

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET- ASIDE			PAGE OF PAGES 1		
1. REQUEST NO. AG-04N7-S-14-0028		2. DATE ISSUED 4-29-14		3. REQUISITION/PURCHASE REQUEST NO. #685042, AAP 06SO101457835		4. CERT. FOR NAT.DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 <input type="checkbox"/>		RATING
5a. ISSUED BY						6. DELIVER BY (Date)		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY <input type="checkbox"/>		FOB DESTINATION
NAME			TELEPHONE NUMBER			<input checked="" type="checkbox"/> OTHER (See Schedule)		
			AREA CODE		NUMBER		9. DESTINATION	
Serge Jerdes – COR* Amy Chapman - CO			541		618-2072* 618-2016		a. NAME OF CONSIGNEE	
8. TO:						See Schedule		
a. NAME			b. COMPANY			b. STREET ADDRESS		
c. STREET ADDRESS						c. CITY		
d. CITY			e. STATE		f. ZIP CODE		d. STATE e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS May 12, 2014 @ COB 4:30 pm				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.	SUPPLIES/SERVICES			QUANTITY	UNIT	UNIT PRICE	AMOUNT	
(a)	(b)			(c)	(d)	(e)	(f)	
	Carpet Replacement – Gold Beach & Powers Ranger District – Rogue River- Siskiyou National Forest Coos and Curry Co., Oregon			SEE SCHEDULE				
	Government Estimate: Less than \$25,000.00							
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	
d. CITY					e. STATE		f. ZIP CODE	
					c. TITLE (Type or Print)		NUMBER	

NOTE: Quoters are urged to inspect work site before submitting quote.

DUNS NUMBER: _____

EMAIL ADDRESS: _____

NOTES:

Offerors MUST register in the System for Award Management (SAM) database — See FAR clause 52.204-8. <https://www.sam.gov/portal/public/SAM/>

ELECTRONIC OFFERS WILL NOT BE ACCEPTED. An offer that is emailed to a government account will be rejected.

Facsimile quotes will be accepted. See Section L for Fax Number.

This is not a public opening. All offers submitted are considered confidential. The name of the contractor and the amount of the contract will be disclosed only after an award has been made.

QUOTER'S SHALL RETURN THE FOLLOWING PAGES:

1, 2, 3, 23, 24, 25, 26, 27, 28, 36 AND 37

PART I—THE SCHEDULE

SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS

SCHEDULE OF ITEMS

Carpet Replacement at Gold Beach RS & Powers RS
 Rogue River – Siskiyou National Forest
 Coos & Curry Counties, Oregon

BASE ITEM NO	DESCRIPTION	METHOD OF MEASUREMENT	PAY UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
01200-1	Mobilization	LSQ	LS	1	\$XXXXXX	
096816-1	Re-carpet Bldg #2010 Upr (verify 1122 sf)*	LSQ	LS	1	\$XXXXXX	
096816-2	Re-carpet Bldg #2010 Lwr (verify 1168 sf)*	LSQ	LS	1	\$XXXXXX	
096817-1	Re-carpet, Bldg #1047 (verify 561 sf)*	LSQ	LS	1	\$XXXXXX	

TOTAL BASE QUOTED AMOUNT: \$_____

OPTION ITEM NO	DESCRIPTION	METHOD OF MEASUREMENT	PAY UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
096816-3	Re-carpet Bldg #2014 Upr (verify 805 sf)*	LSQ	LS	1	\$XXXXXX	
096816-4	Re-carpet Bldg #2201 Lwr and Stairs	LSQ	LS	1	\$XXXXXX	

TOTAL OPTIONS QUOTED AMOUNT: \$_____

TOTAL BASE + OPTIONS QUOTED AMOUNT: \$_____

- **QUOTERS MUST VERIFY ACTUAL SQUARE FOOTAGE**

Contractor's Name: _____

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 Scope of Contract

The project includes all labor, materials, equipment, supplies, supervision and incidentals necessary for replacing existing carpeting in three 2-story office buildings at **Gold Beach** Ranger Station, and for replacing existing carpeting and padding at residence #1047 at **Powers** Ranger Station. Work includes but is not limited to removal & disposal of carpeting, installing new carpeting, moving office furniture and boxed contents out and back.

C-2 Project Location

Gold Beach Ranger Station is located in Curry County, Oregon, in the south coastal town of Gold Beach, Oregon, on US Hwy 101. The address is 29279 Ellensburg Ave., Gold Beach, OR 97444. (541) 247-3600

Powers Ranger District is located in Coos County, Oregon near the community of Powers, Oregon. It may be reached from the I-5 exit 119 near Roseburg, Oregon. From I-5 take exit 119 toward OR-42 / Winston / OR-99 / Coos Bay and go 0.4 mile, merge onto Coos Bay-Roseburg Hwy and go 3.0 miles, turn right onto W. Douglas Blvd / OR-42 / Coos Bay-Roseburg Hwy. Continue to follow OR-42 / Coos Bay-Roseburg Hwy and go 46.5 miles, stay straight to go onto ramp and go 0.4 mile, stay straight to go onto Powers Hwy (State Road 242 / County Road 219) and go approx. 17 miles to site. The address is 42861 Highway 242, Powers, OR 97466. (541) 439-6200

C-3 Price Range

The Government's estimate is:

Less than \$25,000.00

C-4 AGAR 452.211-72 Statement of Work/Specifications (FEB 1988)

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

C-5 AGAR 452.211-73 Attachments to Statement of Work/Specifications (FEB 1988)

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

C-6 Reference Standards

ANSI	American National Standard Institute
ASTM	American Society for Testing and Materials
BAA	Buy American Act
CFR	Code of Federal Regulations
CS	Commercial Standard
DEPA	Department of Environmental Protection Agency
DEQ	Oregon Department of Environmental Quality
EPA	United States Environmental Protection Agency
FAR	Federal Acquisition Regulations
IBC	International Building Code
ICBO	International Conference of Building Officials
NESHAPS	National Emissions Standards for Hazardous Air Pollutants
NFPA	National Fire Protection Association
NIOSH	National Institute for Occupational Safety and Health
OAR	Oregon Administrative Rules
OR-OSHA	Oregon Occupational Safety and Health Administration
ORS	Oregon Revised Statutes
OSHA	Occupational Safety and Health Administration
RCRA	Resource Conservation and Recovery Act
UBC	Uniform Building Code
UFC	Uniform Fire Code
UL	Underwriters Laboratories, Inc.
USDA	United States Department of Agriculture
USFS	United States Forest Service

SECTION D--PACKAGING AND MARKING

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

SECTION E--INSPECTION AND ACCEPTANCE

E-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-1 Contractor Inspection Requirements (APR 1984)

E-2 52.246-12 Inspection of Construction (AUG 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.

SECTION F--DELIVERIES OR PERFORMANCE

F-1 FAR 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 **60** calendar days after the date the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

CONTRACT PERFORMANCE PERIOD

Base Items:	40 Calendar Days
Option Items:	20 Calendar Days

F-2 Project Coordination/Other Work in the Area

Contractor will be required to coordinate with District staff 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 District staff to a reasonable extent, see Drawings and Specifications for further information. Construction activity is allowed on weekends when coordinated and as agreed to in writing by COR.

Prior to on-site work, provide 3 business days (72 hours) notice to district and COR. Phase furniture moving as needed and coordinate with the district staff.

SECTION G--CONTRACT ADMINISTRATION DATA

G.1 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.

G-2 Government-Furnished Property (Materials) (USDA 452.245-70)(FEB 1988)

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" FAR clause contained elsewhere in the contract.

Property to be Furnished
Delivery

Delivery Point

Time of

NONE

SECTION H--SPECIAL CONTRACT REQUIREMENTS

H-1 FAR 52.236-4 Physical Data (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by USFS.
- (b) Weather conditions suitable for performance of work are normally expected year around.
- (c) Wildlife restrictions – No special restrictions are applicable.

H-2 Use of Premises

- (a) The project site is accessed by Forest Roads that are 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. Contractor shall conduct work in such a manner as to protect the public.
- (b) Contractor shall coordinate with District staff as entrance 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 government 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.

