

## **52.215-1 INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITION (JAN 2004)**

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

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

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

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

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

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

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

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

(i) The solicitation number;

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

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

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

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

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

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

(ii)

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) *Contract award.*

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

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

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

**(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.**

**If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.**

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

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

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

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated

by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

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

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

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

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

**CHECKLIST OF MINIMUM REQUIREMENTS  
AND CERTIFICATION OF OFFER**

- 
- ❖ \_\_\_\_ Provide your business email to facilitate communications \_\_\_\_\_
  - ❖ \_\_\_\_ Have active vendor record for the DUNS number above in the System for Award Management (SAM) <https://www.sam.gov>
  - ❖ \_\_\_\_ Provide your DUNS Number \_\_\_\_\_
  - ❖ \_\_\_\_ Respond with the COMPLETE RETURN PACKAGE (See SECTION M on how to respond). Failure to provide the required information for Evaluation factors a, b, c, d, e, may result in your offer being removed from competitive range.
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<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO. <b>12817318B0001</b>	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> <b>NEGOTIATED (RFP)</b>	3. DATE ISSUED <b>12/06/2017</b>	PAGE OF PAGES 1 65

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY  <b>USDA FOREST SERVICE APACHE-SITGREAVES NATIONAL FORESTS SUPERVISOR'S OFFICE – ACQUISITION MANAGEMENT 30 S. CHIRICAHUA DRIVE PO BOX 640 SPRINGVILLE, AZ 85938</b>	CODE <b>128173</b>	8. ADDRESS OFFER TO  <b>SAME AS BOX NO. 7</b>
9. FOR INFORMATION CALL:	A. NAME <b>WARREN ABBOTT</b>	B. TELEPHONE NO. (Include area code) <b>(NO COLLECT CALLS)</b> <b>(928) 333-6344</b>

#### SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

12817318B0001 – This solicitation is a 100 percent Total Small Business Set-Aside. NAICS 237310 \$36.5 Million is size standard for small business.

The USDA Forest Service, Apache—Sitgreaves National Forests, Springerville, Arizona, has a requirement for Road Maintenance and Construction on an Indefinite Delivery / Indefinite Quantity (IDIQ) for work on the Black Mesa Ranger District. The Contracting Officer intends to make multiple awards from this solicitation to at least three (3) individual IDIQ contracts using Best Value – Tradeoffs evaluation factors.

The minimum guarantee per awarded contract will be \$2,000 to satisfy the minimum requirement for life of the awarded contract (3-years). The maximum order limit for all combined awarded contracts awarded under this is \$1,000,000. There is no guarantee that task orders will reach the maximum order limit. The Period of Performance for each awarded contract is from date of award through September 30, 2021 (subject to appropriated funding approved by Congress). The period of performance for awarded task orders is from contract award date through completion or December 31, 2021.

Payment and Performance bonds will be required upon award of task orders \$30,000 and over.

All of this work is covered under the Davis-Bacon Act, for which the appropriate wage determinations have been incorporated into the solicitation package. This work may require specialized equipment, transports, safety, and tools.

11. The Contractor shall begin performance within 10 calendar days and complete it within time specified calendar days after receiving  
☐ award, ☒ notice to proceed. This performance period is ☐ mandatory, ☒ negotiable. (See \_\_\_\_.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?  
(If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by **1600 MST (hour)** local time **JANUARY 17, 2018 (date)**. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ **is not** required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than **60** calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within \_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS***The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified)

ITEM

27

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)( )☐ 41 U.S.C. 253(c)( )

26. ADMINISTERED BY CODE

SAME AS 7

27. PAYMENT WILL BE MADE BY

**Electronic Funds Transfer via Invoice Processing Platform at  
www.ipp.gov****CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications,

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

Warren Abbott

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

## PART I— SCHEDULE OF ITEMS

### SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS

CERTIFICATION OF OFFER AND SUBMISSIONS FOR THIS REQUEST FOR PROPOSALS:

VENDOR COMPANY NAME: \_\_\_\_\_

AUTHORIZED TO SIGN (NAME & TITLE): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ITEM NO.	DESCRIPTION OF SUPPLIES/ SERVICES	QUANTITY Or ITEM	UNIT	UNIT PRICE Construction and Maintenance Black Mesa RD
<b>1</b>	<b>Equipment</b>			
-A	Loader, *Size_____	Loader	HR	
-B	Loader, *Size_____	Loader	HR	
-C	_____, *Size _____,	Loader	HR	
-D	_____, *Size _____,	Loader	HR	
<b>2</b>	<b>REQUIRED -- BASE EQUIPMENT TO PERFORM THIS WORK</b>			
-A	Maintenance Road Blading	Grader	HR	
-B	Aggregate Placement	Grader	HR	
-C	Heavy Blading, Reshape, Crusher/Trimmer Support.	Grader	HR	
-D	Snow Removal	Grader	HR	
<b>3</b>	<b>REQUIRED -- BASE EQUIPMENT TO PERFORM THIS WORK (Minimum 20 Yard)</b>			
	Haul Vehicles –			
-A	Per Hour Belly Dump Rate. Rate Includes Operator & Mobilization	Belly Dump	HR	
	Number available _____			

\*List all available largest to smallest size.

ITEM NO.	SUPPLIES/ SERVICES	QUANTITY Or ITEM	UNIT	UNIT PRICE Construction and Maintenance
	<b>Equipment</b>			
<b>4</b>	<b>REQUIRED -- BASE EQUIPMENT TO PERFORM THIS WORK (Minimum 10 Yard)</b> Haul Vehicles – Rate Includes Operator & Mobilization			
-A	End Dump, *Size _____ Number available _____	End Dump	HR	
-B	End Dump, *Size _____ Number available _____	End Dump	HR	
<b>5</b>				
-A	Bull Dozer, *Size _____	Dozer	HR	
-B	Bull Dozer, *Size _____	Dozer	HR	
-C	Bull Dozer, *Size _____	Dozer	HR	
-D	Bull Dozer, *Size _____	Dozer	HR	
-E	Bull Dozer, *Size _____	Dozer	HR	
<b>6</b>				
-A	Grid Roller, *Size _____	Grid Roller	HR	
<b>7</b>				
-A	Transport, *Size _____,	Transport	HR	
-B	Transport, *Size _____,	Transport	HR	

\*List all available largest to smallest size.



