

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET- ASIDE			PAGE OF PAGES 1 1	
1. REQUEST NO. 1240BH21Q0005		2. DATE ISSUED March 2, 2021		3. REQUISITION/PURCHASE REQUEST NO. 1026447 and 1026787		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 <input type="checkbox"/> AND/OR DMS REG. 1	
5a. ISSUED BY Siuslaw National Forest ATTN: Janet Paul, AQM 3200 SW Jefferson Way Corvallis, OR 97331				Due to COVID-19 restrictions, submissions are not being accepted by hand carry, mail, USPS, FedEx or UPS. ALL submissions shall be emailed or faxed as noted in Block 6 (and Section L.2 of the RFQ).			
5b. FOR INFORMATION CALL (NO COLLECT CALLS)				6. DELIVER TO: Email: sm.fs.conwest@usda.gov or via eFax: 866.230.8120 Please note in Email or eFax Subject Line: ATTN – Janet Paul			
NAME		TELEPHONE NUMBER		7. DELIVERY <input checked="" type="checkbox"/>		FOB DESTINATION	
		AREA CODE		<input type="checkbox"/>		OTHER (See Schedule)	
Janet Paul, Contracting Officer janet.paul@usda.gov		541		750.7120		9. DESTINATION	
8. TO:				a. NAME OF CONSIGNEE			
a. NAME Siuslaw National Forest		b. COMPANY		b. STREET ADDRESS			
c. STREET ADDRESS 3200 SW Jefferson Way				c. CITY			
d. CITY Corvallis		e. STATE OR		f. ZIP CODE 97331		d. STATE	
						e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 6 ON OR BEFORE CLOSE OF BUSINESS March 24, 2021 @ 4:00 PM PST		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in BLOCK 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
	RRS Roof Replacements Gold Beach and High Cascades Ranger Districts Rogue River Siskiyou (RRS) National Forest Curry and Jackson Counties, Oregon See Section L and Section M for Instructions to Offerors and Submittal Requirements		See Attached Requirements				
12. DISCOUNT FOR PROMPT PAYMENT <input type="checkbox"/>		a. 10 CALENDAR DAYS (%)		b. 20 CALENDAR DAYS	c. 30 CALENDAR DAYS	d. CALENDAR DAYS	
						NUMBER PERCENTAGE	
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.							
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER							
b. STREET ADDRESS				16. SIGNER			
c. COUNTY				a. NAME (Type or print)		b. TELEPHONE	
						AREA CODE	
d. CITY		e. STATE		f. ZIP CODE		c. TITLE (Type or Print)	
						NUMBER	
NSN 7540-01-152-8084 Previous edition not usable				18-121		STANDARD FORM 18 (Rev. 6-95) Prescribed by GSA-FAR (48 CFR) 53.215-1(a)	

PART I—THE SCHEDULE

SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF ITEMS – Page 1 of 2

All line items must be filled out. If there is not the intent to charge for a Bid Item, a price of "0" or "No Cost" should be shown. If the price is left blank or shown as "No Bid" or "No Quote", the entire bid/quote will be considered Non-Responsive.

ITEM 1: GOLD BEACH RESIDENCE #1007 ROOF REPLACEMENT
Gold Beach Ranger District, Curry County, Oregon

ITEM NO	DESCRIPTION	METHOD OF MEASUREM ENT	PAY UNI T	EST. QUAN T.	UNIT PRICE	AMOUNT BID
01200-1	Mobilization	LSQ	LS	1	\$ _____	\$ _____
06100-1	Roof Sheathing Replacement	AQ	SF	40	\$ _____	\$ _____
07313-1	New Wood Shingled Roof Replacement	DQ	SQ	16	\$ _____	\$ _____

TOTAL AMOUNT ITEM 1: \$ _____.

ITEM 2: PROSPECT BUILDING #2007 ROOF REPLACEMENT
High Cascades Ranger District, Jackson County, Oregon

ITEM NO	DESCRIPTION	METHOD OF MEASUREM ENT	PAY UNI T	EST. QUAN T.	UNIT PRICE	AMOUNT BID
01200-1	Mobilization	LSQ	LS	1	\$ _____	\$ _____
06100-1	Roof Sheathing Replacement	AQ	SF	96	\$ _____	\$ _____
07311-1	New Asphalt Roof Replacement	DQ	SQ	150	\$ _____	\$ _____

TOTAL AMOUNT ITEM 2: \$ _____.

