

- (i) This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in subpart 12.6 of the Federal Acquisition Regulation, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.
- (ii) This solicitation is issued as an **_RFQ Request for Quotes and Establishment of a Parent BPA_**.
- (iii) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2023-04.
- (iv) This procurement is set aside for **_Partial Small Business Set-aside**). The NAICS code is **_324121_** and the Small Business Size Standard is **_500 Employees_**.

(V) SCHEDULE OF ITEMS/PRICE SCHEDULE

Vendor Name: _____ Vendor UEI: _____

SCHEDULE OF ITEMS						
DESCHUTES AND OCHOCO NATIONAL FOREST ROAD CREW ASPHALT SUPPLY CONTRACT						
ITEM NUMBER	DESCRIPTION	METHOD OF MEAS	UNIT	QUANTITY	PRICE	TOTAL
040301-1	Asphalt Concrete, ODOT Spec 1/2" Dense Gradation, Level II HMAC, Asphalt Grade PG 64-28, Furnish and Load at Plant	VQ	Tons	1	\$	\$
OPTIONAL ITEM						
040301-2	Asphalt Concrete, Deliver truck/transfer to designated location	AQ	Mile	1	\$	\$

Estimated quantities for 2023 are 1,600 tons. Estimates for 2024 and 2025 not known at this time.

(VI) DESCRIPTION OF REQUIREMENT (including a list of any attachments)

1 General Specifications

1.1 Scope of Contract

- a. This project consists of furnishing and potentially delivering hot mix asphalt concrete. Materials to be loaded into Forest Service dump trucks at the asphalt batch plant or delivered and placed at work sites on paved Forest Service roads.
- b. Supply will be on an as needed basis during the field season (June-October) with an estimated minimum need of (3) truck/transfer and a maximum of (15) truck/transfers per day depending on proximity of the work site to the asphalt

plant.

- c. Given the minimal daily quantity needed the expectation is that the materials will be available while the supplier is operating the asphalt plant.
- d. Quantities associated with these options are identified in the Schedule of Items.
- e. Delivery mileage will be calculated from the asphalt plant location to the project location using google maps and paid on a round trip basis.

(VII) DATE(S) AND PLACE(S) OF DELIVERY AND ACCEPTANCE

1.2 Project Location

- a. The project areas are located on paved Forest Service roads within the Deschutes and Ochoco National Forests. See the attached vicinity maps for potential locations.

1.3 Material Delivery

- a. Delivered loads of asphalt shall be a truck/transfer and transported in equipment with tarps that meet industry standards to retain heat in mixture.
- b. Loads must be in a truck and transfer or similar to facilitate unloading by end dumping less than 1 ton of HMAC at a time.
- c. Material will be used in conjunction with Forest Service road crew maintenance operations that could include blade patching, drag box, or mechanical paver operations. Material will be placed at multiple patch locations along roadway as directed by the road crew supervisor.
- d. Allocate up to one hour from requested on site delivery time or on site arrival time (whichever is later) truck/transfer for unloading.

1.4 Execution

- a. The contractor shall coordinate supply and or delivery of materials with the Contracting Officer's Representative (COR), Marcos Romero, cell phone 541-408-0852.

PERIOD OF PERFORMANCE

The period of performance of this BPA is from _Date of award ___ through _November 30, 2025.

BPA PARENT AWARDS

This is a multiple award Blanket Purchase Agreement. It is the intent to award each Contractor a zone of work. The maps are divided into Zones 1-3. Zone 1 is for the whole Ochoco National Forest. Zone 2 is for the West side of Hwy 97 of the Bend Fort Rock Ranger District and the Sisters Ranger District. Zone 3 is the East side of Hwy 97 of the Bend Fort Rock Ranger District and the Crescent Ranger District. **Each vendors Parent BPA award shall not exceed \$250,000 over the three years.**