H-3 Utilities

- (a) Sewer: Not available
- (b) Water: Available in reasonable quantities
- (c) Electrical: Available in reasonable quantities

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 Certification of safety plan** 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 type="checkbox"/>	Confined space entry
<input type="checkbox"/>	Fall hazard from work heights exceeding six feet
<input checked="" type="checkbox"/>	Lifting and moving heavy loads
<input checked="" type="checkbox"/>	Heavy equipment operation
<input checked="" type="checkbox"/>	Suspended loads
<input type="checkbox"/>	Fire hazards
<input type="checkbox"/>	Hazardous materials handling
<input type="checkbox"/>	Electrical hazard
<input type="checkbox"/>	Hydraulic and/or pneumatic and/or high pressure hazards
<input type="checkbox"/>	Insects

H-5 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:

Government Approval for Brief Title <u>Submittal</u>	Basic Reference Section	Detailed Requirements Section	Number of Copies To	Submit
Carpet Samples	096816	1.03	1	10 days
Carpet Samples	096817	1.4A	1	10 days
Layout Diagrams	096816	1.03B	1	N/A
Certified Payroll Record WH-347 (submit weekly)	I	FAR 52.222-8	1	N/A
Schedule	I	FAR 52.236-15	1	N/A
Safety Plan Certification	H-4 Hazardous Conditions		1	N/A

Government has 10 calendar days to review packet of submittals unless **noted elsewhere such as in the specifications.**

H-6 Permits and Responsibilities

All permits (unless noted elsewhere) are not required to be obtained by the Contractor due to project's Federal status. The lack of permits will not have negative impacts to the Contractor's license and ability to work within the city in the future. Contractor is responsible, as noted above, to comply with all codes, laws and regulations applicable to this work.

H-7 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.

PART II--CONTRACT CLAUSES

SECTION I--CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.arnet.gov/far/

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.204-13 System for Award Management Maintenance (JUL 2013)
- 52.211-18 Variation in Estimated Quantity (APR 1984)
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
- 52.219-28 Post-Award Small Business Program Representation (JUL 2013)
- 52.222-6 Davis-Bacon Act (JUL 2005)
- 52.222-7 Withholding of Funds (FEB 1988)
- 52.222-8 Payrolls and Basic Records (JUN 2010)
- 52.222-9 Apprentices and Trainees (JUL 2005)
- 52.222-10 Compliance with Copeland Act Requirements (FEB 1988)
- 52.222-11 Subcontracts (Labor Standards) (JUL 2005)
- 52.222-12 Contract Termination - Debarment (FEB 1988)
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
- 52.222-14 Disputes Concerning Labor Standards (FEB 1988)
- 52.222-15 Certification of Eligibility (FEB 1988)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999) (*Applicable if contract exceeds \$10,000*)
- 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)
- 52.222-26 Equal Opportunity (MAR 2007) (*Applicable if contract exceeds \$10,000*)
- 52.222-27 Affirmative Action Compliance Requirements for Construction (FEB 1999) (*Applicable if FAR52.222-26 is included*)
- 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010) (*Applicable if contract exceeds \$15,000*)
- 52.222-50 Combating Trafficking in Persons (FEB 2009)
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEPT 2013)
- 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
- 52.223-6 Drug-Free Workplace (MAY 2001) (*Applicable if contract is awarded to an individual*)

- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- 52.224-1 Privacy Act Notification (APR 1984)
- 52.224-2 Privacy Act (APR 1984)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.227-4 Patent Indemnity -- Construction Contracts (DEC 2007)
- 52.232-5 Payments Under Fixed-Price Construction Contracts (SEP 2002)
- 52.232-18 Availability of Funds (APR 1984)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-27 Prompt Payment for Construction Contracts (JUL 2013)
- 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)
- 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
- 52.233-1 Disputes (JUL 2002)
- 52.233-3 Protest After Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.236-2 Differing Site Conditions (APR 1984)
- 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
- 52.236-5 Material and Workmanship (APR 1984)
- 52.236-6 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)
Alternate I (NOV 1991)
- 52.236-14 Availability and Use of Utility Services (APR 1984)
- 52.236-15 Schedules for Construction Contracts (APR 1984)
- 52.236-17 Layout of Work (APR 1984)
- 52.236-27 Site Visit (Construction) (FEB 1995)
- 52.242-14 Suspension of Work (APR 1984)
- 52.243-5 Changes and Changed Conditions (APR 1984)
- 52.245-1 Government Property (APR 2012)
- 52.245-2 Government Property Installation Operation Services (APR 2012)
- 52.245-9 Use and Charges (APR 2012)
- 52.246-21 Warranty of Construction (MAR 1994)
Alternate I (APR 1984)
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
- 52.249-10 Default (Fixed-Price Construction) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

- 452.236-72 Use of Premises (NOV 1996)
- 452.236-73 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)

I.2 FAR 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 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.3 FAR 52.225-9 BUY AMERICAN ACT-CONSTRUCTION MATERIALS (SEP 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

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 entry certificate is issued).]

I-5 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

- (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 [*insert regulation name*] (48 CFR _____) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

I--7 AGAR 452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS (FEB 2012) (ALTERNATE 1) (FEB 2012)

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

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

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

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

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

SECTION J--LIST OF ATTACHMENTS

J.1 List of Attachments

- | | | | |
|----|--|---------------------------|---------|
| 1. | Project Specifications | | 6 pages |
| | <u>Section</u> | <u>Description</u> | |
| | 01200 | Mobilization | 1 page |
| | 096816 | Carpeting Glued | 3 pages |
| | 096817 | Carpeting with Cushion | 2 pages |
| 2. | Project Drawings (4 sheets, separate file) | | |
| | <u>Sheet No.</u> | <u>Sheet Title</u> | |
| | 1 | Title Sheet | |
| | 2 | Site Plans | |
| | 3 | Floor Plans #2010 & #2014 | |
| | 4 | Floor Plans #2201 | |
| 4. | DOL Wage Decision No. OR 35, with 2 modifications, dated 2-7-14,
applicable to Base Items | | 7 pages |
| 5. | DOL Wage Decision No. OR 4, with 1 modification, dated 1-17-14,
Applicable to Option Items | | 6 pages |

SECTION 01200
MOBILIZATION

PART 1 - GENERAL

1.01 SUMMARY

- A. This work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, and for all other work and operations that must be performed or that cause costs to be incurred prior to beginning work on the various items on the project site.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PART 4 - MEASUREMENT AND PAYMENT

4.01 PROGRESS PAYMENTS WILL BE MADE AS FOLLOWS:

- A. When 5 percent or more of the original contract amount is earned from other pay items, 50 percent of the amount for mobilization, or 5 percent of the original contract amount, whichever is less, will be paid.
- B. When 10 percent or more of the original contract amount is earned from other pay items, 100 percent of the amount for mobilization, or 10 percent of the original contract amount, whichever is less, will be paid.
- C. Upon completion of all work on the project, any unpaid amount for mobilization will be paid.
- D. The total of all payments shall not exceed the original contract amount for this item.

4.02 BASIS OF PAYMENT

- A. Payment will be made under:

PAY ITEM	DESCRIPTION	PAY UNIT
01200-1	Mobilization	Lump Sum

END OF SECTION

SECTION 096816

CARPETING GLUED

PART 1 - GENERAL

1.01 SUMMARY

- A. This section specifies removal, disposal, furnishing and installation of commercial grade carpeting, direct-glued, and accessories showing minimum requirements.
- B. All existing carpet areas as shown on drawings are to receive new carpeting including stairs.
- C. This section includes removal and return of existing office furniture and government-boxed office contents in work areas.
- D. Government shall box office contents to be moved by the contractor, and shall move only computers and electronic equipment.
- E. Provide 3 business days (72 hours) prior notice of start work and schedule as part of coordination.