B.1 SCHEDULE OF ITEMS – Page 2 of 2

As shown on the Schedule of Items above, there are two (2) individual line items, which allow for up to two awardees in order to meet the completion dates of September 15, 2021 identified in Section F. Therefore, prospective Offeror's may choose to submit pricing for either Item 1 only, Item 2 only, or both.

This will allow the Government flexibility in making awards based on an Offeror's capacity while also meeting our completion date.

B.2 SCHEDULE NOTES

Payment Bond (100%) will be required of awardee(s) for awards between \$35,000 and \$150,000.

Payment for bond premiums in accordance with Clause 52.232-5, Payments under Fixed-Price Construction Contracts, shall not be in addition to the contract price.

See Section L (specifically L.2) and Section M for Instructions to Offerors and Submittal Requirements.

Offerors must also provide a technical response to the Evaluation Criteria identified in Section M. If no response is provided, your offer will be considered non-responsive and removed from consideration.

Please provide your DUNS # and email contact:

DUNS Number: _____

EMAIL: _____

Note: Offerors shall have and maintain an active registration in the System for Award Management (SAM) database to be eligible for a Government contract award. Information on registration may be obtained via: <https://www.sam.gov>. If at the time of award an Offeror is not actively and successfully registered in the SAM database, the Government reserves the right to award to the next prospective Offeror.

Site visits may be arranged during normal work hours by contacting:

Eric Grim
541.471.6705
eric.grim@usda.gov

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF CONTRACT

Item 1 – Gold Beach Residence #1007

The project includes all labor, materials, equipment, supplies, supervision, and incidentals necessary for the replacement a wood shingled roof. The building is located at the Gold Beach Ranger Station. Work includes but is not limited to removal of cedar shingle roofing and flashing, replacement of deteriorated roof sheathing, and installation of new cedar shingles roofing materials and flashing.

Item 2 – Prospect Building #2007

The project includes all labor, materials, equipment, supplies, supervision and incidentals necessary for the replacement of roofing materials for the Main Office Building (#2007) at the Prospect Ranger Station. Work includes but is not limited to removal and disposal of asphalt roofing and flashing, replacement of plywood roof sheathing as necessary, replacement and/or salvaging and reinstallment of roof vents, and installation of new asphalt roofing materials and metal flashing.

C.2 PROJECT LOCATON

Item 1 – Gold Beach Residence #1007

Gold Beach Ranger District
29279 Ellensburg Avenue
Gold Beach, Oregon 97444
(off of Highway 101 at Gold Beach, Oregon).

Item 2 – Prospect Building #2007

Prospect Ranger Station
47201 Highway 62
Prospect, OR 97536

C.3 MAGNITUDE OF CONSTRUCTION PROJECT

The combined Government estimate is between \$25,000 and \$100,000.

C.4 TECHNICAL SPECIFICATIONS

The specifications shown in the specification listing contained in the attachments are applicable to this contract. All specifications not included in the specification listing but referenced by listed specifications, are applicable. The specifications shown on the specification list are physically attached (see Section J).

Reference Standards as follows:

APA	American Plywood Association
ASTM	American Society for Testing and Materials
BAA	Buy American Act
CFR	Code of Federal Regulations
FAR	Federal Acquisition Regulations
OR-OSHA	Oregon Occupational Safety and Health Administration
OSHA	Occupational Safety and Health Administration
USDA	United States Department of Agriculture
USFS	United States Forest Service

C.5 CLAUSES

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

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

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

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

C.6 BIOBASED PRODUCTS

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

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

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

Graffiti and grease removers	Insulation foam
Concrete and asphalt release fluids	Fluid-filled transformers
Wood and concrete sealers	Composite panels
Adhesive and mastic removers	Carpets
Roof coating	Hydraulic fluid
Diesel fuel additives	Greases
Dust suppressant	2-cycle engine oil
Absorbents	

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

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

The awarded Contractor on each anniversary date of the contract shall compile a complete list of biobased products, including the information above, purchased to carry out the contract requirements. The Contractor shall list volume to be used and total cost for each individual product. This information will be used for reporting purposes.