ITEM NO.	SUPPLIES/ SERVICES	QUANTITY Or ITEM	UNIT	UNIT PRICE Construction and Maintenance
	<b>Equipment</b>			
<b>8</b>	<b>REQUIRED -- BASE EQUIPMENT TO PERFORM THIS WORK (Minimum 315 Size)</b>			
-A	Track Excavator, *Size _____	Excavator	HR	
-B	Track Excavator, *Size _____	Excavator	HR	
-C	Track Excavator, *Size _____	Excavator	HR	
-D	Track Excavator, *Size _____, W / Hammer, *Size _____ lbs.	Excavator	HR	
-E	Operating Rate for Track Excavator W/ Hammer	Excavator	HR	
-F	Hammer, *Size _____ lbs	Hammer	HR	
-G	Attachment, _____	Attachment	HR	
<b>9</b>	<b>REQUIRED -- BASE EQUIPMENT TO PERFORM THIS WORK (Minimum 420 Size)</b>			
-A	Backhoe, *Size _____,	Backhoe	HR	
-B	Backhoe, *Size _____,	Backhoe	HR	
-C	Snow Removal	Backhoe	HR	
-D	Attachment, _____	Attachment	HR	
<b>10</b>				
-A	Pressurized Vacuum Truck Capacity _____	Vacuum Truck	HR	

\*List all available largest to smallest size.

ITEM NO.	SUPPLIES/ SERVICES	QUANTITY Or ITEM	UNIT	UNIT PRICE Construction and Maintenance
	<b>Equipment</b>			
<b>11</b>				
-A	Vibratory Steel Wheel, Compactor *Size _____	Compactor	HR	
-B	Vibratory Sheep foot, Compactor *Size _____	Compactor	HR	
-C	Pneumatic Roller, Compactor * Size _____	Compactor	HR	
<b>12</b>				
-A	Bobcat, *Type _____  List Attachments: _____ _____ _____ _____	Bobcat	HR  HR  HR  HR  HR	
<b>13</b>				
-A	Tractor with Gannon, *Type _____  List Other Attachments: _____ _____	Tractor	HR	
<b>14</b>				
-A	Laborer	Laborer	HR	
-B	Traffic Control Crew (2-People, Radios, Flags and Signs per MUTCD)	Crew	HR	
-C	Pilot Car W/ Driver	Pilot Car	HR	

\*List all available largest to smallest size.

ITEM NO.	SUPPLIES/ SERVICES	QUANTITY Or ITEM	UNIT	UNIT PRICE Construction and Maintenance
	<b>Equipment</b>			
<b>15</b>				
-A	Service Vehicle, *Type _____, (ie: truck, four wheeler, tractor etc.)	Service Vehicle	HR	
-B	Service Vehicle, *Type _____, (ie: truck, four wheeler, tractor etc.)	Service Vehicle	HR	
<b>16</b>				
-A	Water Truck, Self-Drafting, *Size _____ Gallons,	Water Truck	HR	
-B	Water Truck, Self-Drafting, *Size _____ Gallons,	Water Truck	HR	
-C	Additional Water Fee to be Included as dollars per 1000 Gallons	Water	1000/gal.	
	Miscellaneous			
<b>17</b>				
-A	Airless Paint Sprayer	Paint Sprayer	HR	
<b>18</b>				
-A	Portable Airtrack *Size _____	Airtrack	HR	
-B	Certified Blaster	Blaster	HR	
<b>19</b>	Supplemental Items:			
-A	Light Tower	Each	HR	
-B	Compactors (Plate)	Each	HR	
-C	Trencher	Each	HR	
-D	Concrete Mixer	Each	HR	
-E	Roll-Off Dumpster	Each	HR	
-F	_____	Each	HR	
-G	_____	Each	HR	

\*List all available largest to smallest size.

ITEM NO.	SUPPLIES/ SERVICES	QUANTITY Or ITEM	UNIT	UNIT PRICE Construction and Maintenance
	<b>Clearing</b>			
<b>20</b>				
-A	Hot Saw	Hot Saw	HR	
-B	Feller Buncher	Feller Buncher	HR	
-C	Roadside Chipping as identified by F.S. (Crew = 2 Laborers with chipper)	Crew	HR	
-D	Sawyer	Sawyer	HR	
-E	Log Skidder, *Size _____.	Skidder	HR	
	<b>Installation/ Repair of Culverts &amp; Gates</b>			
<b>21</b>				
-A	<b>Concrete for Culvert and Gate Installations</b> Concrete Slurry for Culvert Installation. Mix shall be 2 sack cement per C.Y. of concrete	Concrete Slurry	C.Y.	
-B	Concrete for Gate Installation. Mix shall be 5 sack cement per C.Y. of concrete.	Concrete	C.Y.	
-C	Concrete Delivery Haul Surcharge, from Springerville, AZ	Surcharge	Mile	
<b>22</b>				
-A	Welding Unit, Shall include, Cutting torches, Arc Welder and Wire Feed, Grinders & Misc.	Welding Unit	HR	
	<b>Additional Equipment</b>			
<b>23</b>	(ie: Grizzly, Vibratory Screen, Boom Truck, Mobile Trimmer, etc.) "Please provide details, size, weight capacity, etc."			
-A				
-B				
-C				
<b>24</b>	<b>Actual cost of Payment and Performance Bonds for projects that exceed \$30,000; When required by Contracting Officer</b>	Each	Actual Cost	

## SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### C1 SCOPE OF WORK:

The USDA Forest Service, Apache—Sitgreaves National Forests, Springerville, Arizona, has a requirement for Road Maintenance and Construction on an Indefinite Delivery / Indefinite Quantity (IDIQ) for work on the Springerville Ranger District.

The minimum guarantee per awarded contract will be \$2,000 to satisfy the minimum requirement for life of the awarded contract (3-years). The maximum order limit for all combined awarded contracts awarded under this is \$1,000,000. There is no guarantee that task orders will reach the maximum order limit. The Period of Performance for each awarded contract is from date of award through September 30, 2021 (subject to appropriated funding approved by Congress). The period of performance for awarded task orders is from contract award date through completion or December 31, 2021.

In order for the awarded contractors to be able to successfully perform this work in a cost effective and timely manner, this solicitation is limited to contractors that maintain a base of operations within a 150 mile radius of Springerville, AZ.

The majority of the work consists of aggregate road maintenance, repair, and some construction. Other work may include clearing drainages, installation or removal of culverts and cattle guards, sign installation, mechanical equipment trail maintenance, concrete structures construction and concrete repair.

Contractors **are not** required to propose an offer for every line item in the Schedule. Contractors are required to respond to at least the base set of equipment (**annotated in red**) necessary to meet one of the technical acceptance factors.

### C2 BASIS FOR AWARDS

The Contracting Officer intends to make multiple awards from this solicitation to at least three (3) individual IDIQ contracts using Best Value – Tradeoffs evaluation factors (See Section M).

