

**SOLICITATION AG-0261-S-15-0077
SJ HOUSING BARRACKS #3 ROOF REPAIR
RESOLICITATION**

**PAYETTE NATIONAL FOREST
MCCALL, ID – VALLEY COUNTY**

AT A MINIMUM, PLEASE PROVIDE THE FOLLOWING:

1. SF-18
 - a. Completed, signed and dated.
 - b. Provide your DUNS NUMBER.
2. Representations and Certifications FAR 52.204-8 and AGAR 452.209-70. If you have completed the Representations and Certifications via SAM.GOV, please only submit a response to Paragraph (b), and complete AGAR 452.209-70.
3. Past Performance as request in Section M – Evaluation Factors for Award.
4. Provide Liability insurance verification with proposal.
5. Complete Idaho workers comp form www.iic.idaho.gov/forms/ic_wc_verification.pdf.

Submit your information to one of the following:

Email: TEARNBERGER@fs.fed.us

OR MAIL TO:

Tanya E. Arnberger
Contract Specialist, SWINAC
USDA Forest Service, Region 4
1249 S. Vinnell Way, Suite 200
Boise, ID 83709

PLEASE ENSURE YOU ARE ACTIVE IN WWW.SAM.GOV AND THAT YOUR REPRESENTATIONS AND CERTIFICATIONS ARE COMPLETE. REFER TO THE CENTRAL CONTRACTOR REGISTRATION CLAUSE, FAR 52.204-7 AND 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS.

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 2 33
1. REQUEST NO. AG-0261-S-15-0077		2. DATE ISSUED 05/11/2015	3. REQUISITION/PURCHASE REQUEST NO.		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1
5a. ISSUED BY SW IDAHO-NEVADA ACQUISITION CENTER ATTN TANYA E ARNBERGER 1249 S VINNELL WAY STE 200 BOISE ID 83709-1663			6. DELIVERY BY (Date) 14 Days After Notice to Proceed		
5b. FOR INFORMATION CALL: (No collect calls)			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
NAME TANYA ARNBERGER			TELEPHONE NUMBER AREA CODE 208 NUMBER 373-4186		9. DESTINATION a. NAME OF CONSIGNEE PAYETTE NATIONAL FOREST
8. TO: a. NAME			b. COMPANY		b. STREET ADDRESS 800 WEST LAKESIDE AVE
c. STREET ADDRESS			c. CITY MCCALL		
d. CITY		e. STATE	f. ZIP CODE		d. STATE ID e. ZIP CODE 83638
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 05/20/2015 1400 ET		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			

11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	SJ HOUSING ROOF REPLACEMENT, BARRACKS #3 -RESOLICITATION SJ HOUSING BARRACKS #3 ROOF REPLACEMENT Delivery: 14 Days After Notice to Proceed FOB: Destination THE MAGNITUDE OF THIS PROJECT IS LESS THAN \$25,000.				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations are 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			16. SIGNER		b. TELEPHONE
b. STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		AREA CODE
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or print)	
					NUMBER

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES

**SJ HOUSING BARRACKS #3 ROOF REPAIR
PAYETTE NATIONAL FOREST
MCCALL, ID – VALLEY COUNTY**

Line Item	Item Description	Values from Cost Estimate Breakdown
075000-1	DEMOLITION AND DISPOSAL OF ROOF AND ROOF PREPARATION	\$
075000-2	TPO MEMBRANE ROOF W/DRIP EDGE	\$
TOTAL		\$

Please complete attached Cost Estimate Breakdown (Attachment 4) or equivalent with all cost represented.

Idaho Use Tax

Under clause 52.236-7, Permits and Responsibilities, Contractors shall be responsible for complying with any Federal, State, and municipal laws, codes and regulations applicable to the performance of the work. Questions regarding assessment of Idaho Use Tax on Government Furnished Property should be directed to the Idaho State Tax Commission at (208) 799-3491.

PART I - THE SCHEDULE

SECTION C - DESCRIPTION/SPECIFICATIONS

CLAUSES INCORPORATED BY REFERENCE

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

SCOPE OF CONTRACT

This project consists of the demolition and disposal of the existing 4-ply roof of Barracks #3 (Building #1109), and preparation of the roof deck and the installation of a new TPO membrane roof on Barracks #3 on the Smokejumper Housing site. The facility is located in McCall, Idaho on the USDA Payette National Forest.

PROJECT LOCATION

The project site is located within the city of McCall, Idaho just to the north of the Krassel District Office and Supervisor's Office (500 North Mission Street) on the top of a forested hill on Forest Service Property (SJ Housing). It is within the Payette National Forest in Valley County. Located in T.18N., R.3E., Section 8, Boise Meridian (map is attached).