PLACING BPA CALLS

- (a) Any supplies to be furnished under this BPA shall be ordered by issuance of BPA calls by the Contracting Officers or Purchasing Agents in Procurement and Property Services CSA #3. Such orders may be issued from _date of award ___ through _November 30, 2025.
- (b) All BPA calls are subject to the terms and conditions of this contract. In the event of conflict between a BPA call and this contract, the contract shall control.
- (c) If mailed, a BPA call is considered “issued” when the Government deposits the order in the mail. BPA calls may be issued orally or by email.
- (d) The Contractor who has been awarded the specific zone closest to where the work is going to be accomplished will get the award for that project.
- (e) Pricing of each BPA call will use the rates agreed upon with each contractor for each calendar year/season. Rates will be determined by the quotes received to this solicitation for the 2023 year/season. Early summer in 2024 and 2025, the Contracting Officer(CO) will request pricing for that corresponding year/season to be used for the remainder of that year/season.
- (f) Unauthorized Work: The Contractor is not authorized to commence performance prior to issuance of a signed BPA call provided by the CO to begin work.
- (g) Limitation on each order placed with a BPA Call will be no more than \$150,000. The Government is only obligated to the extent of authorized purchases under this BPA.

(h) Each delivery or pick up of Asphalt will be accompanied by a load ticket given to the Forest Service driver or if Asphalt is delivered by Contractor, Contractor will bring load ticket with the delivery.

(i) Each BPA call will use the same Schedule of Items as this parent solicitation/contract. One or both lines to be used for each order.

FAR 52.216-1 TYPE OF CONTRACT (APR 1984

The Government contemplates Multiple Award of Firm Fixed Price Blanket Purchase Agreements resulting from this solicitation.

INVOICE PROCESSING PLATFORM (IPP)

The “Submit Invoice-to” address for USDA orders is the Department of Treasury’s Invoice Processing Platform (IPP). The Contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices shall be submitted via the electronic Invoice Processing Platform. This platform is managed by the U.S. Department of Treasury and additional information is available at this website: <https://www.ipp.gov/index.htm>. Vendors register at: <https://www.ipp.gov/vendors/enrollment-vendors.htm> to establish an account. **Each invoice will be accompanied with the load tickets for that invoice.**

Attachments	Pages
Zone Maps	5
Asphalt Specifications	8

These attachment will be incorporated into and Blanket Purchase Agreements that are awarded.

(viii) FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023) (Provision)

Addenda to provision 52.212-1:

For simplified acquisitions, the word quote or quoter is substituted in provision 52.212-1 for the word offer or offeror.

Addenda to Provision 52.212-1 paragraph (b) Submission of Offers:

1) Offerors must have an active entity registration in the System for Award Management in order to submit an offer. <https://www.sam.gov/SAM/>

2) Offers submitted in response to this solicitation shall include, a price proposal, and contractor representations and certifications.

a) Price Proposal – Include the following: 1) the completed Schedule of Items from Section B of this solicitation, and 2) acknowledgement of any amendments to this solicitation by following the instructions that accompany the amendment(s).

b) Representations and Certifications – Fill in the check boxes for provisions 52.204-24, 52.212-3 found in Section X of this solicitation and include a copy with your offer.

2) Submit offer by email to cynthia.armour@usda.gov so that it is delivered into this inbox by the due date and time. Emails should contain 2 separate attachments (Price Proposal, and Representations and Certifications) in Microsoft Word, Microsoft Excel, or Adobe PDF format. Be aware that large attachments may increase the time required to deliver an email. It is the offerors responsibility to confirm receipt of the offer from cynthia.armour@usda.gov.

3) Address questions about this solicitation to Cyndy Armour at cynthia.armour@usda.gov.

Addenda to Provision 52.212-1 paragraph (f) Late submissions:

Replace (f)(2)(i) with the following:

Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. Delete 52.212-1 (f)(2)(i) paragraphs A, B, & C.

(ix) FAR 52.212-2 EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) (Provision)

(a) 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. The following factors shall be used to evaluate offers:

__ Location of Asphalt Plant to project location __

__ Price __

b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(X) REPRESENTATIONS AND CERTIFICATIONS (COMPLETE HIGHLIGHTED ITEMS IN THIS SECTION AND RETURN WITH YOUR OFFER)

VENDOR NAME:

VENDOR UEI:

FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021) (Provision) **Fill ins**

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

(a) Definitions. As used in this provision—

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

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

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

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

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

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

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

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

(d) Representation. The Offeror represents that—

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

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

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The

Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS –
COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022) (DEVIATION
DEC 2022) (DEVIATION NOV 2022) (Provision) **Fill ins****

[If Offeror Representations and Certifications are not complete in SAM the offeror shall submit a completed copy of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, with your offer. The full provision is available from <http://www.acquisition.gov/far/>.