### C3 LOCATION OF PROJECTS

The elevation could range from approximately 3,500 to 11,000 feet. Terrain can vary from relatively flat to steep and rocky (both loose and solid above and below ground with some areas of bedrock). Weather conditions can change quickly, particularly during the summer rain period of July, August and September when strong thunder and lightning storms occur. Heavy snowfall is common in the late fall throughout the winter. Additionally there is the potential for contractors to have to work around timing restrictions for Threatened, Endangered, & Sensitive species and during the Spring, Summer, or Fall seasons.

The project areas for Task Orders under the contracts awarded from this solicitation will primarily be located on one Ranger District:

- 1) The central location, for **Black Mesa Ranger District**, which to base pricing factors for transports, hauling, or concrete delivery haul surcharge, shall be **the U.S. Post Office, 3410 Buckskin Canyon Road, Heber, AZ 85928**.

**The Transport rate will be used to move equipment to a project site (from the central location identified in this solicitation) for the District. The Transport rate captures mobilization costs to project sites.**

### C4 TECHNICAL SPECIFICATIONS

#### **AGAR 452.211-72 Statement Of Work/Specifications (FEB 1988)**

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

STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS, FP-03, U.S.  
Customary Units

The specifications are included by reference only. The requirements contained in these Standard Specifications are hereby made a part of this solicitation and any resulting work.

These specifications can be ordered from FHWA. For information on how to order books, go to the FHWA's website, <http://www.wfl.fha.dot.gov/design/specs/fp03.htm>.

**The following specifications are applicable:**

DIVISION	TITLE
100	General Requirements
150	Project Requirements
200	Earthwork
250	Slope Reinforcement and Retaining Walls
300	Aggregate Courses
400	Asphalt Pavements and Surface treatments
550	Bridge Construction
600	Incidental Construction
700	Material

**Special Project Specifications Listings**

Special Project Specification (SPS) may add to, delete from, or modify the FP-03. Those specifications are included in full text.

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**SECTION D - PACKAGING AND MARKING**

*(For this section, there are no clauses or provisions)*

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**SECTION E - INSPECTION AND ACCEPTANCE**

**52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)**

(a) *Definition.* "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not—

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may—

- (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
- (2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

#### **52.246-13 INSPECTION—DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)**

(a) Unless otherwise designated by the specifications, all workmanship performed under the contract is subject to Government inspection at all times and places where dismantling or demolition work is being performed. The Contractor shall furnish promptly, and at no increase in contract price, all reasonable facilities, labor, and materials necessary for safe and convenient inspection by the Government. The Government shall perform inspections in a manner that will not unduly delay the work.

(b) The Contractor is responsible for damage to property caused by defective workmanship. The Contractor shall promptly segregate and remove from the premises any unsatisfactory facilities, materials, and equipment used in contract performance, and promptly replaces them with satisfactory items. If the Contractor fails to proceed at once in a workmanlike manner with performance of the work or with the correction of defective workmanship, the Government may—

- (1) By contract or otherwise, replace the facilities, materials, and equipment or correct the workmanship and charge the cost to the Contractor; and
- (2) Terminate for default the Contractor's right to proceed. The Contractor and any surety shall be liable, to the extent specified in the contract for any damage or cost of repair or replacement.

(End of clause)

**52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)**

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of—

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
- (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturers, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

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**SECTION F - DELIVERIES OR PERFORMANCE****FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within ONE calendar day 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 specified calendar days in the task order from issuance of notice-to-proceed. The time stated for completion shall include final cleanup of the premises.



**AGAR 452.236-75 MAXIMUM WORKWEEK – CONSTRUCTION SCHEDULE (NOV 1996)**

Within \_5\_ calendar days after receipt of a written request from the Contracting Officer, the Contractor must submit the following information in writing for approval:

- (a) A schedule as required by FAR clause 52.236-15, Schedules for Construction Contracts, and
- (b) The hours (including the daily starting and stopping times) and days of the week the Contractor proposed to carry out the work.

The maximum workweek is Monday through Friday, daylight to dusk, or as need is determined on a given task order by the COR.

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**SECTION G - Contract Administration Data**

*(Not applicable in this solicitation/contract)*

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**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H1.0 BIO-PREFERRED**

See Exhibit 2 in Section J, Attachments for additional information.

Websites:

USDA's website for Bio-Preferred: <http://www.biopreferred.gov/>

Product categories: <http://www.biopreferred.gov/ProductCategories.aspx>

Federal Purchasing Requirement: <http://www.biopreferred.gov/PurchasingBiobased.aspx>

Federal vendor/contractor reporting requirements: <http://www.biopreferred.gov/FARReporting.aspx>

**H2.0 Apache-Sitgreaves National Forests: INDUSTRIAL FIRE PLAN**

The following requirements are a part of this solicitation and any resultant contract or permit, and shall be provided at the Contractor's expense:

1. **Wildfire Prevention** – During periods of contract/permit performance, fire prevention and immediate suppression actions shall be performed by the Contractor.
2. **Execution of Industrial Fire Plan**
  - a. Forest Service personnel involved will, in all cases, coordinate through the Contracting Officer's Representative (COR) or Permit Administrator, except in cases of emergency, Red Flag Days, or Forest closure.
  - b. The Contractor shall designate a Fire Guard, fluent in English, who shall be responsible for executing and carrying out the Industrial Fire Plan requirements. The name of this representative will be provided to the COR at the pre-work meeting.
  - c. The Contractor shall include the Industrial Fire Plan requirements in all subcontracts.
  - d. The Contractor shall assure that all contract employees are informed of the existence and conditions of the Industrial Fire Plan requirements.

**3. Compliance Inspection**

- a. Inspection by the Forest Service will be made to insure compliance with the fire requirements.
- b. Should any deficiencies appear during the inspection, the Contractor/Permit holder will be informed and the deficiencies shall be corrected within 24 hours. Activities with the potential to start fires shall be halted until the deficiencies are corrected and the corrections are approved by the COR.
- c. The Contractor's Fire Guard shall make daily inspections to insure that the terms of the Industrial Fire Plan requirements are met at all times, both on the job-site and in the Contractor's camp.

**4. Fire Prevention Requirements**

- a. Fire Toolbox - During contract performance, the Contractor shall furnish and maintain, at the Contractor's expense, one mobile Fire Toolbox, within ¼ mile or less of the location where the Contractor is currently performing work and camping.

The fire toolbox is to be maintained with tools in good working condition, in such quantities and mix to provide at least one firefighting tool for each person in the Contractor's workforce engaged in contract operations. This equipment is for the sole purpose of firefighting: a mix of three shovels, size 0 or larger, one axe, two fire rakes, two Pulaskis, and two 3-5 gallon hand pump garden sprayers or backpack pumps filled with water. Where appropriate, a chainsaw may be substituted for the axe; a McLeod tool or heavy duty garden rake for a fire rake, and a heavy duty garden wide hoe or other sturdy digging/scraping tool may be substituted for the Pulaski.