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

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

C.7 Product Substitution, Shop Drawings and Material Certification

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

(b) Shop Drawings and Submittals. The following submittals shall be submitted for approval within 10 calendar days after Notice to Proceed as required by the clause or specification unless noted elsewhere:

ITEM 1 – Gold Beach Residence #1007 Reroof

Title	Referenced by Specification No.	Time of Government Approval After Submittal
Safety Plan	FAR 52.236-13	14 Days
Roof Shingles	07313, 1.03, A, 1	14 Days
Ridge / Hip Cap	07313, 1.03, A, 2	14 Days
Roof Warranty	07313, 1.05, A	14 Days

ITEM 2 – Prospect Residence #2007 Reroof

Title	Referenced by Specification No.	Time of Government Approval After Submittal
Safety Plan	FAR 52.236-13	14 Days
Roof Shingles	07311, 1.3.B.1	14 Days
Metal Flashing	07311, 1.3.B.2	14 Days
Felt	07311, 1.3.B.3	14 Days
Roof Vent	07311, 1.3.B.4	14 Days
Eave & Gable Drip Edge	07311, 1.3.B.5	14 Days

SECTION E--INSPECTION AND ACCEPTANCE

E.1 CLAUSES

52.246-12 Inspection of Construction (AUG 1996)

Inspection and Acceptance (AGAR 452.246-70) (FEB 1988)

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

(b) Inspection and acceptance will be performed at the project site.

Inspection and Testing Performed By Government

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

Conformity With Drawings And Specifications

Unless working tolerances are specified, all work performed and materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements shown on the Drawings, indicated in the specifications, or designated on the ground. "Reasonably close conformity" is in compliance with reasonable and customary manufacturing and construction tolerances.

Project Coordination/Other Work in the Area

Contractor will be required to coordinate with personnel as needed to obtain access keys, etc. The project site will need to remain open during the duration of the work, contractor will be expected to coordinate with personnel to a reasonable extent, see Drawings and Specifications for further information.

SECTION F--DELIVERIES OR PERFORMANCE

F.1 CLAUSES

- 52.211-18 Variation in Estimated Quantity (APR 1984)
52.242-14 Suspension of Work (APR 1984)

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 noted below. The time stated for completion shall include final cleanup of the premises.

Item 1 – Gold Beach Residence #1007:

Estimated start work date: May/June 2021

Contract performance period: 45 calendar days, to be completed no later than 09/15/2021

Item 2 – Prospect Building #2007:

Estimated start work date: May/June 2021

Contract performance period: 45 calendar days, to be completed no later than 09/15/2021

SUSPENSIONS OF WORK FOR OTHER THAN GOVERNMENT'S CONVENIENCE

The Contracting Officer may issue orders to suspend the work wholly or in part for such period of time as deemed necessary because of: (1) weather or ground conditions when further prosecution of the work might cause environmental or resource damage to the project, access roads to the project, or adjacent property. Such action would include but not be limited to instances such as siltation of streams, damage to access roads, rutting of project roads which causes otherwise suitable soils to be muddy or unsuitable; or (2) failure of the Contractor to comply with specifications such as but not limited to placement of frozen material in fills, placing of asphalts at temperatures lower than those specified, performing work prior to prerequisite approvals, operating equipment not meeting fire requirements, or when conditions exist which do not meet safety requirements. Whether or not a suspend work notice is issued, the Contractor shall be responsible for correcting any damage caused by its operation, whether inside or outside project limits, at no cost to the Government. Such suspensions shall not be considered as suspensions for the Convenience of the Government under FAR 52.242-14, Suspension of Work, and shall not qualify for an equitable adjustment.

SECTION G--CONTRACT ADMINISTRATION DATA

G.1 CLAUSES

452.215-73 Post Award Conference (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled and held at a mutually agreed to location and time.

G.2 GOVERNMENT-FURNISHED PROPERTY

Not applicable.

G.3 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

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

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

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

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

SECTION H--SPECIAL CONTRACT REQUIREMENTS

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

- (a) Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by the Forest Service.
- (b) Weather conditions suitable for completion of the work are typically expected from May 15th through September 15th expect during rain events.

H.2 FAR 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work sites, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workman, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by Contracting Officer.
- (b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the location of which are made know to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

H.3 UTILITY SERVICES

Electrical and water services needed for performance of the work is available in reasonable amounts.