[If Offeror Representations and Certifications are complete in SAM, the offeror shall complete the following:]

(b)(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs [REDACTED].

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any. Write “None” if there are no changes needed to your online reps and certs.

[DEVIATION NOV 2022](#) Offerors that are representing as joint ventures should submit their socio-economic status in the space provided above until such time that SAM.gov has been updated to include the joint venture representations contained within provision 52.212-3 paragraph (c).

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.

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 electronically on SAM.]

(xi) 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022) ([DEVIATION 2017-1](#))

(xii) 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS– COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUN 2023) ([DEVIATION 2017-1](#), [DEVIATION DEC 2022](#))

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C.3903 and 10 U.S.C. 3801)

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions

of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).
- ☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).
- ☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☒ (4) 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020) ([DEVIATION 2017-1](#)) ([Whistleblower Guidance to Contractor Employees](#))
- ☒ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (8) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- ☒ (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101note).
- ☐ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ☐ (11) [Reserved].
- ☐ (12) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C.657a).
- ☐ (13) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (14) [Reserved]
- ☐ (15) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C.644).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-6.
- ☒ (16) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-7.
- ☐ (17) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).([DEVIATION DEC 2022](#))

- ☐ (18) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Nov 2016) of 52.219-9.
- ☐ (iii) Alternate II (Nov 2016) of 52.219-9.
- ☐ (iv) Alternate III (Jun 2020) of 52.219-9.
- ☐ (v) Alternate IV (Sep 2021) of 52.219-9.
- ☒ (19) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (ii) Alternate I (MAR 2020) of 52.219-13
- ☒ (20) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C.637s)
[Contracting Officer check as appropriate.]
- ☐ By the end of the base term of the contract and then by the end of each subsequent option period; or
- ☐ By the end of the performance period for each order issued under the contract.
- ☐ (21) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).
- ☒ (23) (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).
- ☐ (ii) Alternate I (MAR 2020) of 52.219-28.
- ☐ (24) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- ☐ (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ☒ (27) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
- ☒ (28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- ☒ (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).
- ☒ (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (31) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
- ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☒ (32) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- ☐ (ii) Alternate I (Jul 2014) of 52.222-35.
- ☒ (33) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).

- ☐ (ii) Alternate I (Jul 2014) of 52.222-36.
- ☒ (34) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- ☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (36) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (37) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ☐ (38) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ☐ (41) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Oct 2015) of 52.223-13.
- ☐ (42) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-14.
- ☐ (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- ☐ (44) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ☐ (46) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (47) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ☐ (48) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☒ (49)(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

- ☐ (ii) Alternate I (Oct 2022) of 52.225-1
 - ☐ (50) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - ☐ (ii) Alternate I [Reserved]
 - ☐ (iii) Alternate II (Dec 2022) of 52.225-3.
 - ☐ (iv) Alternate III (Jan 2021) of 52.225-3.
 - ☐ (v) Alternate IV (Oct 2022) of 52.225-3.
 - ☐ (51) 52.225-5, Trade Agreements (Dec 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - ☒ (52) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - ☐ (53) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
 - ☐ (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - ☐ (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - ☐ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
 - ☐ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C.4505, 10 U.S.C.3805).
 - ☐ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C.4505, 10 U.S.C.3805).
 - ☒ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
 - ☐ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
 - ☐ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).
 - ☐ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - ☐ (63) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
 - ☐ (64) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
 - ☐ (ii) Alternate I (Apr 2003) of 52.247-64.
 - ☐ (iii) Alternate II (Nov 2021) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this

contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

Contracting Officer check as appropriate.]

☐ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C.5341](#) or [5 332](#).