The fire toolbox shall be replenished with cleaned, re-sharpened, reconditioned, or new tools by the Contractor after each use.

- b. Work Hours – The Contractor shall restrict operations in accordance with the following Industrial Fire Plan level unless the COR waives the requirement in writing.

Each day of operation when there is a predicted change in the Industrial Fire Plan level, the Forest Service will inform the Contractor between 3 and 6 pm MST (4 and 7 pm MDT). Notification will be made of which stage in the industrial fire precaution plan (Supplement 1) to be followed the next day within the local operating area.

No later than 9 am MST (10 am MDT) the following day, the Forest Service will inform the Contractor of any change in the fire precaution schedule. In the case of Red Flag Days, the Forest Service will inform the Contractor as soon as possible after the National Weather Service issues their high wind warning for that day, which often comes after 9 am MST.

- c. Blasting – Use of fuses in blasting shall not be permitted. A Fire Guard must remain on the blasting site for a minimum of one hour after blasting operations have concluded. Required equipment shall consist of at least one 5 lb. fire extinguisher, one long-handled round-pointed shovel size 0 or larger and one 5-gallon hand pump garden sprayer or backpack pump filled with water. Written permission must be obtained from the CO during fire precaution plan B and C days. Blasting hours are restricted under fire precaution plan C; and blasting is prohibited under fire precaution plan D and on Red Flag days.
- d. Welding – Written permission must be obtained from the COR during fire precaution plan B, C, and D. Welding is prohibited on Red Flag days. Required equipment at the welding site shall consist of at least one 5 lb. fire extinguisher, one shovel, size 0 or larger and one 3-5-gallon hand pump garden sprayer or backpack pump filled with water. An area commensurate with the amount of welding to be accomplished shall be cleared to bare mineral soil before welding operations are started. The area in the immediate vicinity of the operation shall be wet down before and after operations. The area adjacent to the welding operations shall be thoroughly checked by the Fire Guard for fires for at least 1 hour after welding.
- e. Slash Incineration – Operation of forced-air burners must comply with all state and federal open burning laws, regulations and policies. Forced air burners shall be operated with a minimum set back from combustibles of 100'. This activity is prohibited on fire precaution plan C, D and Red Flag days.
- f. Ash disposal – Ash from slash incineration shall be treated in such a manner as to not constitute a wildfire risk, and shall be disposed of in an approved manner designated by the COR.

- g. Controlled Burning – All planned burns, including pile burns or use of air curtain burners, conducted by the Contractor under the terms and conditions of the contract are required to have a written Burn Plan that meets the requirements of Forest Service Manual 5140 for the project. The Burn Plan must be prepared, recommended and approved by the appropriate Forest Service Officers. The Contractor will notify the CO, COR, and District Fire Management Officer prior to implementation of a burning project. The Contractor will insure all appropriate Federal, State and local laws, regulations, and policies pertinent to the Burn Plan, are adhered to. Training and qualification standards for the Contractor's employees conducting burning operations will be required according to the applicable regulations in NWCG 310-1, which can found at the National Wildfire Coordinating Group website, [www.nwcg.gov/pms/docs/docs.htm](http://www.nwcg.gov/pms/docs/docs.htm).
- h. Fire Guard – To prevent, detect, and suppress wildfires, the Contractor shall provide one or more trained Fire Guards at each operating area where internal combustion engines, incineration equipment, controlled burns or camps are used. Each Fire Guard is required to read, understand, and perform the Industrial Fire Plan duties. The Fire Guards may perform other contract work in conjunction with Fire Guard duties, provided such other work does not distract from Fire Guard responsibilities. A Fire Guard(s) assigned on one operating area shall satisfy the requirements on adjacent areas if the travel time with available transportation is not in excess of twenty (20) minutes to any of the other areas.

Each Fire Guard shall be physically able, and trained to prevent, detect, and report any fire, and to immediately take suppression action with the required firefighting equipment and employees on any wildfire that starts within the contract area. The Fire Guards shall perform their duties during normal operating hours; with an added three (3) hour watch after work stops for the day when the Fire Precaution Plan is at level B or C. If the Contractor has agreed to additional terms for operation under Fire Precaution Plan D, the Fire Guard will perform all requirements specified in the Plan D Authorization Letter issued by the CO.

Each Fire Guard shall be equipped with a vehicle capable of carrying a minimum 5 lb. fire extinguisher and fire tools consisting of a cache box with one shovel, size 0 or larger, one cutting tool such as either an axe, Pulaski or chainsaw, one fire rake or heavy duty garden rake, and two 3-5-gallon hand pump garden sprayers or backpack pumps filled with water. All equipment and tools shall be maintained in serviceable and operable condition. The tool cache for the Fire Guard will be in addition to the Fire Toolbox maintained for the work crews and available for use at both the work site and campsite.

- i. Communications –The Contractor shall provide some form of direct communication, such as a cell phone or two-way radio, between the Fire Guard(s) and the work crews, and when technically possible, between the job-site and the Forest Service. The Contractor's cell phone number, or other form of contact, will be reported to the COR at the pre-work meeting. All communications will be in English.

5. Wildfire Suppression

- a. The Contractor shall take independent action immediately to suppress all fires originating within the contract boundary and camp location. The Contractor shall continue fighting the fire until released from the fire by the Forest Service. The Contractor will take appropriate action on a fire outside the contract area or campsite to the level of their firefighting experience, abilities and qualifications. The Contractor may be requested to assist the Forest Service with fighting a fire if the personnel have been trained and equipped with the proper personnel protective equipment (PPE). If contract operations are interrupted for firefighting purposes the Contractor shall notify the COR as soon as practical.
- b. If the Contractor pursues fighting any wildfire which has moved from off the USFS contract land and crosses onto lands of other ownership, such as private property, the Contractor shall be aware that dangers may be present associated with urbanized areas. For example, the Contractor will need to become highly alert, and take extreme care to avoid dangers associated with open flames or operating heavy equipment near propane/butane tanks and underground gas lines, overhead/underground electric lines, underground septic tanks, and private outbuildings which may contain hazardous or flammable/explosive chemicals. Coordination as soon as possible with USFS and/or local municipal firefighters who are better trained for safe wildland/urban-interface fire suppression tactics is recommended when faced with fires on private lands.

- c. All fires shall be reported immediately to the most available Forest Service office. The COR will insure that all fire reports are forwarded immediately to the Apache-Sitgreaves NF Fire Dispatcher's Office. Even though the fire may have been suppressed by the Contractor's crew, this report is still required. The office and telephone numbers to which fires shall be reported will be furnished to the Contractor at the contract pre-work meeting.
- d. The Contractor shall not perform fire suppression activity, or provide reinforcement support, on any wildfires that originates and remains outside the contract boundary or Contractor's camp location, without meeting the criteria below.