H.4 Hazardous Conditions Safety Plan Certification

The following conditions have been identified as inherently hazardous to a degree that failure to take the proper precautions could lead to serious injury or loss of life. This listing shall not be construed as all inclusive. The Contractor shall certify that his/her Safety Plan conforms to the requirements of OSHA. **The Safety Plan certification** shall be submitted prior to commencing work on the project. Appropriate actions shall be taken by the Contractor to implement this plan during performance and to take any and all other necessary steps to mitigate the dangers from hazard.

<input checked="" type="checkbox"/>	Fall hazard from work heights exceeding six feet
<input type="checkbox"/>	Heavy equipment operation
<input checked="" type="checkbox"/>	Suspended loads
<input checked="" type="checkbox"/>	Fire hazards
<input type="checkbox"/>	Hazardous materials handling
<input type="checkbox"/>	Electrical hazard
<input checked="" type="checkbox"/>	Hydraulic and/or pneumatic and/or high-pressure hazards
<input checked="" type="checkbox"/>	Steep slopes and/or downed logs
<input checked="" type="checkbox"/>	Insects

H.5 Landscape Preservation

- (a) The Contractor shall confine operations to within the clearing limits or other areas designated in contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material which falls outside of these limits shall be retrieved, disposed of, or incorporated in the work as directed by the Contracting Officer.
- (b) Prevention of Oil Spills. If the Contractor maintains storage facilities for oil or oil products onsite, appropriate preventive measures shall be taken to insure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States. Servicing of all equipment shall be done only in the area approved by the Contracting Officer. If the total oil or oil products storage exceeds 5000 liters (1,320 gallons) or if any single container exceeds a capacity of 2500 liters (660 gallons), the Contractor shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112) including certification by a registered professional engineer. The Contractor will be required to make reasonable attempts to preserve the scenic and natural environment along this construction project.
- (c) Trash and Refuse - Contractor shall remove all of his own trash and refuse from the contract area. Material to be removed includes, but is not limited to; used engine oil, oil filters, oil cans, grease cartridges, camp refuse such as tin cans, paper, garbage, etc. This material must be removed to a State, County, or Municipality-designated solid waste disposal area.

H.6 Use of Premises

- (a) The project site is to remain open for public use during performance of work under this contract except in the immediate project area which may be closed by contractor during construction activity. It is required that the public has a safe path to doorways at all times.
- (b) Contractor shall coordinate with district staff as entrance gate may be locked during evenings and weekends as well as potential periodic shut downs of the site.
- (c) Unless provided otherwise, the Contractor shall dispose of solid waste in accordance with applicable Federal, State, and local regulations. Use of Forest Service waste disposal facilities is not allowed.
- (d) Contractor is allowed to use existing restroom facilities near the project site. The Government reserves the right to discontinue use of this privilege at its discretion if the Contractor leaves the toilets in an untidy condition. The Contractor shall install a portable toilet if the right to use the facilities is denied by the Government.
- (e) Camping: No camping will be permitted at the site.
- (f) Fuel storage is not allowed within the project site unless noted elsewhere.

PART II--CONTRACT CLAUSES

SECTION I--CONTRACT CLAUSES

I.1 CLAUSES

52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

Federal Acquisition Regulation (FAR) Clauses: <https://www.acquisition.gov/browse/index/far>
(FAR clauses begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Clauses:
<https://www.acquisition.gov/agar> (AGAR clauses begin with 452)

Deviations to clauses may be viewed at:
<https://www.dm.usda.gov/procurement/policy/FARClassDeviations.htm>

- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
- 52.204-2 Security Requirements (AUG 1996) Alternate II (APR 1984)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)
- 52.204-13 System for Award Management Maintenance (OCT 2018)
- 52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)
- 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- 52.215-8 Order of Precedence—Uniform Contract Format (OCT 1997)

[Contracting Officer check as appropriate.]

- ☐ By the end of the base term of the contract and then by the end of each subsequent option period; or
- ☐ By the end of the performance period for each order issued under the contract.

52.219-6 Notice of Total Small Business Set-Aside (NOV 2020)

[Contracting Officer check as appropriate.]

- ☐ By the end of the base term of the contract and then by the end of each subsequent option period; or
- ☐ By the end of the performance period for each order issued under the contract.