1.02 SUBMITTALS

- A. Submit 12 inch x 16 inch minimum carpeting and 6 inch long trim edging samples for approval 1 week prior to installation. 2 colors will be selected from a minimum of 8 standard manufacturer's colors.
- B. Submit layout diagram indicating directions and location of weave, seams, edging, and moldings.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Deliver carpet to job site in weather protective wrapping clearly labeled with manufacturer's name, brand name, size, and related information. Store in a safe, dry, clean, well ventilated area. **Bulk storage space is not available on-site.**

1.04 EXTRA MATERIALS

- A. Bundle carpet remnants and store on site in COR designated location. Provide minimum 5 percent overrun for each color selected.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Commercial Carpet
 - 1. Product: "Everywear" manufactured by Mannington Commercial, or equal standard of quality.
 - 2. Construction: Enhanced Graphics Loop
 - 3. Roll Width: 12 ft.
 - 4. Color: To be selected from submitted samples of full standard product line.
 - 5. Pile: Solution dyed nylon
 - 6. Primary Backing Type: 100% Woven Synthetic

7. Secondary Backing: Ultra bac Plus
 8. Dye Method: Solution
 9. Tufted Yarn Weight: 26 ounces per square yard.
 10. Pile Thickness: 0.136 inches
 11. Gauge/Pitch: 1/10
 12. Average Density: 5823
 13. Weight Density: 128, 117
 14. Stitches per Inch: 8.8
 15. Max. Electrostatic Charge: 3 Kv. @ 20 percent R.H.
 16. Performance Testing Specifications: Delamination Strength, Pill Test, Radiant Panel Test, Smoke Chamber Test, Static Test
 17. Warranty: 10 year limited wear
 18. Critical Radiant Flux: Minimum of 0.22 watts/sq cm, when tested in accordance with ASTM E 648 or NFPA 253.
 19. Surface Flammability Ignition: Pass ASTM D 2859 (the "pill test").
- B. Edge Guard
1. Provide vinyl, tapered edge with 2 inch minimum anchor flange. Color to be selected by COR.
- C. Moldings and Edge Strips: Re-use or match existing wall base and color.
- D. Seam Adhesive: Recommended by manufacturer.
- E. Contact Adhesive: Compatible with carpet material; releasable type.

PART 3 - EXECUTION

3.01 MOVING

- A. Schedule by phases and move existing furniture and government-boxed office contents from carpeting work areas, and return to original locations after carpet installation as required to minimize disruption to government business operations. Contractor may need to provide temporary external storage.
- B. Government shall move only computers and other electronic equipment out of affected areas at its expense upon 3 business days prior notice of scheduled work by contractor, and back in upon phased return of furniture & boxes by the contractor.
- C. Protect items moved from damage, including but not limited to the weather.

3.02 PREPARATION

- A. Carefully salvage and re-use all existing wood wall base.
- B. Remove and dispose all existing carpeting in designated areas.
- C. Remove oil and grease spots from substrate. Fill joints, cracks wider than 1/16 inch, and holes to a smooth surface. Do not nail holes.
- D. Examine and verify that floor surface areas are dry, clean, smooth and ready to install carpet.

3.03 INSTALLATION

- C. Lay out carpet:
 - 1. Locate seams in area of least traffic, out of areas of pivoting traffic, and parallel to main traffic.
 - 2. Do not locate seams perpendicular through door openings.
 - 3. Provide monolithic color, pattern, and texture match within any one area.
 - 4. Provide carpet from single dye lot.
- B. Install carpet in accordance with manufacturer’s instructions. Fully cement carpet to substrate with a release type adhesive according to manufacturer's instructions. Lay carpet smooth, flat, and fit to walls, projections, and contours. No small pieces will be allowed around doorjamb or other penetrations.
- C. Apply seam adhesive to cut edges of woven carpet immediately. Provide carpet edge guard at exposed edges, anchor guard to substrate.
- D. Make all butt joints tight. Roll carpet lightly to remove air pockets and ensure uniform bond.
- E. Reinstall salvaged wood wall base. Replace any damaged unsalvageable wood wall base with new wood wall base in kind.

3.04 CLEANING

- A. Promptly remove any adhesive from exposed face of carpet and wall surfaces.
- B. After installation is complete, remove debris and clean carpet. Remove threads with sharp scissors. Dispose of unusable scraps. Usable pieces are roll end less than 9 foot 0 inch long and pieces over 3 square foot in area.

PART 4 - MEASUREMENT AND PAYMENT (NOT USED)

4.01 METHOD OF MEASUREMENT

- A. Measurement will be the completed re-carpeting of buildings as shown in the specifications and on the drawings, including all labor, moving, equipment, materials, and supervision.

4.02 BASIS OF PAYMENT

- A. Payment will be made at the contract lump sum price for the acceptably completed work.
- B. Payment will be made under:

BASE

<u>PAY ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>
096816-1	Re-carpet Bldg #2010 Upr (verify 1122 sf)	Lump Sum
096816-2	Re-carpet Bldg #2010 Lwr (verify 1168 sf)	Lump Sum

OPTION

<u>PAY ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>
096816-3	Re-carpet Bldg #2014 Upr (verify 805 sf)	Lump Sum
096806-4	Re-carpet Bldg #2201 Lwr and Stairs	Lump sum

END OF SECTION

SECTION 096817

CARPET WITH CUSHION

PART 1 - GENERAL

1.1 SUMMARY

- A. Work includes furnishing and installing carpet, cushion, and associated items in all existing carpet areas of residence building #1047 at Powers Ranger Station.
- B. Work also includes removal and disposal of existing carpet and cushion.
- C. Work is limited to normal business hours of 8:00 am to 5:00 pm, Monday thru Friday, and excluded from federal holidays.
- D. Government shall move furniture out of affected areas at its expense upon 3 business days prior notice of scheduled work by contractor, and back in upon approved completion of contracted work.
- E. Provide 3 business days (72 hours) coordination notice prior to starting work.

1.2 DELIVERY AND STORAGE

- A. Deliver materials to the project adequately protected and bearing the manufacturer's name, type, color and run number.
- B. All carpeting in any one room or area shall be from one manufacturer's run.
- C. Store all materials at a minimum temperature of 70 degrees F. for not less than 48 hours before installation.

1.3 PROTECTION

- A. Provide such measures as are required to protect the installed carpet from dirt and damage until the project is accepted by the Contracting Officer.

1.4 SUBMITTAL

- A. Submit samples of carpet and cushion for selection from the manufacturers standard range of colors and patterns for approval by the Contracting Officer after consultation with the district facilities manager.

2. PART 2 - PRODUCTS

2.1 CARPET

- A. Carpet shall be a minimum of 12' wide rolls with the following minimum characteristics:
 - Construction - Jute or Action Back
 - Surface Texture - single-level cut tuft pile.
 - Pile Fiber - 100% nylon with less than 5 KV static control.
 - Pile Weight - 45.0 oz./sq.yd. - top yarn weight.
 - Approx. Pile Height – between 3/8” and 3/4” inches.

2.2 CUSHION

- A. Carpet cushion shall be rebond with a top polyethelene scrim, 7/16 inch minimum thickness, and 8-pound density.

2.3 METAL TRANSITION STRIPS

- A. Extruded aluminum in maximum available lengths to minimize joints, and meeting ABA requirements. Match nearest approximate color.

3. PART 3 - EXECUTION

3.1 PREPARATION

- A. Remove existing carpet and cushion, and dispose from government property.
- B. Fill all cracks, minor holes, crevices, and depressions with crack filler.
- C. Carefully remove wood wall base and salvage for reuse.

3.2 INSTALLATION

- A. Follow the manufacturer's specifications and recommendations for all installations.
- B. Provide stretch-in-tackless installation using glue and/or nailed tackless stripping with edges of carpet concealed at wall bases.
- C. Tape and/or sew seams after butting trimmed edges with sealing cement.
- D. Stretch carpet in both directions in accordance with mill's instructions. Use proper stretchers except where space is too small.
- E. Reinstall salvaged wall base. Replace any unsalvageable wall base with new in kind.
- F. Install metal edge guard at exposed edge(s). Coordinate with other trades.

3.3 CLEANUP

- A. Protect adjacent areas from damage.
- B. Cleanup work areas of all excess work related materials
- C. Dispose excess materials from government property.

4. PART 4 – MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. Measurement will be for each fully completed installation including supplies, disposal and cleanup.