If the Contractor wishes to be available to assist the Forest Service with emergency wildfire suppression or support activities beyond the contract boundary, all the Contractor's, and/or Subcontractor's, equipment must first be signed up on an Equipment Rental Agreement, USDA/USDI Optional Form 294, issued by the Apache-Sitgreaves National Forests. (In cases of extreme emergency, the Forest Service can finalize this agreement at the fire location.) Emergency use of equipment manned with operators, such as dozers, skidders, tree shears, chainsaws and water trucks/trailers, would then be compensated to the Contractor at current Forest Service fire-fighting rental equipment rates common to the area. Equipment rented by the Forest Service under this agreement shall be operated only by physically able personnel supplied by the Contractor.

Likewise, all personnel employed or subcontracted by the Contractor who wish to work on wildfires as individuals must first be currently certified with the required fire training to be qualified as a wildland firefighter before being permitted to assist the Forest Service with fire suppression. Firefighters must also have completed the necessary forms to become temporary emergency Forest Service fire-fighting employees. Contract personnel temporarily released off this contract by the Contractor to fight off-contract fires, shall be paid by the Forest Service at current USFS standard emergency "administratively determined" (AD) fire-fighting rates.

The COR can direct you on how and where to make these preparations in advance. The contract COR must be notified as soon as possible in writing when the above conditions for fire rental equipment and personnel have been met. The Contractor must also notify the COR as soon as practical if contract operations are interrupted for emergency fire-fighting outside the contract area. If the Contractor does not wish to meet these criteria to help fight wildland fire outside the contract area, the Contractor is not required to do so.

6. Equipment Requirements

- a. All gasoline and diesel equipment (except turbocharged) used on the project, and in camp, shall be equipped with spark arresters approved in the Spark Arrester Guide, USDA Forest Service, which will be used by the USFS for equipment inspections. Copies of this Guide can be viewed on the internet at [http://www.nwcg.gov/search\\_pages/http%20OR%20nwcg%20OR%20gov%20OR%20pms%20OR%20pubs%20OR%20pubs](http://www.nwcg.gov/search_pages/http%20OR%20nwcg%20OR%20gov%20OR%20pms%20OR%20pubs%20OR%20pubs). To purchase the most recent Guide, go to the above mentioned website.
- b. All internal combustion engines must be inspected before use in the job and periodically thereafter by the Forest Service. Equipment not passing inspection cannot be used until repairs are made, re-inspected, and passed by the Forest Service - see attached Supplement 3: Order Southwestern Region USDA Forest Service pursuant to 36 CFR 261.50 and 261.52 (f) and (j).
- c. Serviceable baffled mufflers with standard exhaust tailpipes and catalytic converter heat shields are considered adequate on trucks, pickups, vans, sedans, motor-homes, and ATVs provided the muffler system meets the USDA Forest Service, Spark Arrester Guide. Care shall still be taken to avoid parking such vehicles over tall grass, brush or flammable materials.
- d. Equipment service areas, and gas and oil storage areas, shall be cleared of brush, litter, debris, and grass for a radius of at least 50 feet. Locations shall be pre-approved by the Forest Service.
- e. Each piece of motorized equipment not included in item (f.) below shall be equipped with a round-point shovel and fire extinguisher.

- f. Fuel trucks, service trucks, and the work camp shall be equipped with a shovel, double bit axe, and class ABC pressurized chemical fire extinguisher of not less than 15 pounds capacity by weight.

The shovels and fire extinguishers are in addition to those required for the Fire Guard tool cache (4.a.) and the mobile fire tool box (4.e). These shall be furnished and maintained at the Contractor's expense.

- g. All crawler tractors and rubber-tired equipment suitable for fire suppression work shall be equipped with lights for nighttime use. This includes two functioning headlights, and 1 to 2 backup lights.
- h. Power saws shall be kept in a safe, serviceable condition at all times. Each power saw shall be equipped with an approved spark arrester screen muffler system defined by USDA Forest Service Spark Arrester Guide. All exhaust products must pass through the screen, which has openings of 0.023-inch or less. The effective exhaust area of the screen (total area of all screen openings) shall not be less than 200 percent of the engine exhaust port area at its smallest cross-section. Screen material will be heat and corrosion resistant, and shall provide at least 100 hours of service life.
  - (1.) The refueling of power saws shall be done on bare mineral soil and the saw shall be moved at least 10 feet from the point of refueling to another barren spot before being started.
  - (2.) Power saws with warm or hot spark arresters screen mufflers—running or not—shall not be placed or rested on sawdust piles, litter duff, stumps, or spots that are easily ignited.
  - (3.) Each crew with power saws shall be accompanied by at least one round point shovel in good condition and a Factory Mutual (FM) approved fuel can. One chemical pressurized fire extinguisher, 8 ounces or larger, is to be kept with the power saw operator at all times while working on the project. The shovel is to be kept with the fuel supply can.
- i. Forced Air Burners shall be kept in serviceable conditions at all times. Blower unit power supplies must comply with 6 b and c above.

7. Smoking and Fires

- a. Smoking – When/where smoking is permitted, cigarette butts or other smoking materials shall be extinguished completely and disposed of responsibly.
  - (1.) No smoking shall be allowed while traveling, except on surfaced highways. A surfaced highway is any road that is oiled, graveled, or otherwise paved.
  - (2.) Smoking is not permitted while working. Smoking is only permitted in camp or on breaks, and only in areas having a clearing of at least 3 feet in diameter to bare mineral soil or rock, or preferably inside an enclosed vehicle with an ash tray.
  - (3.) Smoking is not permitted while refueling, or while in the fuel storage/ service area.
- b. Fires – Warming fires, cooking fires, or burning of waste debris at camp or on the job-site, shall not be permitted during periods of high to extreme fire danger except in designated places by written consent of the Forest Service. All other fires (such as burning of debris resulting from clearing a camp or right-of-way) and ash disposal are covered under sections 4.e., 4.f., and 4.g.