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage/Fringe Benefits
_____	_____/_____

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

☐ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the

simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328)

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

- (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
- (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801)
- (xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

XIII) ADDITIONAL REQUIREMENTS/TERMS AND CONDITIONS

CLAUSES:

FAR 52.203-3 Gratuities (APR 1984)

FAR 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)**FAR 52.204-13 System for Award Management Maintenance (OCT 2018)****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):

Federal Acquisition Regulation (FAR) Clauses:

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

Department of Agriculture Acquisition Regulation (AGAR) Clauses:

<https://www.acquisition.gov/agar> (AGAR clauses begin with 452)

FAR and AGAR Deviations to clauses may be viewed at: [Policies & Regulations | USDA](#)

FAR 52.252-6 Authorized Deviations in Clauses (NOV 2020)

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

(b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR 4) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

AGAR 452.204-70 Modification for Contract Closeout ([DEVIATION JUL 2022](#))

Upon contract closeout for contracts utilizing Simplified Acquisition Procedures (SAP) according to FAR 13:

(a) If unobligated funds in the amount of \$1000 or less remain on the contract, the Contracting Officer (CO) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The CO shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) If unobligated funds of more than \$1000 remain on the contract, the CO shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The CO may also request a Release of Claims be completed by the contractor, although not required for contract and orders using SAP procedures.) If the bilateral modification and Release of Claims are not returned to the CO within 60 days, the CO shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

PROVISIONS:**FAR 52.204-7 System for Award Management (OCT 2018)****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):

Federal Acquisition Regulation (FAR) Clauses:

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

Department of Agriculture Acquisition Regulation (AGAR) Clauses:

<https://www.acquisition.gov/agar> (AGAR clauses begin with 452)

FAR and AGAR Deviations to provisions may be viewed at: [Policies & Regulations | USDA](#)

FAR 52.252-5 Authorized Deviations in Provisions (NOV 2020)

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

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

(xiv) Defense Priorities and Allocation System (DPAS) Rating: N/A

(xv) Date, Time, and Place Offers are due

August 16, 2023 by 4:30 in email inbox at cynthia.armour@usda.gov

(xvi) Government Point of Contact

Cyndy Armour at cynthia.armour@usda.gov

Deschutes and Ochoco National Forest Road Crew Asphalt Supply Contract

I. Schedule of Items/Price Schedule

SCHEDULE OF ITEMS						
DESCHUTES AND OCHOCO NATIONAL FOREST ROAD CREW ASPHALT SUPPLY CONTRACT						
ITEM NUMBER	DESCRIPTION	METHOD OF MEAS	UNIT	QUANTITY	PRICE	TOTAL
040301-1	Asphalt Concrete, ODOT Spec 1/2" Dense Gradation, Level II HMAC, Asphalt Grade PG 64-28, Furnish and Load at Plant	VQ	Tons			Quote on page 1
OPTIONAL ITEM						
040301-2	Asphalt Concrete, Deliver truck/transfer to designated location	AQ	Mile			Quote on page 1

II. Description of Requirement

1 General Specifications

1.1 Scope of Contract

- A. This project consists of furnishing and potentially delivering hot mix asphalt concrete. Materials to be loaded into Forest Service dump trucks at the asphalt batch plant or delivered and placed at work sites on paved Forest Service roads.
- B. Supply will be on an as needed basis during the field season (June-October) with an estimated minimum need of (3) truck/transfers and a maximum of (15) truck/transfers per day depending on proximity of the work site to the asphalt plant.
 - 1. Given the minimal daily quantity needed the expectation is that the materials will be available while the supplier is operating the asphalt plant.
- C. Quantities associated with these options are identified in the Schedule of Items.
 - 1. Delivery mileage will be calculated from the asphalt plant location to the project location using google maps and paid on a round trip basis.

1.2 Project Location

- A. The project areas are located on paved Forest Service roads within the Deschutes and Ochoco National Forests. See the attached vicinity maps for potential locations.

1.3 Material Delivery

- A. Delivered loads of asphalt shall be truck/transfers transported in equipment with tarps that meet industry standards to retain heat in mixture.
- B. Loads must be in a truck and transfer or similar to facilitate unloading by end dumping less than 1 ton of HMAC at a time.
- C. Material will be used in conjunction with Forest Service road crew maintenance operations that could include blade patching, drag box, or mechanical paver operations. Material will be placed at multiple patch locations along roadway as directed by the road crew supervisor.

- D. Allocate up to one hour from requested on site delivery time or on site arrival time (whichever is later) per truck/transfers for unloading.