52.219-28 Post Award Small Business Program Rerepresentation (NOV 2020)

- ☐ By the end of the base term of the contract and then by the end of each subsequent option period; or
- ☐ By the end of the performance period for each order issued under the contract.

[Contracting Officer check as appropriate.]

- ☐ By the end of the base term of the contract and then by the end of each subsequent option period; or

☐ By the end of the performance period for each order issued under the contract.

52.222-3	Convict Labor (JUN 2003)
52.222-4	Contract Work Hours and Safety Standards -- Overtime Compensation (MAY 2018)
52.222-6	Construction Wage Rate Requirement (AUG 2018)
52.222-7	Withholding of Funds (MAY 2014)
52.222-8	Payrolls and Basic Records (AUG 2018)
52.222-9	Apprentices and Trainees (JUL 2005)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) (MAY 2014)
52.222-12	Contract Termination - Debarment (MAY 2014)
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (MAY 2014)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-26	Equal Opportunity (APR 2016)
52.222-27	Affirmative Action Compliance Requirements for Construction (APR 2015)
52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020)
52.222-37	Employment Reports on Veterans (JUN 2020)
52.222-50	Combating Trafficking in Persons (OCT 2020)
52.222-55	Minimum Wages under Executive Order 13658 (NOV 2020)
52.222-62	Paid Sick Leave under Executive Order 13706 (Jan 2017)
52.223-2	Affirmative Procurement of Biobased Products under Service and Construction Contracts (SEP 2013)
52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-1	Authorization and Consent (JUN 2020)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)
52.227-4	Patent Indemnity -- Construction Contracts (DEC 2007)
52.228-2	Additional Bond Security (OCT 1997)
52.228-5	Insurance -- Work on a Government Installation (JAN 1997)
52.228-12	Prospective Subcontractor Requests for Bonds (MAY 2014)
52.228-14	Irrevocable Letter of Credit (NOV 2014)
52.232-5	Payments under Fixed-Price Construction Contracts (MAY 2014)
52.232-17	Interest (MAY 2014)
52.232-23	Assignment of Claims (MAY 2014)
52.232-27	Prompt Payment for Construction Contracts (JAN 2017)
52.232-33	Payment by Electronic Funds Transfer -- System for Award Management (OCT 2018)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.233-1	Disputes (MAY 2014) Alt 1 (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)

52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997) Alternate II (APR 1984)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Items (NOV 2020) (DEVIATION APR 2020)
52.246-21	Warranty of Construction (MAR 1994)
52.248-3	Value Engineering – Construction (OCT 2020)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984) Alternate I (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)
452.232-70	Reimbursement for Bond Premiums – Fixed-Price Construction Contracts (NOV 1996)
452.236-71	Prohibition against the Use of Lead-Paint (NOV 1996)
452.236-72	Use of Premises (NOV 1996)
452.236-73	Archeological or Historic Sites (FEB 1988)
452.236-74	Control of Erosion, Sedimentation and Pollution (NOV 1996)
452.236-76	Samples and Certificates (FEB 1988)
452.236-77	Emergency Response (NOV 1996)

52.225-9 Buy American Act-Construction Materials (JAN 2021)

(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 Federal Acquisition Regulation (FAR) 2.101);

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

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

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and

audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means-

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means-

- (1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-
 - (i) An unmanufactured construction material mined or produced in the United States; or
 - (ii) A construction material manufactured in the United States, if-
 - (A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 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. Components of unknown origin are treated as foreign; or
 - (B) The construction material is a COTS item; or
- (2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

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

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

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

- (b) Domestic preference. (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate "none"]

- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-
- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;
 - (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
 - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

- (c) Request for determination of inapplicability of the Buy American statute. (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-
- (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Construction Material Description	Unit of Measure	Quantity	Price (dollars)*
Item1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

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

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

[Include other applicable supporting information.]