8. Fire Plan and Closure Order Violations

- a. Contractor's violation or deficiency in meeting fire plan requirements shall result in a state of non-compliance with the terms and conditions of the contract. Immediate suspension of contract operations will be enforced until the deficiency or violation is corrected.
  - b. The Contractor shall advise all employees of Forest campfire, smoking, powersaw, and/or area closure orders (36 CFR 261.52 (a) (c) (d) (e) (h)). After notification to the Contractor by the Forest Service of such orders taking effect, the Contractor and their employees may be subject to criminal action under Federal Regulations separate from this contract should a violation occur.
9. **Fire Suppression Costs** – The USDA Forest Service reserves the right to participate in extinguishing any fires caused by the Contractor's operations. Contractor's obligations for cost of fire suppression, and all suppression activities ordered or directed by the Forest Service, vary according to three classifications of fires as follow below:
- a. **Operations Fire.** An "Operations Fire" is a fire caused by Contractor's operations other than a Negligent Fire, when all requirements of this industrial fire safety plan have been met and consistently maintained by the Contractor. The Government (Forest Service) shall perform fire suppression activities on Operations Fires, under the authorities of 16 USC 572. Contractor agrees to reimburse the Forest Service for expenses incurred by the Forest Service for the cost of an Operations Fire, to a maximum of \$10,000 dollars for each occurrence.
  - b. **Negligent Fire.** A "Negligent Fire" is a fire caused by negligence or fault of the Contractor's deficient operations by failure to comply with all requirements of this industrial fire plan (ie. "Fire Plan Negligence"), which results in a wildfire starting or permitting a controlled fire to spread out of control. Damages and the cost of suppressing Negligent Fires shall be borne by the Contractor. The Contractor shall also be responsible for full or partial costs and damages to any property of the USDA Forest Service or third parties caused by escaped fires resulting from Contractor's negligence.
  - c. **Other Fires in Immediate Area.** This situation is covered under section 5.d. of this industrial fire plan.

#### SUPPLEMENT 1 EMERGENCY FIRE PRECAUTION SCHEDULE

<u>Fire Precaution Plan</u>	<u>Description</u>
<b>A</b>	Normal fire precautions. No Fire Guard required.
<b>B</b>	Designated areas for smoking, warming, and cooking fires require a written permit. Contractor shall provide Fire Guard unless relieved of this responsibility in writing by the COR.
<b>C</b>	Power saws shall be shut down from <u>9 am</u> to 8 pm MST (10 am to 9 pm MDT). Turbo-charged equipment and rubber-tired skidders, shears, and chippers shall be shut down from <u>12 noon</u> until 8 pm MST (1-9 pm MDT). Shutdown from <u>12 noon</u> until 8 pm MST (1-9 pm MDT) of all machine treatment of slash, blasting, welding, metal cutting, and clearing. No forced air burner or controlled burning ignition, smoking, warming, or cooking fires permitted at any time. Operations on bare mineral soil involving loading, hauling, road excavation, watering, grading, surfacing, rock crushing and/or other equipment maintenance may continue. Fire Guard is required.
<b>D and Red Flag Days, and Area Closure</b>	Shut down all operations, except operations on bare mineral soil involving road excavation, watering, grading, gravel surfacing, rock crushing may continue <u>only</u> with a special order Forest Service permit.

**SECTION I - CONTRACT CLAUSES****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):

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

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

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.202-1	Definitions (NOV 2013)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (MAY 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2015)
52.211-18	Variation in Estimated Quantity (APR 1984)
52.215-2	Audit and Records -- Negotiation (OCT 2010)
52.219-6	Notice of Total Small Business Set-Aside (NOV 2011)
52.219-8	Utilization of Small Business Concerns (OCT 2014)
52.219-14	Limitations on Subcontracting (NOV 2011)
52.222-3	Convict Labor (JUN 2003)
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation (MAY 2014)
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 Davis-Bacon and Related Act Regulations (MAY 2014)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (MAY 2014)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-26	Equal Opportunity (APR 2015)
52.222-27	Affirmative Action Compliance Requirements for Construction (APR 2015)
52.222-35	Equal Opportunity for Veterans (OCT 2015)
52.222-36	Equal Opportunity for Workers With Disabilities (JUL 2014)
52.222-37	Employment Reports on Veterans (OCT 2015)
52.222-50	Combating Trafficking in Persons (MAR 2015)
52.223-1	Biobased Product Certification (MAY 2012)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)
52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)
52.225-1	Buy American—Supplies (MAY 2014)
52.225-9	Buy American—Construction Materials (MAY 2014)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)

52.227-1	Authorization and Consent (DEC 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.227-4	Patent Indemnity -- Construction Contracts (DEC 2007)
52.228-2	Additional Bond Security (OCT 1997)
52.228-11	Pledges of Assets (JAN 2012)
52.228-12	Prospective Subcontractor Requests for Bonds (MAY 2014)
52.228-14	Irrevocable Letter of Credit (NOV 2014)
52.229-3	Federal, State, and Local Taxes (FEB 2013)
52.232-5	Payments Under Fixed-Price Construction Contracts (MAY 2014)
52.232-17	Interest (MAY 2014)
52.232-23	Assignment of Claims (MAY 2014)
52.232-27	Prompt Payment (MAY 2014)
52.232-33	Payment by Electronic Funds Transfer –System for Award Management (JUL 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)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by The Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991) Alternate I (NOV 1991)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-16	Quantity Surveys (APR 1984)
52.236-17	Layout of Work (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-13	Bankruptcy (JUL 1995)
52.243-4	Changes (JUN 2007)
52.243-5	Changes and Changed Conditions (APR 1981)
52.244-6	Subcontracts for Commercial Items (DEC 2015)
52.246-21	Warranty of Construction (MAR 1994)
52.248-3	Value Engineering – Construction (OCT 2015)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012)--Alternate I (SEP 1996)
52.249-10	Default (Fixed-Price Construction) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

#### AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.211-73	Attachments to Statements of Work/Specifications
452.232-70	Reimbursement for Bond Premiums – Fixed-Price Construction Contracts (NOV 1996)
452.236-71	Prohibition Against the Use of Lead-Paint (NOV 1996)
452.236-72	Use of Premises (NOV 1996)
452.236-73	Archeological or Historic Sites (FEB 1988)
452.236-74	Control of Erosion, Sedimentation and Pollution (NOV 1996)
452.236-76	Samples and Certificates (FEB 1988)
452.236-77	Emergency Response (NOV 1996)
452.236-78	Fire Suppression and Liability (MAY 2014)



**52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award through December 31, 2021**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**52.216-19 ORDER LIMITATIONS. (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$1,000,000;

(2) Any order for a combination of items in excess of \$1,000,000; or

(3) A series of orders from the same ordering office within the period ending September 30, 2021 that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after.

(End of clause)

**52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

**52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed December 31, 2021.

(End of clause)

**52.223-1 BIOBASED PRODUCT CERTIFICATION (MAY 2012)**

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

(End of provision)

**52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)**

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance; and

(3) Contact the environmental point of contact to obtain the preferred submittal format, if that format is not specified in this contract.

(d) The environmental point of contact for this contract is: Deborah MacIvor ([dmacivor@fs.fed.us](mailto:dmacivor@fs.fed.us)) phone 928-333-4301.