SITE INFORMATION AND LIMITATIONS

The following site conditions are as follows (photos are attached):

1. The 4-ply roof fabric of Barrack #3 is approximately 28 years old.
2. The roof dimensions on Barracks #3 is approximately 24' x 64'. The existing roof deck is 1x wood sheathing.
3. The roof penetrations and chimney on Barrack #3 will be removed with the exception of the sewer vents and the roof patched over holes left by the roof penetrations by others before work begins.
4. New TPO membrane roofing shall be able to be installed in current temperature and weather conditions of the area while meeting a minimum of a 20-year manufacturer warranty and 2-year installation warranty.
5. The building is being occupied as quarters for Forest Service personnel.
6. Barrack #3 is bordered on either side by two other barracks that had their 4-ply roofs replaced in Spring 2014 with TPO membrane roofing.

SPECIFICATIONS

See Section J for the list of Standard Specifications that are incorporated into this solicitation and any resultant contract. The following specifications are attached:

Section 011250 – Measurement and Payment
Section 024100 – Waste Material Disposal
Section 075500 – TPO Membrane Roofing

PART I - THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE

- 52.246-1 Contractor Inspection Requirements (APR 1984)
52.246-13 Inspection - Dismantling, Demolition, or Removal of Improvements. (AUG 1996)

CLAUSES INCORPORATED BY FULL TEXT

452.246-70 Inspection and Acceptance. (FEB 1988)

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

(b) Inspection and acceptance will be performed at place of performance.

(End of clause)

PART I - THE SCHEDULE

SECTION F - DELIVERIES OR PERFORMANCE

CLAUSES INCORPORATED BY REFERENCE

52.242-14 Suspension of Work. (APR 1984)

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **5** 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 **June 19, 2015**. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by **June 1, 2015**. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of clause)

PART I - THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

CLAUSES INCORPORATED BY REFERENCE

452.236-77 Emergency Response. (NOV 1996)

CLAUSES INCORPORATED BY FULL TEXT

452.237-74 Key Personnel. (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel:

FOREMAN/SUPERVISOR

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(End of Clause)

Fire Control

(a) *Contractor's Responsibility for Contractor-Caused Fires.* The Contractor, whether or not directed by the Forest Service, shall immediately extinguish, without expense to the Government, all fires on or in the vicinity of the project which are caused by Contractor's employees, whether set directly or indirectly as a result of Contractor operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation resulting from fires set or caused by the Contractor's employees or resulting from contract operations.

(b) *Other Fires.* For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor or the Contractor's employees, the Contractor when requested by the Contracting Officer shall place the employees and equipment temporarily at the disposal of the Forest Service. Payment for such services will be made by the Government at not less than the current rate for fire-fighting services established by the Forest Service in the area concerned.

Any employees and equipment furnished will be relieved from fire fighting as soon as the Forest Service finds that it is practicable to employ other labor and equipment adequate for the protection of the area.

An equitable adjustment in contract time may be made for this period.

(c) *Fire Protection Requirements - Fire Plan.* At all times during closed fire season period, as specified by State law, the Contractor shall comply with each of the following provisions to the extent applicable to the Contractor's operation under the contract.

(1) *Fire Tools.* The Contractor will provide for each employee in the contract area at least one approved hand tool of a type appropriate in the contract area, such as shovel, pulaski, or ax. Tools required and furnished under (2) and (4) below, shall count toward fulfillment of the above requirement. Where additional tools, beyond those required under (2) and (4) below, are to be provided, the Contractor shall seal such tools in one or more boxes painted red and marked "Tools for Fire Only." All tools required herein shall be kept sharp and in good serviceable condition and maintained at locations to be designated by the Forest Service.

(2) *Fire Extinguishers and Tools on Mobile or Stationary Equipment.* Each unit of powered equipment used in connection with this contract, including automobiles, trucks, tractors, etc., shall be equipped with serviceable tools and fire extinguishers as follows:

- One - fire extinguisher, dry chemical type of not less than 2-1/2 pound capacity with 4 BC or higher rating.
- One - shovel, round point #0 lady or equal.
- One - ax, 2 pounds or over, 26-inch minimum length, or one pulaski.
- One - water container (at least 1-gallon capacity), not required with stationary equipment.