4.2 BASIS OF PAYMENT

- A. Payment will be made under:

PAY ITEM	DESCRIPTION	PAY UNIT
096817-1	Re-carpet, Bldg #1047 (verify 561 sf)	Lump Sum

END OF SECTION



PROJECT LOCATIONS AT RANGER STATIONS

SYMBOL DESCRIPTION

- INTERSTATE HIGHWAY
- U.S. HIGHWAY
- STATE HIGHWAY



LOCATION MAP

UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE

PACIFIC NORTHWEST REGION

ROGUE RIVER-SISKIYOU NATIONAL FOREST

GOLD BEACH & POWERS RANGER DISTRICTS

CONSTRUCTION DRAWINGS FOR

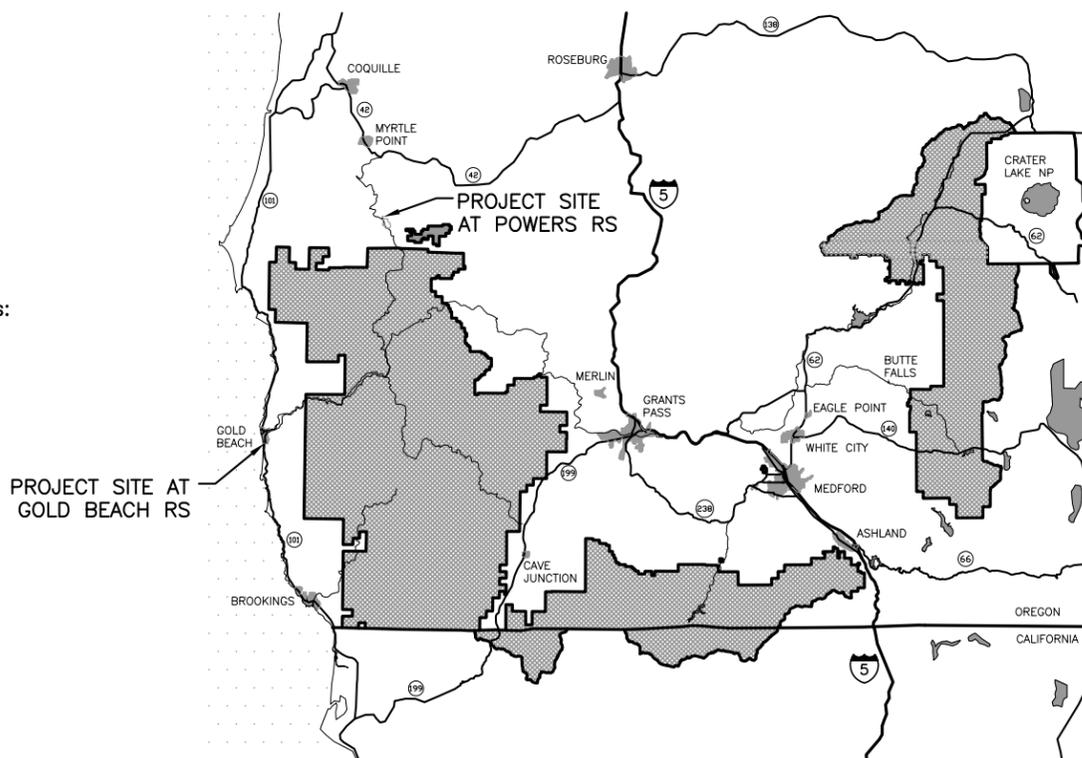
CARPET REPLACEMENT AT GOLD BEACH RS & POWERS RS



DRAWING INDEX

SHEET	TITLE
1	TITLE SHEET
2	SITE PLANS
3	FLOOR PLANS #2010 & #2014
4	FLOOR PLANS #2201

TOTAL SHEETS = 4



PROJECT SITE



I Have Reviewed the Technical Aspects of These Drawings:

Project Manager _____ Date _____

Assistant Forest Engineer _____ Date _____

Recommended By:

Recreation, Engineering & Lands Staff Officer _____ Date _____

Approved By:

These drawings comply with the Forest Plan and project specific NEPA documentation.

District Ranger _____ Date _____

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U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
R6
PACIFIC NORTHWEST REGION

Forest
**ROGUE RIVER-SISKIYOU
NATIONAL FOREST**
GOLD BEACH & POWERS RANGER DISTRICTS

Design: SERGE JERDES
Drawn: SERGE JERDES
Checked: ERIC GRIM
Date: 3/11/14

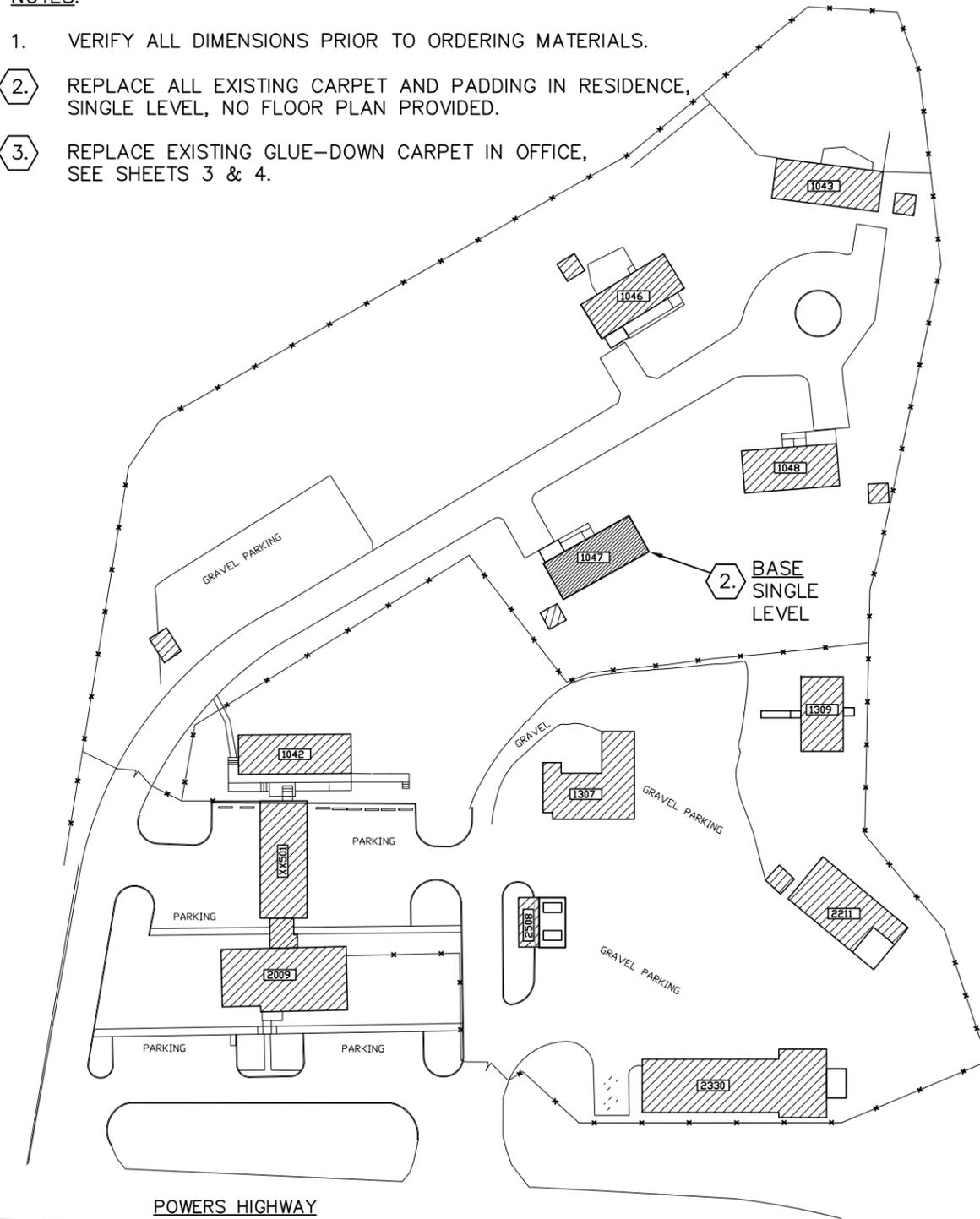
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TITLE SHEET
CARPET REPLACEMENT AT GOLD BEACH RS & POWERS RS

Sub Sheet:

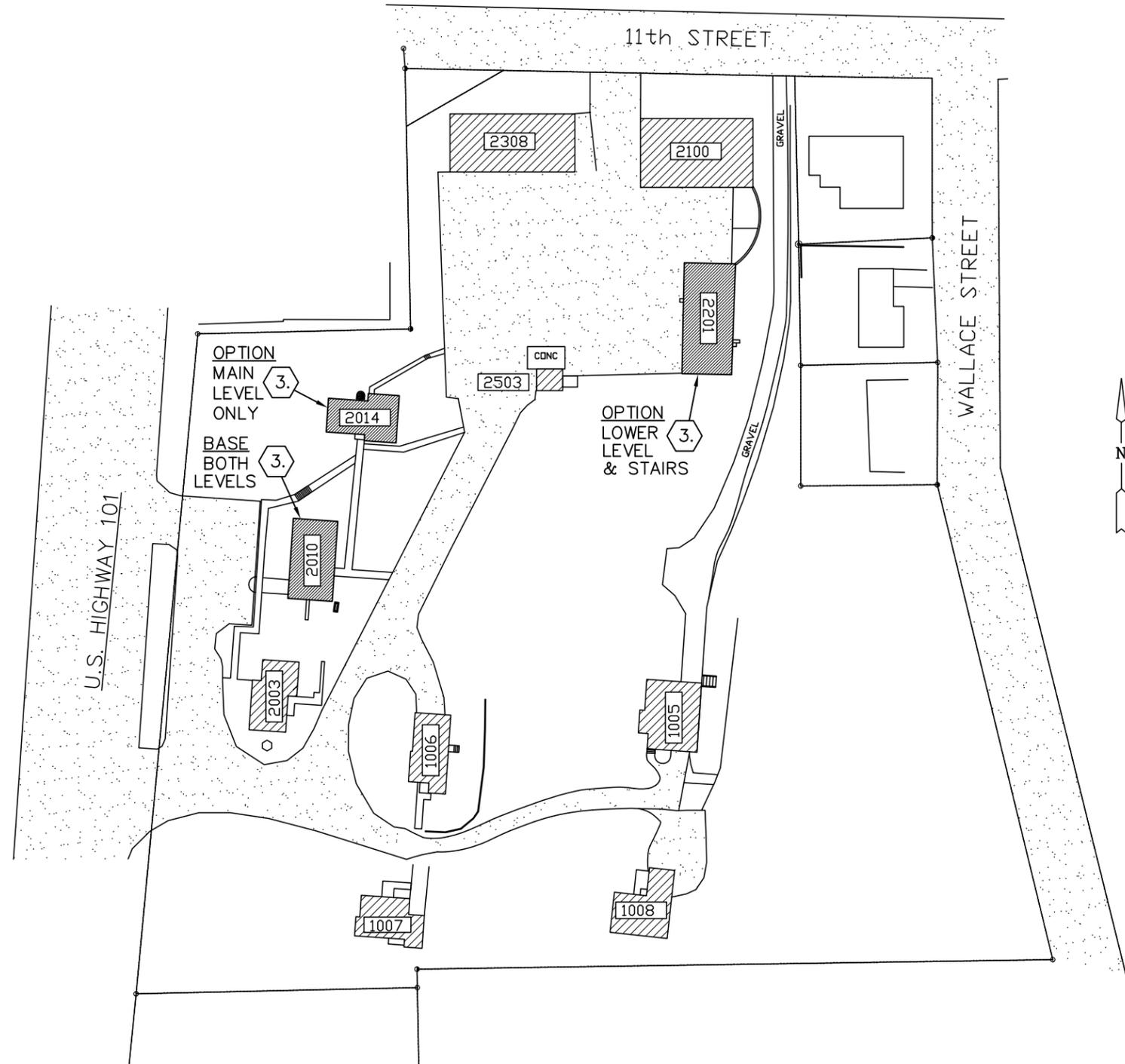
Project No:
Sheet
1 OF **4**

NOTES:

1. VERIFY ALL DIMENSIONS PRIOR TO ORDERING MATERIALS.
2. REPLACE ALL EXISTING CARPET AND PADDING IN RESIDENCE, SINGLE LEVEL, NO FLOOR PLAN PROVIDED.
3. REPLACE EXISTING GLUE-DOWN CARPET IN OFFICE, SEE SHEETS 3 & 4.



SITE PLAN – POWERS RS
(NO SCALE)



SITE PLAN – GOLD BEACH RS
(NO SCALE)

3/21/14 13:02 SERGE_JERDES 2-SITE PLANS.DWG

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
R6
PACIFIC NORTHWEST REGION

Forest
**ROGUE RIVER-SISKIYOU
NATIONAL FOREST**
GOLD BEACH & POWERS RANGER DISTRICTS

Design: SERGE JERDES
Drawn: SERGE JERDES
Checked: ERIC GRIM
Date: 3/18/14

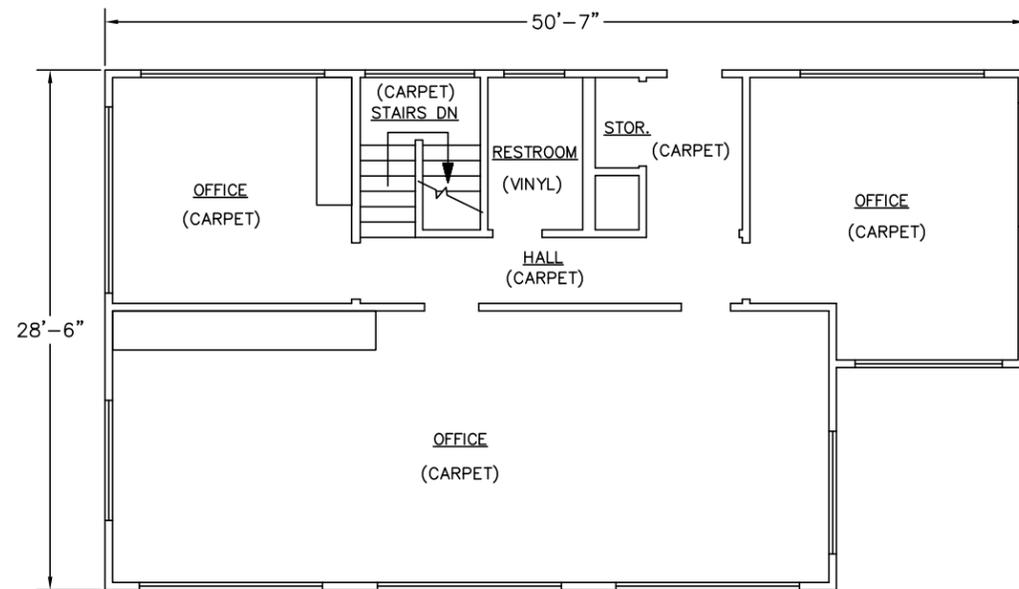
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SITE PLANS
CARPET REPLACEMENT AT GOLD BEACH RS & POWERS RS

Sub Sheet:

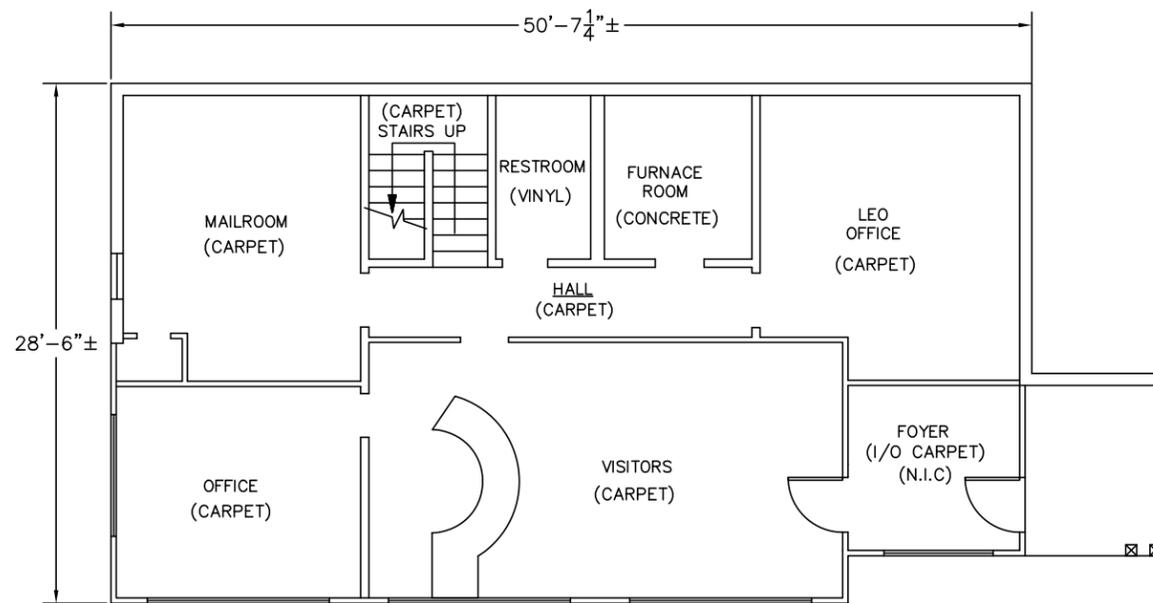
Project No:
Sheet
2 OF **4**

NOTES:

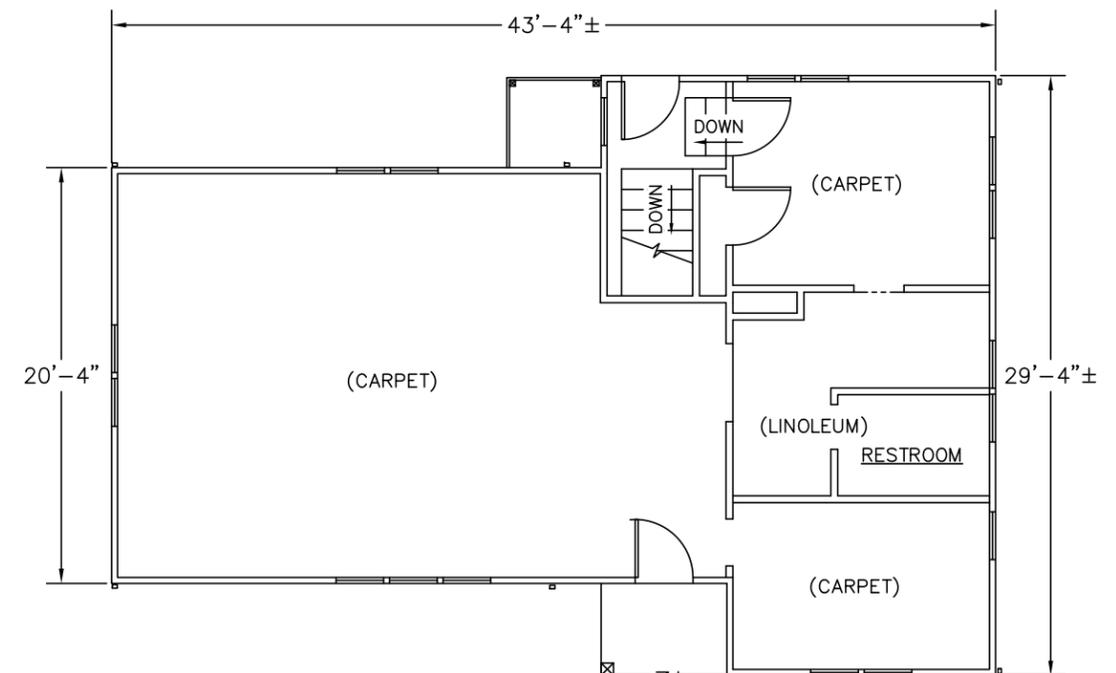
1. VERIFY ALL DIMENSIONS PRIOR TO ORDERING MATERIALS.



← z
 (BASE) BLDG #2010 – UPPER FLOOR PLAN



← z
 (BASE) BLDG #2010 – LOWER FLOOR PLAN



↑ N
 (OPTION) BLDG #2014 – UPPER FLOOR PLAN

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U.S. DEPARTMENT OF AGRICULTURE
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 PACIFIC NORTHWEST REGION

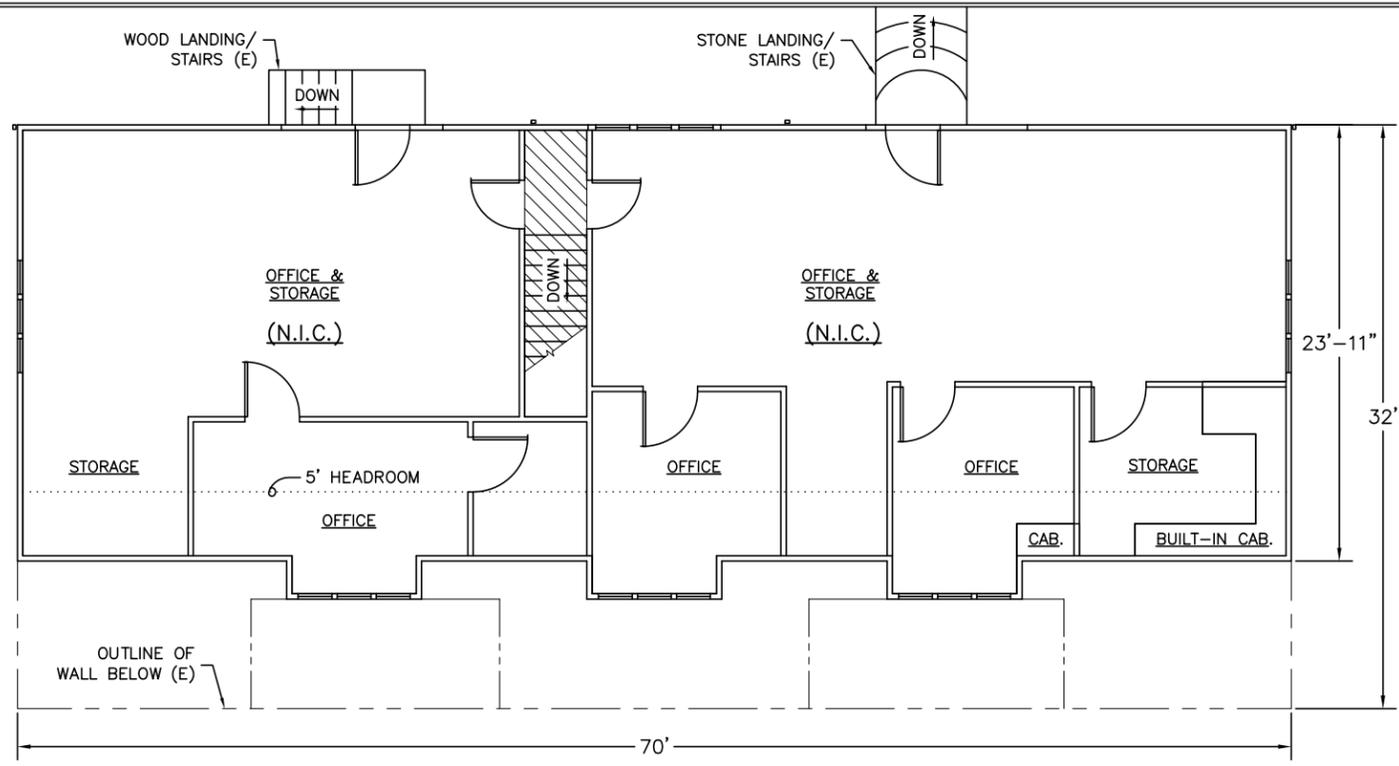
Forest
**ROGUE RIVER-SISKIYOU
 NATIONAL FOREST**
 GOLD BEACH & POWERS RANGER DISTRICTS

Design: SERGE JERDES
 Drawn: SERGE JERDES
 Checked: ERIC GRIM
 Date: 3/18/14

Sheet Title:
**FLOOR PLANS
 BLDGS #2010 & #2014**
 CARPET REPLACEMENT AT GOLD BEACH RS & POWERS RS

Sub Sheet:

Project No:
 Sheet 3 OF 4



NOTES:

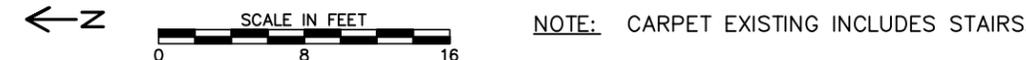
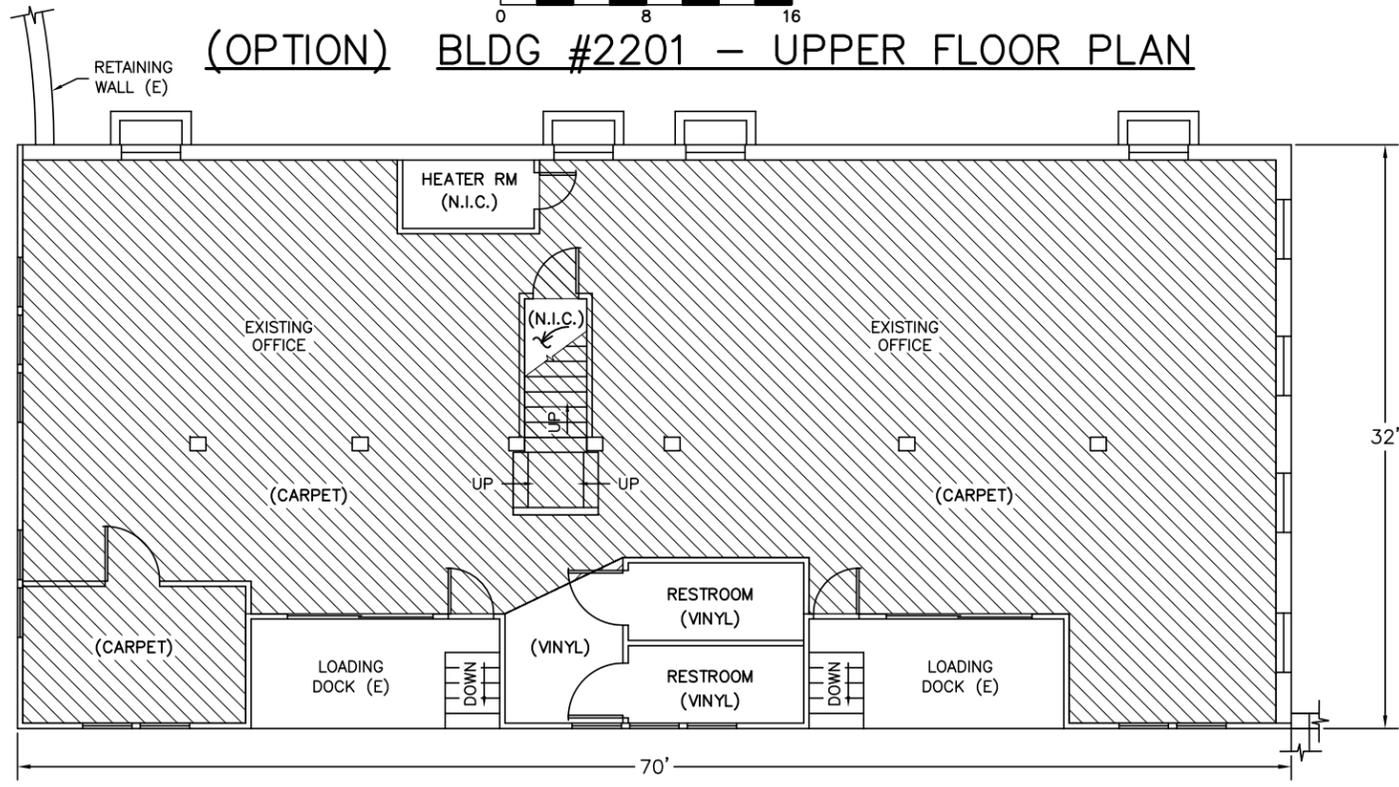
1. VERIFY ALL DIMENSIONS PRIOR TO ORDERING MATERIALS.

LEGEND

 INDICATES AREAS OF CARPET TO BE REPLACED. INCLUDE STAIRS & EXCLUDE UNDERSTAIRS CLOSET. VERIFY APPROXIMATE AREA TO CARPET IS 1,855 SF.



(OPTION) BLDG #2201 – UPPER FLOOR PLAN



(OPTION) BLDG #2201 – LOWER FLOOR PLAN

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NATIONAL FOREST**
GOLD BEACH & POWERS RANGER DISTRICTS

Design: SERGE JERDES
Drawn: SERGE JERDES
Checked: ERIC GRIM
Date: 3/17/14

Sheet Title:
**FLOOR PLANS
BLDG #2201**
CARPET REPLACEMENT AT GOLD BEACH RS & POWERS RS

Sub Sheet:

Project No:
Sheet
4 OF **4**

General Decision Number: OR140035 02/07/2014 OR35

Superseded General Decision Number: OR20130035

State: Oregon

Construction Type: Building

County: Curry County in Oregon.

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

Modification Number	Publication Date
0	01/03/2014
1	01/17/2014
2	02/07/2014

BROR0001-018 06/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 32.75	16.15
TILE FINISHER.....	\$ 21.82	11.02
TILE SETTER.....	\$ 29.19	14.64

CARP0001-031 06/01/2012

	Rates	Fringes
Carpenters:		
Including Cabinet		
installation and form work..	\$ 32.61	14.44
MILLWRIGHT.....	\$ 33.11	14.44

CARP9001-004 06/01/2012

	Rates	Fringes
Acoustical Ceiling Installer		
& Drywall Hanger.....	\$ 32.90	14.44

* ELEC0932-012 01/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 34.00	14.77

ELEC0932-013 01/01/2013

	Rates	Fringes
ELECTRICIAN (Electrical		
installer alarms, low voltage		
wiring for alarms, low		
voltage wiring and telephone		

installation.).....\$ 25.30 12.61

ENGI0701-025 01/01/2014

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.25	13.70
GROUP 1A.....	\$ 40.16	13.70
GROUP 1B.....	\$ 42.08	13.70
GROUP 2.....	\$ 36.56	13.70
GROUP 3.....	\$ 35.54	13.70
GROUP 4.....	\$ 34.56	13.70
GROUP 5.....	\$ 33.43	13.70
GROUP 6.....	\$ 30.34	13.70

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom;

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over

GROUP 2: CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); BLADE: Auto Grader; Blade Operator-Robotic; Bulldozer: Over 120,000 lbs and above; Bulldozer: D-10, D-11 and similar type; Loader: 120,000 lbs and above

GROUP 3: HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); Bulldozer: over 70,000 lbs up to and including 120,000; Loader: 60,000 lbs and less than 120,000 lbs

GROUP 4: CRANE: Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; TRACKHOE--ROBOTIC: up to and including 20,000 lbs. with any or all attachments; BLADE: Blade operator; Tractor operator with boom attachment; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional

Drill Operator over 20,000 lbs pullback; CRANE: Chicago boom and similar types; Boom type lifting device, 5 ton capacity or less; Asphalt Paver; Mechanic; Bulldozer: over 20,000 lbs and more than 100 horse and up to 70,000 lbs; Loader: 25,000 lbs and less than 60,000 lbs

GROUP 5: TRACKHOE-HYDRAULIC: up to and including 20,000 lbs.; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill Operator less than 20,000 lbs pullback; Concrete Pumper; Concrete Paver; forklift over 5 ton; Bulldozer: 20,000 lbs or less, or 100 horse or less; Loader: rubber tired type, less than 25,000 lbs

GROUP 6: LOADERS: (less than 1 cu yd.); Oiler; Crane oiler; forklift; Broom

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

IRON0029-013 07/01/2013

	Rates	Fringes
IRONWORKER (Reinforcing and Structural).....	\$ 34.12	21.35

LABO0001-030 09/01/2013

	Rates	Fringes
Laborers: (Mason Tender-Cement/Concrete).....	\$ 27.63	12.85

LABO0001-031 06/01/2013

	Rates	Fringes
Laborers: (Mason Tender-Brick)....	\$ 27.63	12.85

LABO0003-015 06/01/2013

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 26.09	12.85
GROUP 2.....	\$ 27.09	12.85
GROUP 3.....	\$ 22.57	12.85

LABORER CLASSIFICATIONS

- GROUP 1: Form-Stripping; Demolition; General Laborer
- GROUP 2: Grade Checker, Pipelayer
- GROUP 3: Flagger

PAIN0055-024 08/13/2012

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 32.22	12.40

PAIN0055-027 07/01/2013

	Rates	Fringes
Painters:		
Brush, Roller and Spray.....	\$ 20.01	8.83

PAIN0740-002 01/01/2013

	Rates	Fringes
GLAZIER.....	\$ 35.80	13.89

PLAS0082-003 06/01/2011		
	Rates	Fringes
PLASTERER.....	\$ 25.08	11.32

PLAS0555-006 06/01/2012		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 29.98	17.76

PLUM0290-012 04/01/2012		
	Rates	Fringes
PIPEFITTER.....	\$ 38.20	21.36

SUOR2009-033 11/09/2009		
	Rates	Fringes
ABATEMENT WORKER: ASBESTOS (Removal from Ceilings, Floors, and Walls).....	\$ 18.57	0.00
ELECTRICAL INSTALLER (Electrical Door/Eyes/Pressure Strips).....	\$ 14.00	0.00
OPERATOR: Backhoe.....	\$ 21.68	7.67
OPERATOR: Excavator.....	\$ 21.68	5.46
OPERATOR: Roller.....	\$ 17.14	0.00
OPERATOR: Screed.....	\$ 16.00	0.00
PLUMBER.....	\$ 27.32	9.86
SHEET METAL WORKER (Metal Roofs Installation).....	\$ 23.65	6.33
SHEET METAL WORKER, Excludes Metal Roof Installation.....	\$ 29.23	4.16
TRUCK DRIVER: Dump Truck.....	\$ 16.00	0.00

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

=====

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

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

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived 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 majority 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.