52.228-11 Pledges of Assets (AUG 2018) (DEVIATION APR 2020)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond -

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety, **[except that the words “being duly sworn, depose and say” on the Standard Form 28 are replaced with the word “affirm” and the Standard Form 28 is not required to be sworn and notarized in block 12].**

(b) Pledges of assets from each person acting as an individual surety shall be in the form of –

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2(except see 28.203-2(b)(2) with respect to Government securities held in book entry form); and/or

(2) A recorded lien on real estate. The offeror will be required to provide-

(i) A mortgagee title insurance policy, in an insurance amount equal to the amount of the lien, or other evidence of title that is consistent with the requirements of Section 2 of the United States Department of Justice Title Standards at <https://www.justice.gov/enrd/page/file/922431/download>. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

52.228-15 Performance and Payment Bonds -- Construction (Oct 2010) (*DEVIATION APR 2020*)

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

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance Bonds (Standard Form 25, **EXCEPT THAT A SEAL IS NOT REQUIRED**).*

The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A, **EXCEPT THAT A SEAL IS NOT REQUIRED**).*

The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782

Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
(DEVIATION APR 2020)**

(a)[(1) **In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307**, upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract **[in accordance with the accelerated payment date established]**, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, **[with a goal of 15 days]** after receipt of a proper invoice and all other required documentation from the small business subcontractor **[if a specific payment date is not established by contract]**.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor].

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

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

52.252-6 Authorized Deviations in Clauses (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR __4__) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

452.228-71 Insurance Coverage (NOV 1996) Alt 1 (NOV 1996)

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

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

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

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

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

COSTING OF CLAIMS OR MODIFICATIONS

The cost principles and procedures in Subpart 31.2 of the Federal Acquisition Regulations shall be used in the pricing of contract claims and modifications, and for determining costs under terminated contracts, except, where actual costs cannot be determined from the Contractor's accounting records. Allowable ownership and operating costs for owned or rented equipment shall be determined from "The Construction Equipment Ownership and Operating Expense Schedule," U.S. Army Corps of Engineers Publication EP 1110-1-8, published by the U.S. Government Printing Office, to the extent that this publication contains a listing of the equipment being costed, or of similar equipment. During periods of suspension of work pursuant to a contract clause, the allowance for equipment ownership shall not exceed the amount for standby cost as determined by this schedule.

PAYMENT FOR MATERIALS DELIVERED OFF THE SITE

As provided in FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, material acquired for incorporation into the project, and stored off site by the Contractor, may, at the option of the Contracting Officer, be included in progress payments. Prior to payment, such material will be subject to Government inspection and must be stored separately from other materials, and be identified as, "PROPERTY OF THE UNITED STATES, Project Name and Contract Number." In addition, the Contractor shall furnish the Government with a right of ingress and egress to the property together with right of removal.

PAYMENTS FOR INCIDENTAL ITEMS

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

PUBLIC OFFICIALS NOT PERSONALLY LIABLE

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

RETURN OF PERFORMANCE AND PAYMENT BONDS

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

PAYMENT FOR PERFORMANCE AND PAYMENT SECURITY EXPENSES

It is mutually agreed that the premium costs for performance bonds, payment bonds and alternative payment protections furnished for this contract are included in the total amount bid for other items and that any payment to the Contractor for the cost of bonds made in accordance with FAR 52.232-5 refers only to corporate sureties listed in the current Department of Treasury Circular 570 and no advance payment will be made for bond premiums where other than corporate surety bonds are furnished. Bond premiums as used in this paragraph and FAR 52.232-5 shall include any Small Business Administration fees paid in connection with SBA guaranteed corporate surety bonds.

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

SECTION J--LIST OF ATTACHMENTS

J.1 ATTACHMENTS

Listed below are all of the documents attached to and forming a part of the contract.

Title	Pages
1. Item 1 Gold Beach: Project Specifications	14
2. Item 2 Prospect: Project Specifications	11
3. Item 1 Gold Beach: Project Drawings T1 – Title Sheet A1 – Roof Plan	2
4. Item 2 Prospect: Project Drawings T1 – Title Sheet A1 – Site Plan A2 – Roof Plan	3
5. DOL Wage Decision No:	
Item 1: OR20210035 with 1 mod dated 02/12/2021 (Curry County, OR)	8
Item 2: OR20210026 with 1 mod dated 02/12/2021 (Jackson County, OR)	8
6. Relevant Past Performance History Template	2

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

K.1 PROVISIONS

52.204-8 Annual Representations and Certifications (MAR 2020) (DEVIATION JUL 2020)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is: 238160.

(2) The small business size standard is: \$15M.

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

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

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☐ Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

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

(v) 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.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

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

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 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.

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). 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.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 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.

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

(xv) 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.

(xvi) 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.

(xvii) 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.