1.5 Inspection of work site

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

1.6 Execution

- A. The contractor shall coordinate supply and or delivery of materials with the Contracting Officer's Representative (COR), Marcos Romero, cell phone 541-408-0852.

1.7 Specifications

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

Section 000001	SCOPE
Section 011250	MEASUREMENT AND PAYMENT
Section 013300	SUBMITIAL PROCEDURES
Section 040301	HOT MIX ASPHALT CONCRETE

SECTION 011250 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Measurement and payment for contract work will be made only for and under those pay items included in the Schedule of Items. All other work, labor, materials, equipment, and incidentals necessary to successfully complete the project will be considered as included in the payment for items shown. This section defines the method of measurements and basis of payment for work items listed in the Schedule of Items.
- B. When more than one class, size, type, thickness, etc. is specified in the Schedule of Items for any pay item, suffixes will be added to the item number to differentiate between the pay items.

1.2 DETERMINATION OF QUANTITIES

- A. The following measurements and calculations shall be used to determine contract quantities for payment.
 - 1. For individual construction items, longitudinal and lateral measurements for area computations shall be made horizontally or corrected to horizontal measurement unless otherwise specified. Measurements for geotextiles, netting and erosion control blankets shall be along slope lines.
 - 2. For excavation or embankment volumes, the average end area method shall be used to compute volumes. However, if in the judgment of the Contracting Officer (CO), the average end area method is impractical, measurement shall be made by volume in hauling vehicles or by other three-dimensional methods.
 - 3. For Structures, they shall be measured according to neat lines shown on the drawings or as altered by the CO, in writing, to fit field conditions.
 - 4. For items that are measured by the linear foot, such as pipe culverts, fencing, guardrail, piping, utilities, and underdrains, measurements shall be made parallel to the base or foundation upon which the structures are placed.
 - 5. For aggregates weighed for payment, the tonnage shall not be adjusted for moisture content, unless otherwise provided for.
 - 6. For standard manufactured items (such as fence, wire, plates, rolled shapes, pipe conduits) identified by gauge, weight, section dimensions, and so forth, such identifications shall be considered the nominal weights or dimensions. Unless controlled by tolerances in cited specifications, manufacturer's tolerances shall be accepted.
- B. Earthwork Tolerances - Adjustments of horizontal or vertical alignment, within the tolerances specified in this contract, or shifts of balance points up to 100 feet shall be made by the contractor as necessary to produce the designed sections and to balance earthwork. Such adjustments shall not be considered as "Changes."

1.3 UNITS OF MEASUREMENT

- A. Payment shall be by units defined and determined according to U.S. Standard measure and by the following:
 - 1. Acre: Make longitudinal and transverse measurements for area computations horizontally.
 - 2. 50lb Bag: Measurement will be for the actual number of 50lb bags of standard bentonite grout.
 - 3. 94lb Bag: Measurement will be for the actual number of 94lb bags of standard cement or grout.
 - 4. Cubic Yard (CY): A measurement computed by one of the following methods:
 - a. Excavation, Embankment, or Borrow. The measurement computed by the average end area method from measurements made longitudinally along a centerline or reference line.
 - b. Material in Place or Stockpile. The measurement computed using the dimensions of the in-place material.

- c. **Material in the Delivery Vehicle.** The measurement computed using measurements of material in the hauling vehicles at the point of delivery. Vehicles shall be loaded to at least their water level capacity. Leveling of the loads may be required when vehicles arrive at the delivery point.
- 5. **Each (EA):** One complete unit, which may consist of one or more parts.
- 6. **Gallons (GAL):** The quantity shall be measured by any of the following methods:
 - a. Measured volume in container.
 - b. Metered volume by approved metering system.
 - c. Commercially package volume.
- 7. **Hour (HR):** Measurement will be for the actual number of hours (or fraction thereof) ordered by the Contracting Officer and performed by the contractor.
- 8. **Linear Foot (LF):** Measurement of work along its length from point-to-point; parallel to the base or foundation. Do not measure overlaps.
- 9. **Lump Sum (LS):** One complete unit.
- 10. **Mile:** Measured horizontally along the centerline of each roadway, approach, or ramp.
- 11. **Pound (LB):** For sacked or packaged material, measurement will be the net weight as packed by the manufacturer.
- 12. **Square Foot (SF):** Measured on a plane parallel to the surface being measured.
- 13. **Square Yard (SY):** Measured on a plane parallel to the surface being measured.
- 14. **Ton:** Measured as a short ton consisting of 2,000 pounds.