(End of clause)

### 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (*if none, insert "None"*) Identification No.

_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered non-responsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

**52.225-9 BUY AMERICAN ACT - 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 section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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

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

"Cost of components" means -

(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 non-availability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material. "United States" means the 50 States, the District of Columbia, and outlying areas.

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

NONE

(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 Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

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

(A) A description of the foreign and domestic construction materials; (B) Unit of measure;

(C) Quantity; (D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<i>Item 1:</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2:</i>			
Foreign construction material			
Domestic construction material			

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

*Include other applicable supporting information.*

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

#### 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)

#### **52.228-13 -- ALTERNATIVE PAYMENT PROTECTIONS (JUL 2000)**

(a) The Contractor shall submit one of the following payment protections:

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(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within \_\_\_\_\_ days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of Clause)

#### **52.228-15 PERFORMANCE AND PAYMENT BONDS – CONSTRUCTION (OCT 2010)**

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

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

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

(1) *Performance bonds* ([Standard Form 25](#)). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds* ([Standard Form 25A](#)). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

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

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

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

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

U.S. Department of the Treasury  
Financial Management Service  
Surety Bond Branch  
3700 East West Highway, Room 6F01  
Hyattsville, MD 20782.  
Or via the internet at <http://www.fms.treas.gov/c570/>.

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

(End of clause)

#### **452.228-71 INSURANCE COVERAGE (NOV 1996)**

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

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

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

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



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

(End of Clause)

**AGAR 452.228-70 Alternative Forms of Security (NOV 1996)**

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

**Order of Precedence--Construction**

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

- (1) The Schedule (excluding the specifications)
  - (2) Representations and Other Instructions
  - (3) Contract Clauses
  - (4) Other Documents, Exhibits, and Attachments
  - (5) The Specifications
  - (6) Drawings
-

**PART III--LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****SECTION J--LIST OF ATTACHMENTS**

**EXHIBIT 1A**            U.S. DEPT. OF LABOR, DAVIS-BACON WAGE DETERMINATION  
# AZ170009 **USE FOR WORK AREAS IN APACHE / GREENLEE /  
NAVAJO COUNTIES**

**EXHIBIT 1B**            U.S. DEPT. OF LABOR, DAVIS-BACON WAGE DETERMINATION  
# AZ170008 **USE FOR WORK AREAS IN COCONINO COUNTY**

**THE FOLLOWING EXHIBITS ARE ATTACHED SEPARATE AND HAVE SAME EFFECT AS  
BEING CONTAINED WITHIN THE SOLICITATION:**

**EXHIBIT 2**            USDA BIOPREFERRED PROGRAM

**EXHIBIT 3**            2018 SUPPLEMENTAL SPECIFICATIONS

**EXHIBIT 4**            DRAWING: ROAD DETAIL

**EXHIBIT 5**            DRAWING: BLADING LIMITS

**EXHIBIT 6**            DRAWING: BLADING LIMITS LAYOUT 2

**EXHIBIT 7**            BEST MANAGEMENT PRACTICES FOR ROAD MAINTENANCE

**EXHIBIT 1A****FOR WORK THAT OCCURS IN APACHE/GREENLEE/NAVAJO COUNTIES:****General Decision Number: AZ170009 09/22/2017 AZ9**

Superseded General Decision Number: AZ20160009

State: Arizona

Construction Type: Highway

Counties: **Apache**, Cochise, Gila, Graham, **Greenlee**, La Paz, **Navajo** and Santa Cruz Counties in Arizona.**HIGHWAY CONSTRUCTION PROJECTS**

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

**Modification Number      Publication Date**

0	01/06/2017
1	01/27/2017
2	08/25/2017
3	09/22/2017

CARP0408-007 07/01/2016

**APACHE, COCHISE & SANTA CRUZ COUNTIES**

Rates	Fringes
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CARPENTER (Including Cement Form Work).....	\$ 25.48	11.54
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ENGI0428-004 06/01/2017

Rates	Fringes
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POWER EQUIPMENT OPERATOR Oiler Driver.....	\$ 27.36	10.52
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\* IRON0075-006 08/01/2017

Apache, Cochise, Gila, Graham, Greenlee, La Paz, Navajo Counties

Rates	Fringes
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Ironworker, Rebar.....	\$ 26.00	18.85
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Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson

Zone 2: 050 to 100 miles - Add \$4.00

Zone 3: 100 to 150 miles - Add \$5.00

Zone 4: 150 miles &amp; over - Add \$6.50

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SUAZ2009-002 04/23/2009

Rates      Fringes

## CARPENTER

Gila, Graham, Greenlee, La

Paz &amp; Navajo.....\$ 21.71      3.82

CEMENT MASON.....\$ 17.74      3.59

ELECTRICIAN.....\$ 24.43      5.38

## IRONWORKER, Rebar

Santa Cruz county.....\$ 21.75      13.59

## LABORER

Asphalt Raker.....\$ 14.97      5.88

Concrete Worker.....\$ 13.38      4.50

Fence Builder.....\$ 12.20      3.84

Flagger.....\$ 12.31      3.96

General/Cleanup.....\$ 12.78      2.50

Guard Rail Installer.....\$ 12.20      3.84

Landscape Laborer.....\$ 11.02

Water Blaster.....\$ 14.90      2.90

## OPERATOR: Power Equipment

Backhoe &lt; 1 cu yd.....\$ 17.76      3.89

Compactor Self Propelled  
(with blade-grade operation..\$ 22.53      6.57Compactor Small Self  
Propelled (with blade-  
backfill, ditch operation)..\$ 22.29      6.31

Concrete Pump.....\$ 20.31      6.48

Crane (under 15 tons).....\$ 22.98      4.26

Drilling Machine  
(including wells).....\$ 21.79      4.10

Grade Checker.....\$ 23.41      6.54

Hydrographic Seeder.....\$ 19.73      5.40

Mass Excavator.....\$ 23.33      6.98

Milling Machine/Rotomill....\$ 21.87      6.84

Power Sweeper.....\$ 19.33      4.85

Roller (all types asphalt)..\$ 17.46      5.58

Roller (excluding asphalt)..\$ 19.23      5.09

Scraper (pneumatic tire)....\$ 22.41      6.90

Screed.....\$ 20.90      6.72

Skip Loader (all types 3 <  
6 cu yd).....\$ 20.91      7.35Skip Loader (all types 6 <  
10 cu yd).....\$ 22.24      6.83

Skip Loader &lt; 3 cu yd.....\$ 17.97      6.60

Tractor (dozer, pusher-  
all).....\$ 22.53      6.47

Tractor (wheel type).....\$ 24.62      7.57

PAINTER.....	\$ 13.94	2.56
TRUCK DRIVER		
2 or 3 axle Dump or		
Flatrack.....	\$ 16.17	4.24
Oil Tanker Bootman.....	\$ 21.94	
Pickup.....	\$ 12.88	1.73
Water Truck < 2500 gal.....	\$ 19.59	5.90
Water Truck > 3900 gal.....	\$ 18.70	4.79
Water Truck 2500 < 3900		
gal.....	\$ 17.13	