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

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISION

General Decision Number: OR140004 01/17/2014 OR4

Superseded General Decision Number: OR20130004

State: Oregon

Construction Type: Residential

County: Coos County in Oregon.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/03/2014
1	01/17/2014

CARP0001-019 07/01/2013

	Rates	Fringes
Carpenters:		
Form Work Only-Multi Unit...	\$ 24.84	10.86
Form Work Only-Single Unit..	\$ 22.34	10.86

ELEC0932-006 07/01/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 24.74	11.94

* ENGI0701-017 01/01/2014

	Rates	Fringes
Power equipment operators:		
GROUP 2.....	\$ 36.56	13.70
GROUP 3.....	\$ 35.54	13.70
GROUP 4.....	\$ 34.56	13.70
GROUP 5.....	\$ 33.43	13.70
GROUP 6.....	\$ 30.34	13.70

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 2: BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator,tandem, quadnine, D10, D11, and similar type; LOADERS: Loader operator, 120,000 lbs. and above; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs; Blade Operator-Robotic; Rubber tired scraper with tandom scrapers, multi-engine

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; Rubber Tired

Scraper: with tandem scrapers; self loading, paddle wheel, auger type, finish and/or 2 or more units.

GROUP 4: BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; HYDRAULIC HOES EXCAVATOR/TRACKHOE: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; LOADERS: Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Rubber-tired dozers; Asphalt Paver; Screed Operator; Blade Operator; Rubber-Tired Scraper, single engine, single scraper.

GROUP 5: Roller Operator; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; HYDRAULIC HOES EXCAVATORS/TRACKHOE: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber-tired type, less than 25,000 lbs; Concrete Pumper; Concrete Paver

GROUP 6: LOADERS: (less than 1 cu yd.); Grade checker; Roller (Non-Asphalt)

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

LABO0001-030 09/01/2013

	Rates	Fringes
Laborers: (Mason Tender-Cement/Concrete).....	\$ 27.63	12.85

PLAS0555-003 06/01/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 29.98	17.76

TEAM0037-008 06/01/2013

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 26.90	13.75
GROUP 2.....	\$ 27.02	13.75
GROUP 3.....	\$ 27.15	13.75
GROUP 4.....	\$ 27.41	13.75
GROUP 5.....	\$ 27.63	13.75
GROUP 6.....	\$ 27.79	13.75
GROUP 7.....	\$ 27.99	13.75

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Dump trucks, side, end and bottom dumps: up to and including 10 cu. yds.

GROUP 2: Dump trucks/articulated dumps 6 cu to 10 cu.;

GROUP 3: Dump trucks, side, end and bottom dumps: over 10 cu. yds. and including 30 cu. yds., includes articulated dump trucks

GROUP 4: Dump trucks, side, end and bottom dumps: over 30 cu. yds. and including 50 cu. yds. and includes articulated dump trucks

GROUP 5: Dump trucks, side, end and bottom dumps: over 50 cu. yds. and including 60 cu. yds. and includes articulated

dump trucks

GROUP 6: Dump trucks, side, end and bottom dumps: over 60 cu. yds. and including 80 cu. yds. and includes articulated dump trucks

GROUP 7: Dump trucks, side, end and bottom dumps: over 80 cu. yds. and including 100 cu. yds., includes articulated dump trucks

SUOR2009-002 10/16/2009

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 17.50	0.00
LABORER: Common or General.....	\$ 11.00	0.00
ROOFER.....	\$ 14.41	0.00

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

=====

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

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

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived 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 majority 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:

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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:

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U.S. Department of Labor
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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:

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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.

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

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

=====

END OF GENERAL DECISION

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

K-1 AGAR 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):	<u>ALL</u>
--NAICS Code	<u>238350</u>
--Size Standard	<u>\$14.0 M</u>

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238350.

(2) The small business size standard is \$14.0 M.

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

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

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

(i) Paragraph (d) applies.

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

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

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

- (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), System for Award Management.
- (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010, or 2012.
- (vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

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

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

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

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

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

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

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

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

[*Contracting Officer check as appropriate.*]

__ (i) [52.219-22](#), Small Disadvantaged Business Status.

__ (A) Basic.

__ (B) Alternate I.

__ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

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

__ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

__ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

__ (vi) [52.227-6](#), Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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

K- 3 AGAR 452.209 – 70 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION (DEVIATION 2012-01) (FEB 2012) (ALTERNATE 1) (FEB 2012)

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

(b) The Offeror represents that –

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

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

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

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

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

K-4 FAR 52.223-1 BIOBASED PRODUCT CERTIFICATION (MAY 2012)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

K-5 FAR 52.222.22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS(FEB 1999)

The offeror represents that—

It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

It has, has not filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

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

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

452.204-70 Inquiries (FEB 1988)

L.1 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Definitions. As used in this provision—

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at [Subpart 32.11](#)) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required

by the Federal Funding Accountability and Transparency Act of 2006 (see [Subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

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

(a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: **541-618-2148**

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal.

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timelines, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

L.3 FAR 52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS FPMR PART 101-29 (JUN 1988)

(a) The specifications in this solicitation may be obtained from:

<u>Specification</u>	<u>Address</u>
Standards Specifications for Construction of Roads and Bridges On Federal Highway Projects FP-03 U.S. Customary Units	Available online at: http://www.wfl.fha.dot.gov/design/specs/fp03.htm OR: Superintendent of Documents U.S. Government Printing Office, Washington, D.C. 20402
Standard Specifications for Construction and Maintenance of Trails (EM-7720-103)	Superintendent of Documents U. S. Government Printing Office, Washington, D.C. 20402
ASTM Standards	American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19428 (610) 832-9585 http://www.astm.org/
AASHTO Standards	American Association of State Highway and Transportation Officials 444 North Capitol Street, NW Suite 249 Washington, D.C. 20001 http://www.transportation.org/

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

L.4 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

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

**L-5 FAR 52.222-5 DAVIS-BACON ACT—SECONDARY SITE OF THE WORK
(JUL 2005)**

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

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

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

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

**L.6 FAR 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%

Goals for female participation for each trade: 6.9%

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

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative actions obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the

length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Oregon, Curry Co., Gold Beach (Base Items) and Oregon, Coos Co., Powers, (Option Items). (*Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city.*)

L.7 FAR 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS (FEB 2009)

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

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

(c) *Evaluation of offers.*

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

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

(d) Alternate offers.

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

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

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

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

SECTION M--EVALUATION FACTORS FOR AWARD

M.1 AWARD DETERMINATION

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

M.2 52.217-4 Evaluation of Options Exercised at Time of Contract Award (June 1988)

Except when it is determined in accordance with FAR [17.206\(b\)](#) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

M.3 EVALUATION FACTORS (RETURN THIS FORM WITH OFFER)

A. EXPERIENCE / QUALIFICATIONS: (List experience and qualifications pertinent to this solicitation or similar type of work.). Provide a brief description of the work performance.

1. _____

2. _____

3. _____

4. _____

5. _____

B. PAST PERFORMANCE: (List names of Contracting Officer/Technical Representatives & phone numbers.
State if experience is Federal, State or private.)

NAME	FOREST LOCATION	PHONE NUMBER
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

SIGNATURE OF OFFEROR: _____