(3) *Spark Arresters.* Each internal combustion engine shall be provided with a spark arrester or spark arresting device approved by the Forest Service. Exceptions where the Forest Service may approve mufflers, or other equipment in lieu of spark arresters qualified and rated under Forest Service Standard 5100-1a are: (a) small multi-position engines, such as chain saws, shall meet Society of Automotive Engineers J335b standards; (b) passenger-carrying vehicles and light trucks may have baffle-type mufflers with tail pipe; (c) heavy-duty trucks may have a vertical stack exhaust system and muffler, provided the exhaust stack extends above the cab of the vehicle. An exhaust-driven turbocharger is considered to be a satisfactory spark arrester. Internal combustion engine exhaust systems, arresters, and other devices must be properly installed and maintained.

(4) *Powersaws.* For each powersaw used in connection with this contract, the following will be provided:

- One - shovel, round point #0 lady or equal. Shovel must be immediately available for use.
- One - Fire extinguisher, containing not less than 8 ounces of extinguisher fluid, or a dry chemical powder-type of not less than 1-pound capacity. The extinguisher must be immediately accessible to the saw operator at all times.

Any fueling or refueling of a powersaw shall only be done in an area which has first been cleared or is free of all material capable of carrying fire; powersaw shall be moved at least 10 feet from place of fueling before starting.

(5) *Blasting.* Fuse or prima cord shall not be used unless authorized in writing by the COR with special precautions stated.

(6) *Smoking.* Smoking shall not be permitted within the contract area except on surfaced or dirt roads, at landings, within closed vehicles, in camps, or at other posted places, and shall never be allowed while working or traveling on foot.

(7) *Storage of Petroleum and Other Highly Flammable Products.* Gasoline, oil, grease, or other highly

flammable material will be stored either in a separate building used exclusively for such storage, or at a site where all combustible debris and vegetation is cleared away within a radius of 25 feet. Fire extinguishers and/or sand barrels may be required at such locations specified by the Forest Service when unusually hazardous conditions exist.

(8) *Debris Burning and Warming Fires.* Burning permits will be required for all debris burning fires. Lunch and warming fires may be allowed in fireproofed areas during periods of low fire danger if and as specified in the fire plan. Such fires must not be left burning unattended.

(9) *Precautions for Stoves.* Stovepipes on all temporary buildings, trailers, and tents using wood burning stoves, will be equipped with roof jacks and serviceable spark arresters of mesh with openings no larger than 5/8 inch.

All stovepipes, inside and out, will not be closer than 2 feet from any wood or other flammable material or 1 foot if the combustible material is protected by a metal or asbestos shield.

(10) *Welding.* Welding or use of cutting torches will be permitted only in areas that have been cleared or are free of all material capable of carrying fire. Flammable debris and vegetation must be removed from within a minimum of 10 feet radius of all welding and cutting torch operations. A shovel and a 5-gallon standard backpack water container (filled) with hand pump attached, shall be immediately available for use in the event of a fire start.

(11) *Fire Plan.* Prior to initiating work on the contract area, during the closed fire season period, a fire prevention and suppression plan will usually be prepared. The Contractor and the Forest Service will jointly prepare this plan. Such plan shall include a detailed list of men and equipment at the Contractor's disposal for implementing the plan. The fire plan shall also specify additional measures and/or special requirements, such as Hoot Owl restrictions, necessary during periods of critical fire weather conditions.

When Hoot Owl restrictions are invoked, the Forest Service may curtail or shut down all or portions of a Contractor's operations. The following requirements may be imposed:

(i) All high fire risk operations could be terminated at 1300 local time. (ii) All burning could be stopped, including debris burning fires.

(iii) Patrolman may be required for a period of 2 hours after high fire risk operations and 1 hour after end of work shift. The Contractor shall provide the patrolman unless the contract is for equipment rental, in which case the Government will provide the patrolman.

(12) *Pump and Trailer.* The Contractor shall provide at a location satisfactory to the Contracting Officer, a serviceable truck or trailer, equipped with a fire fighting tanker unit to be kept ready for instant use for suppressing forest fires. The unit shall consist of a tank of not less than 100-gallon capacity upon which shall be mounted a live hose reel or live hose basket with 250 feet of at least 3/4-inch I.D. heavy-duty rubber hose; a portable or power takeoff pump with discharge capacity of at least 10 gallons per minute at 150 P.S.I. pressure. Gear type pumps shall be provided with a bypass or pressure relief valve so that the hose nozzle may be shut while the pump is operating. Each tanker unit shall have a hose nozzle of the shut-off type, adjustable for straight stream, spray or fog, at least 12 feet of 1-inch suction hose with an intake screen, and additional 250 feet of 3/4-inch heavy-duty rubber hose or 1-inch cotton jacket rubber-lined or linen hose to be carried on the unit for use as needed. Tools, adapters, accessories and fuel necessary to operate the pump and truck or trailer shall be provided. If a trailer is used, a serviceable vehicle with proper trailer tow hitch shall be located at a point satisfactory to the Contracting Officer. Where water is available, a supply sufficient for

rapidly filling the water tank shall be provided at one or more accessible points along or adjacent to the main truck roads.