1.4 METHOD OF MEASUREMENT

- A. One of the following methods of measurement for determining final payment is designated on the Schedule of Items for each pay item:
 - 1. **ACTUAL QUANTITIES (AQ)** - These quantities are determined from actual measurements of completed work.
 - 2. **DESIGNED QUANTITIES (DQ)** - These quantities denote the final number or units to be paid for under the terms of the contract. They are based upon the original design data available prior to advertising the project. Original design data include the preliminary survey information, design assumptions, calculations, drawings, and the presentation in the contract. Changes in the number of units shown in the Schedule of Items may be authorized under any of the following conditions:
 - a. As a result of changes in the work authorized by the CO.
 - b. As a result of the CO determining that errors exist in the original design that cause a pay item quantity to change by 15 percent or more.
 - c. As a result of the Contractor submitting to the CO a written request showing evidence of errors in the original design that cause a pay item quantity to change by 15 percent or more. The evidence must be verifiable and consist of calculations, drawings, or other data that show how the designed quantity is believed to be in error.
 - 3. **LUMP SUM QUANTITIES (LSQ)** - These quantities denote one complete unit of work as required by or described in the contract, including necessary materials, equipment, and labor to complete the job. They shall not be measured.
 - 4. **STAKED QUANTITIES (SQ)** - These quantities are determined from staked measurements prior to construction.
 - 5. **VEHICLE QUANTITIES (VQ)** - These quantities are measured or weighed in hauling vehicles.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 011250
MEASUREMENT AND PAYMENT

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals. See Table 013300-1 for a summary of required submittals.
- B. See other specification section within this package for additional requirements on submittal.

1.2 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. The Contracting Officer (CO) reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow enough time for submittal review, including time for re-submittals, as follows. Time for review shall commence on CO's receipt of submittal.
 - 1. Initial Review: Allow 14 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. CO will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Allow 14 days for processing each re-submittal.
 - 4. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- C. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- D. Additional Copies: Unless additional copies are required for final submittal, and unless CO observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.

1.3 MEASUREMENT AND PAYMENT

- A. No separate measurement and/or payment will be made for this section. Payment shall be included with work shown in the schedule of items.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS – (Submittals requiring CO approval)

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
 - 1. Number of Copies: Submit one (1) electronic copy of each submittal, unless otherwise indicated. CO will copy of submittal indicating approval.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Manufacturer's catalog cuts.
 - e. Wiring diagrams showing factory-installed wiring.
 - f. Compliance with recognized trade association standards.
 - g. Compliance with recognized testing agency standards.

PART 3 - EXECUTION

3.1 GENERAL

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to CO.
- B. Submittals not required by the Contract Documents will not be reviewed and may be discarded.
- C. Substitutions – Whenever materials, products, and equipment are listed by name or brand in the specifications and/or on the drawings, it is used as a measure of quality, utility, or standard. If the Contractor prefers to use any other brand or manufacturer of same quality, appearance and utility to that specified, he shall request substitution as provided below, not less than 30 days before the planned installation of the item. The Contracting Officer will approve or disapprove the request for substitution.
- D. Requests for substitutions will only be considered if contractor submits the following:
 1. Complete technical data including drawings, complete performance specifications, test data, samples and performance tests of the article proposed for substitution. Submit additional information if required by Contracting Officer. All items in the above information shall be circled, tagged, or marked in some way to indicate all deviations or differences which the proposed item differs from the originally specified item.
 2. Similar data as above for item originally specified. All items shall be marked to identify where/how the proposed substitution will differ.
 3. A statement by the Contractor that the proposed substitution is in full compliance with the contract documents, applicable codes, and laws.
 4. The Contractor shall be responsible for any effect upon related work in the project for any substitution and shall pay any additional costs generated by any substitutions.

