independent Government estimate. Technical and past performance, when combined, are equal to price. Prices will also be evaluated to determine whether any line items/options are unbalanced. Quoters are cautioned to distribute costs appropriately.

c) The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Quoters lacking relevant past performance history will receive a neutral rating for past performance. However, the proposal of a quoter with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other quoters.