(13) *Burning*. Before starting any open burning, the Contractor shall comply with the following: (i) Submit

a burning plan, subject to approval by the Contracting Officer, designed to minimize the impact on air quality and to lessen any fire damage.

(ii) Obtain a burning permit from the District Ranger.

(iii) Use weather forecasts as far as possible in scheduling burning for more favorable dispersal of smoke.

(iv) Fuel shall be reasonably free of dirt and piled to facilitate rapid and complete combustion. Piles shall be tended during burning operations to maintain combustion and to eliminate unnecessary smudges. Piles shall be patrolled during off-work hours to avoid wildfires.

(v) Unless fire season controls dictate otherwise, burning shall be scheduled, as far as practicable, for the most favorable conditions during the burning period.

(vi) Under certain atmospheric conditions, smoke accumulations may become excessive and in these cases, the Regional Forester may, at his/her discretion, prohibit all open burning for definite periods within specific areas of the National Forest.

Incidental Payment Items

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

Conformity With Drawings and Specifications

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

Samples, Tests, Cited Specifications

Reference made in the contract to specifications, standards, or test methods adopted by AASHTO, ASTM, GSA, or other recognized National technical associations, shall mean specifications, standards, or test methods (including interim or tentative issues) which are in effect on the date of the solicitation.

Barricades, Warning Signs, and Other Devices

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roads closed to traffic shall be protected by effective barricades, and

obstructions shall be illuminated during the hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance to any place on the project where operations may interfere with the use of the road or trail by traffic and at all intermediate points where the new work crosses or coincides with an existing road or trail. All road barricades, warning signs, lights, temporary signals, flagmen and pilot car operators and equipment, and other protective devices, except for special devices, shall conform with Part VI of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the Federal Highway Administration and applicable safety codes.

Necessary warning signs and guards shall be posted during blasting operations to safeguard the public.

Weed-Free Equipment

In order to prevent the potential spread of noxious weeds into the project area, the Contractor shall be required to furnish the Contracting Officer with proof of weed-free equipment.

The following is considered proof of weed-free equipment:

The Contractor will be required to clean all construction equipment (equipment that operates off existing roads) prior to entry on the project area. This cleaning shall remove all dirt and plant parts and material that may carry noxious weed seeds into the project area. Only construction equipment inspected by the Contracting Officer will be allowed to operate within the project area. All subsequent move-ins of construction equipment shall be treated the same as the initial move-in.

Prior to initial move-in of all construction equipment, and all subsequent move-ins, the Contractor shall make equipment available for inspection at an agreed location.

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) Operation shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).

Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or manmade channels leading thereto. Wash water or waste water from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

Mechanized equipment shall not be operated in live streams without written approval by the Contracting Officer.

Traffic Control

No separate payment will be made for traffic control. Traffic control is an indirect pay item with 151.-1

Mobilization. Road 50487 will be closed by a closure order during construction. See supplemental specification 156 - Public Traffic.

Technical Requirements

The Forest Service has obtained 404 Stream Channel Alteration Permits from the U.S. Army Corps of Engineers and Idaho Department of Environmental Quality. The permits are required to discharge fill material into rivers, including placement of rock, dirt, or sand necessary for the construction of the bridge and in-stream structures. Copies of the permits will be made available to the Contractor at the time of the Contract award.

Pework Conference

Prior to commencement of work, the Contracting Officer will arrange a meeting with the Contractor to discuss the contract terms and work performance requirements. Also at this meeting such things as work progress schedule and fire prevention and suppression plans shall be developed and established in writing.