- 3.2 SUBMITTAL SCHEDULE – Submittals shall be made as required by and called for in the drawings and specifications. The following table is a summary of the required submittals for the project - the table is to assist the Contractor and may not be all inclusive – additional submittals may be required by specific specifications:

TABLE 013000-1

Spec. Section	Section Title	Subsection	Required Submittal
043001	Hot Mix Asphalt Concrete	1.2A	Job Mix Formula and associated aggregate and asphalt binder worksheets

END OF SECTION 013300

SECTION 040301 – HOT MIX ASPHALT CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. This item shall consist of furnishing and potentially delivering HMAC to the designated locations on the Deschutes and Ochoco National Forests.

1.2 SUBMITTALS

- A. Composition of Mix (JMF) with associated aggregate and oil worksheets.

1.3 MEASUREMENT AND PAYMENT

- A. Loose HMAC - The quantity to be measured shall be the number of tons (TONS) furnished and loaded or delivered to the site, as measured in the hauling vehicle. Measurement shall be vehicle weight tickets.

PART 2 - PRODUCTS

2.1 HMAC – ODOT ½” Dense gradation, Level II HMAC, Asphalt grade PG 64-28

- A. **Composition of Mix (JMF).** Conform to current state department of transportation material specifications for asphalt concrete meeting either Type 1 or Type 2.

(a) **Type I.** Submit a state department of transportation JMF approved within the past 12 months for approval at least 30 days before production. For each proposed JMF, submit a production certification conforming to state department of transportation specifications and conforming to design parameter (a), (b), or (c) for the type of mix submitted and conforming to design parameter (d) in Table 403-1.

Table 403-1
Asphalt Concrete Mix Requirements

Design Parameters	Specification
(a) Volumetric hot asphalt concrete pavement (AASHTO M 323, AASHTO R 35, and AASHTO T 312) Gyratory compaction level Volumetric properties at 0.3 to 3 million ESAL's (AASHTO M 323)	7, 75, 115 See FP-14 Table 401-1
(b) Hveem (AASHTO T 246 and AASHTO T 247) Stabilometer, minimum Percent air voids ⁽¹⁾	35 3.0 – 5.0
(c) Marshall (AASHTO T 245) Stability, pounds (kilonewtons), minimum Flow, 0.01 inches (0.25 millimeters) Percent air voids ⁽¹⁾ Compaction, number of blows each end of test specimen	2000 (8.9) 8 – 14 3.0 – 5.0 75
(d) Moisture susceptibility (AASHTO T 283) Tensile strength ratio, minimum	0.80

(1) The percent of air voids are based on AASHTO T 166, AASHTO T 209 and AASHTO T 269.

(b) Type II. Provide a mix composed of crushed stone or gravel and asphalt binder mixed in an approved plant. Use an aggregate gradation and asphalt binder of a quality conforming to those normally used locally by either Federal or state agencies for the type of work being constructed.

Submit the strength, quality, and gradation specifications for the asphalt concrete mix. Include copies of laboratory test reports that demonstrate aggregate, asphalt binder, additive, and mix properties meet Federal, state or local government agency specifications.

For both Type I and Type II, submit the maximum specific gravity (density) of the mix as determined by AASHTO T 209.