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

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

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

(A) If the acquisition value is less than ~~\$25,000~~ **\$50,000**, 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)~~ **(B)** If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

~~(D)~~ **(C)** If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the

type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

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

☐ (ii) 52.204-20, Predecessor of Offeror.

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

☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

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

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

☐ (vii) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM 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 updates to the representations and certifications posted on SAM.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this 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
-- NAICS Code: 238160
-- Size Standard: \$15M

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

L.1 PROVISIONS

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

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

Federal Acquisition Regulation (FAR) Clauses: <https://www.acquisition.gov/browse/index/far>
(FAR clauses begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Clauses:
<https://www.acquisition.gov/agar> (AGAR clauses begin with 452)

Deviations to provisions may be viewed at:

<https://www.dm.usda.gov/procurement/policy/FARClassDeviations.htm>

52.204-7	System for Award Management (OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting (JUL 2016)
52.204-22	Alternative Line Item Proposal (JAN 2017)
452.204-70	Inquiries (FEB 1988)

L.2 QUOTE PREPARATION AND SUBMITTAL INSTRUCTIONS:

The following technical and price information shall be provided with the offer. Offers shall be submitted/identified as shown below.

NOTE: Due to COVID-19, submissions are not being accepted by hand carry/USPS mail/FedEx/UPS. All submissions shall be emailed or faxed as noted below:

- Subject line: ATTN: Janet Paul
- E-Fax number: 866.230.8120 or
- Email: sm.fs.conwest@usda.gov

Submit all packages using the solicitation number 1240BH21Q0005 as an identifier.

- SF18: Complete block 13 a – f; and sign/date blocks 14 – 15.
- Complete Section B.1 Schedule of Items and Section B.2.
- Technical Proposal: The technical proposal shall include, at a minimum, the information identified in Section M in sufficient detail to allow for evaluation based on the criteria identified in Section M.1 Evaluation Factors.
- Relevant Past Performance History (Section J, Attachment 4): Complete all blocks
- Section K - Offeror Representations and Certifications: Complete the requested information in each applicable provision in Section K (52.204-8, 52.204-24, 52.209-7). Only return the applicable provisions, not the entire solicitation.
- Acknowledgement of solicitation amendments (if any) by submitting the signed SF-30(s) from <https://beta.sam.gov/> with your offer.

52.216-1 Type of Contract (APR 1984)

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

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

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at [52.222-6](#), Construction Wage Rate Requirements, of this solicitation.

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

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

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

52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)

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

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

Goals for minority participation for each trade: 2.4 percent
Goals for female participation for each trade: 6.9 percent

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered areas" are Curry and Jackson Counties, Oregon.

52.225-10 Notice of Buy American Act Requirement—Construction Materials (MAY 2014)

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

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

52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: USDA Forest Service, Siuslaw National Forest, ATTN: Janet Paul, 3200 SW Jefferson Way, Corvallis, OR 97331.

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

52.252-5 Authorized Deviations in Provisions (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

452.228-70 Alternative Forms of Security (NOV 1996)

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

FAR 52.236-27 Site Visit (Construction)(FEB 1995)

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

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

Eric Grim
541.471.6705
eric.grim@usda.gov

SECTION M--EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FACTORS

Evaluation of quotes will include consideration of information provided by Contractors: (1) past experience on similar projects, (2) technical approach and (3) price.

1. Past Experience. Identify experience your company and key personnel have had in the past five years doing similar roofing projects (i.e. wood shingle roof and/or asphalt roof). Provide the name and phone number of a contact person(s) for each project listed, such as the COR for government contracts or the field representative for private work. Completion of the attached experience questionnaire will be adequate to fulfill this requirement.

2. Technical Approach. Provide a quality control plan of how you will accomplish the work, list of available equipment, and crew size.

3. Price. Complete the Schedule of Items for either Item 1 only, Item 2 only, or both.

Only these factors listed will be evaluated. Contractors are advised to provide a complete response to the experience questionnaire.

M.2 AWARD DETERMINATION

Award may not necessarily be made to the Contractor submitting the lowest quote. Award will be made to the firm with the best value considering the evaluation criteria listed. The Government reserves the right to make cost/technical trade-offs that are in the best interest of the Government, and allows the Government flexibility in making awards based on an Offeror's capacity while also meeting our September 15, 2021 completion date. Award may be made without further negotiation. Quotes should be submitted initially at the most favorable price.