PART II - CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.204-13 System for Award Management Maintenance. (JUL 2013)
52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)
52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)
52.222-3 Convict Labor (JUN 2003)
52.222-6 Construction Wage Rate Requirements. (MAY 2014)
52.222-7 Withholding of Funds. (MAY 2014)
52.222-8 Payrolls and Basic Records. (MAY 2014)
52.222-9 Apprentices and Trainees. (JUL 2005)
52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)
52.222-11 Subcontracts (Labor Standards). (MAY 2014)
52.222-12 Contract Termination - Debarment. (MAY 2014)
52.222-13 Compliance With Construction Wage Rate Requirements and Related Regulations. (MAY 2014)
52.222-14 Disputes Concerning Labor Standards. (FEB 1988)
52.222-15 Certification of Eligibility. (MAY 2014)
52.222-21 Prohibition of Segregated Facilities. (FEB 1999)
52.222-26 Equal Opportunity. (MAR 2007)
52.222-27 Affirmative Action Compliance Requirements for Construction. (FEB 1999)
52.222-50 Combating Trafficking in Persons. (FEB 2009)
52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)
52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)
52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)
52.232-5 Payments Under Fixed-Price Construction Contracts. (MAY 2014)
52.232-23 Assignment of Claims. (MAY 2014)
52.232-27 Prompt Payment for Construction Contracts. (MAY 2014)
52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)
52.232-39 Unenforceability of Unauthorized Obligations. (JUNE 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
52.233-1 Disputes. (MAY 2014)
52.233-3 Protest after Award. (AUG 1996)
52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)
52.236-5 Material and Workmanship. (APR 1984)
52.236-7 Permits and Responsibilities. (NOV 1991)
52.236-14 Availability and Use of Utility Services (APR 1984)
52.236-26 Preconstruction Conference. (FEB 1995)
52.244-6 Subcontracts for Commercial Items. (JUL 2014)
52.246-21 Warranty of Construction. (MAR 1994)
52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (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)
452.236-74 Control of Erosion, Sedimentation, and Pollution. (NOV 1996)
452.236-76 Samples and Certificates. (FEB 1988)

CLAUSES INCORPORATED BY FULL TEXT

52.225-9 Buy American - Construction Materials. (MAY 2014)

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

Commercially available off-the-shelf (COTS) item- (1) Means any item of supply (including construction material) that is-

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

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

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

Cost of components means-

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

Domestic construction material means-

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

- (ii) The construction material is a COTS item.

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

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

(b) *Domestic preference.* (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

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

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

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

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

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

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

Include other applicable supporting information.

(End of clause)

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were

given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulations

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

<http://farsite.hill.af.mil>

Agriculture Acquisition Regulations

<http://www.dm.usda.gov/procurement/policy/agar.htm>

<http://farsite.hill.af.mil>

(End of clause)

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

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

Attachment Number	Attachment Title	Date	Number of Pages
1	Sections 011250 024100 075500.pdf	05/08/2015	6
2	Photos and Map.pdf	05/08/2015	2
3	WD ID150002 01_02_15 ID2 Residential.pdf	05/08/2015	4
4*	S150077 Cost Estimate Breakdown.xlsx	05/08/2015	2

*There are two (2) worksheets (tabs) in the Excel file. Attachment will not be part of any resultant award.

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

PROVISIONS INCORPORATED BY FULL TEXT

52.204-8 Annual Representations and Certifications. (MAY 2014)

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

(2) The small business size standard is **\$15.0 (in millions)**.

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

(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:

(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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause No.

Title

Date

Change

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

(End of provision)

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

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

Federal Acquisition Regulations

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

<http://farsite.hill.af.mil>

Agriculture Acquisition Regulations

<http://www.dm.usda.gov/procurement/policy/agar.htm>

<http://farsite.hill.af.mil>

(End of provision)

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

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

Name of Company: _____

Name of Company Representative: _____

Signature of Representative: _____

Date: _____

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): ALL

-- NAICS Code 238160

-- Size Standard \$15.0 (in millions)

(End of provision)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

PROVISIONS INCORPORATED BY REFERENCE

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

PROVISIONS INCORPORATED BY FULL TEXT

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

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

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

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
<p style="text-align: center;"><u>4.4%</u></p> <p>Non-SMSA Counties ID Adams; ID Boise; ID Canyon; ID Elmore; ID Gem; ID Owyhee; ID Payette; ID Valley; ID Washington; OR Harney; OR Malheur.</p>	<p style="text-align: center;"><u>6.9%</u></p>

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

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

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any

construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the-

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Idaho, Adams County, Council, ID.

(End of provision)

452.204-70 Inquiries. (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

(End of provision)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION M - EVALUATION FACTORS FOR AWARD

EVALUATION FACTORS FOR AWARD

The Government will use a best value process for this informal source selection. Award will be made to the responsible offeror whose offer conforms to the solicitation requirements and provides the best value to the Government considering past performance and price.

PAST PERFORMANCE: Provide details on quality of work performed on similar projects within the last two years. For each relevant project, the Contractor is requested to provide:

- a) agency/company contact point (name and telephone number);
- b) period of performance;
- c) dollar value of contract;
- d) contract number or reference;
- e) a description of the project and relevancy to the current project.

Address specific performance failures and how you mitigated the cause of those failures. Provide detail regarding timeliness, quality and working relationships with your customers on these projects.

Past Performance is approximately equal to Price.

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

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

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

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

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

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

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

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

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

(End of provision)