A. Temperatures

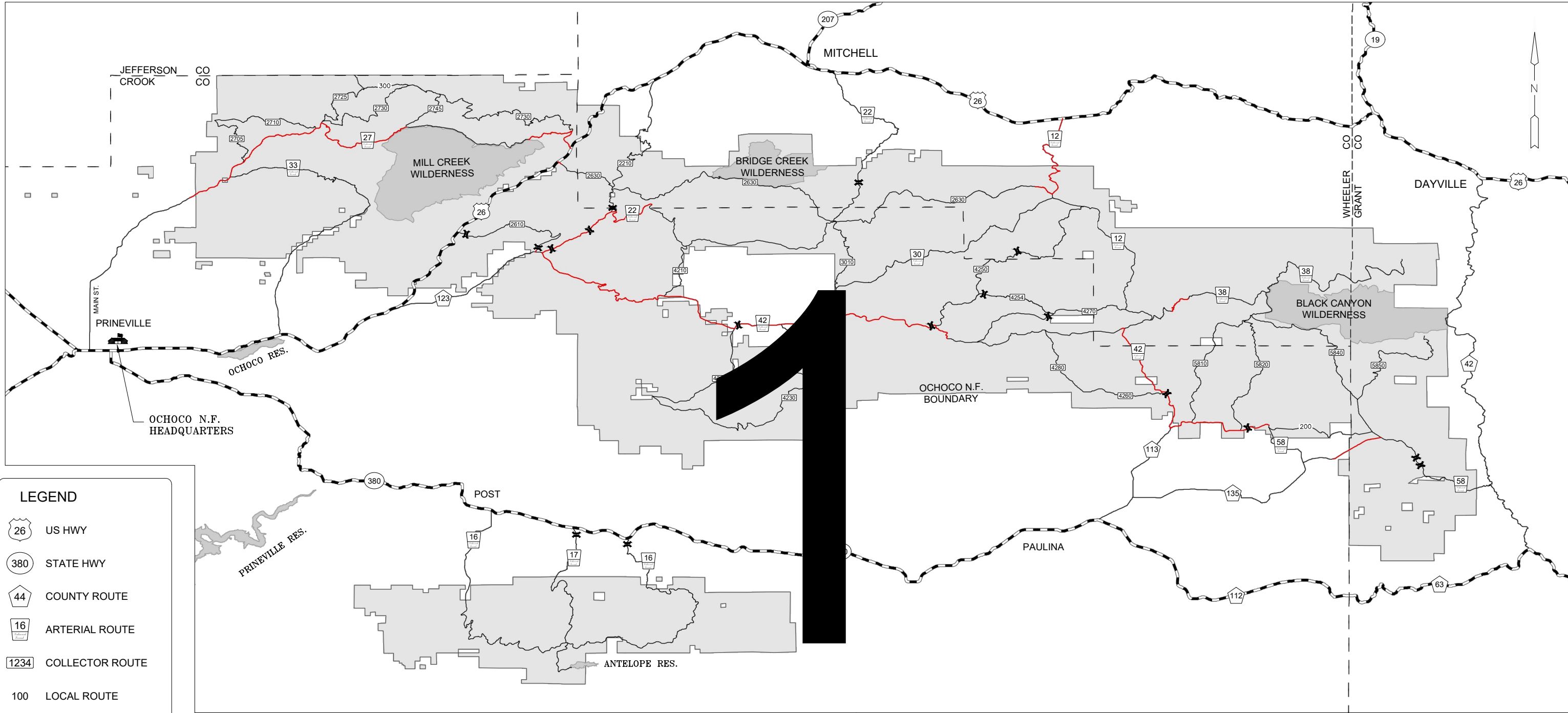
1. Mix HMAC within asphalt oil manufacture specifications
2. Dispense HMAC into loading vehicle with a minimum temperate of 300 degrees Fahrenheit
3. If asphalt is delivered, provide with a minimum temperature of 260 degrees Fahrenheit upon arrival.
 - a. Temperate to be checked with probe type thermometer below surface crust or through side access hole prior to dispensing.
4. HMAC not meeting temperature requirements will be rejected and no payment made for delivery or materials.
5. Temperate to be checked with probe type thermometer below surface crust or through side access hole prior to dispensing.

PART 3 – EXECUTION

3.1 GENERAL

- A. Coordinate supply and delivery with the Contracting Officer's Representative prior to the start of operations. Forest Service retains the option to meet with delivery trucks during initial deliveries, to coordinate actual location on the ground for delivery and Forest Service operations.

END OF SECTION 040301



LEGEND

26

US HWY

380

STATE HWY

44

COUNTY ROUTE

16

ARTERIAL ROUTE

1234

COLLECTOR ROUTE

100

LOCAL ROUTE

ASPHALT SURFACE RD

BRIDGE

FOREST SERVICE

NOTE:

1) NOT ALL ROADS, BRIDGES, OR OTHER FEATURES SHOWN ON THESE MAPS.

2) ALL VEHICLE WITH LOADS THAT EXCEED THE STATE OF OREGON LEGAL LOAD LIMITS, OR EXCEED THE POSTED LOADS OF A BRIDGE UNDER FOREST SERVICE JURISDICTION, REQUIRE AN OVERLOAD PERMIT.