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-

union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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

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

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

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END OF GENERAL DECISION

**EXHIBIT 1B****FOR WORK THAT OCCURS IN COCONINO COUNTY:****General Decision Number: AZ170008 09/22/2017 AZ8**

Superseded General Decision Number: AZ20160008

**State: Arizona****Construction Type: Highway**Counties: **Coconino**, Maricopa, Mohave, Pima, Pinal, Yavapai and Yuma Counties in Arizona.**HIGHWAY CONSTRUCTION PROJECTS**

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

**Modification Number      Publication Date**

0	01/06/2017
1	01/27/2017
2	06/02/2017
3	08/25/2017
4	09/22/2017

CARP0408-005 07/01/2016

Rates	Fringes
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CARPENTER (Including Cement Form Work).....	\$ 25.48	11.54
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ENGI0428-001 06/01/2017

Rates	Fringes
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**POWER EQUIPMENT OPERATOR**

Group 1.....	\$ 24.09	10.52
Group 2.....	\$ 27.36	10.52
Group 3.....	\$ 28.44	10.52
Group 4.....	\$ 29.47	10.52

**POWER EQUIPMENT OPERATORS CLASSIFICATIONS:**

GROUP 1: A-frame boom truck, air compressor, Belcrete, boring bridge and texture, brakeman, concrete mixer (skip type), conductor, conveyor, cross timing and pipe float, curing machine, dinky (under 20 tons), elevator hoist (Husky and similar), firemen, forklift, generator (all), handler, highline cableway signalman, hydrographic mulcher, joint inserter, jumbo finishing machine, Kolman belt loader, machine conveyor, multiple power concrete saw, pavement breaker, power grizzly, pressure grout machine, pump, self-propelled chip spreading machine, slurry seal machine (Moto paver driver), small self-propelled compactor (with blade-backfill, ditch operation), straw blower, tractor (wheel type), tripper, tugger (single drum), welding machine, winch truck



## GROUP 2:

ALL COUNTIES INCLUDING MARICOPA: Aggregate Plant, Asphalt plant Mixer, Bee Gee, Boring Machine, Concrete Pump, Concrete Mechanical Tamping-Spreading Finishing Machine, Concrete Batch Plant, Concrete Mixer (paving & mobile), Elevating Grader (except as otherwise classified), Field Equipment Serviceman, Locomotive Engineer (including Dinky 20 tons & over), Moto-Paver, Oiler-Driver, Operating Engineer Rigger, Power Jumbo Form Setter, Road Oil Mixing Machine, Self-Propelled Compactor (with blade-grade operation), Slip Form (power driven lifting device for concrete forms), Soil Cement Road Mixing Machine, Pipe-Wrapping & Cleaning Machine (stationary or traveling), Surface Heater & Planer, Trenching Machine, Tugger (2 or more drums).

MARICOPA COUNTY ONLY: Backhoe < 1 cu yd, Motor Grader (rough), Scraper (pneumatic tired), Roller (all types asphalt), Screed, Skip Loader (all types 3<6 cu yd), Tractor (dozer, pusher-all).

## GROUP 3:

ALL COUNTIES INCLUDING MARICOPA: Auto Grade Machine, Barge, Boring Machine (including Mole, Badger & similar type directional/horizontal), Crane (crawler & pneumatic 15>100 tons), Crawler type Tractor with boom attachment & slope bar, Derrick, Gradall, Heavy Duty Mechanic-Welder, Helicopter Hoist or Pilot, Highline Cableway, Mechanical Hoist, Mucking Machine, Overhead Crane, Pile Driver Engineer (portable, stationary or skid), Power Driven Ditch Lining or Ditch Trimming Machine, Remote Control Earth Moving Machine, Slip Form Paving Machine (including Gunnert, Zimmerman & similar types), Tower Crane or similar type.

MARICOPA COUNTY ONLY: Backhoe<10 cu yd, Clamshell < 10 cu yd, Concrete Pump (truck mounted with boom only), Dragline <10 cu yd, Grade Checker, Motor Grader (finish-any type power blade), Shovel < 10 cu yd.

GROUP 4: Backhoe 10 cu yd and over, Clamshell 10 cu yd and over, Crane (pneumatic or crawler 100 tons & over), Dragline 10 cu yd and over, Shovel 10 cu yd and over.

All Operators, Oilers, and Motor Crane Drivers on equipment with Booms, except concrete pumping truck booms, including Jibs, shall receive \$0.01 per hour per foot over 80 ft in addition to regular rate of pay

Premium pay for performing hazardous waste removal \$0.50 per hour over base rate.

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\* IRON0075-004 08/01/2017

## COCONINO, MARICOPA, MOHAVE, YAVAPAI &amp; YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar.....	\$ 26.00	18.85

Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson  
Zone 2: 050 to 100 miles - Add \$4.00  
Zone 3: 100 to 150 miles - Add \$5.00  
Zone 4: 150 miles & over - Add \$6.50

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LABO0383-002 06/01/2017

	Rates	Fringes
Laborers:		
Group 1.....	\$ 17.93	5.01
Group 2.....	\$ 18.83	5.01
Group 3.....	\$ 19.53	5.01

Group 4.....	\$ 20.47	5.01
Group 5.....	\$ 21.33	5.01

## LABORERS CLASSIFICATIONS:

GROUP 1: All Counties: Chipper, Rip Rap Stoneman. Pinal County Only: General/Cleanup Laborer. Maricopa County Only: Flagger.

GROUP 2: Asphalt Laborer (Shoveling-excluding Asphalt Raker or Ironer), Bander, Cement Mason Tender, Concrete Mucker, Cutting Torch Operator, Fine Grader, Guinea Chaser, Power Type Concrete Buggy

GROUP 3: Chain Saw, Concrete Small Tools, Concrete Vibrating Machine, Cribber & Shorer (except tunnel), Hydraulic Jacks and similar tools, Operator and Tender of Pneumatic and Electric Tools (not herein separately classified), Pipe Caulker and Back-Up Man-Pipeline, Pipe Wrapper, Pneumatic Gopher, Pre-Cast Manhole Erector, Rigger and Signal Man-Pipeline

GROUP 4: Air and Water Washout Nozzleman; Bio-Filter, Pressman, Installer, Operator; Scaffold Laborer; Chuck Tender; Concrete Cutting Torch; Gunite; Hand-Guided Trencher; Jackhammer and/or Pavement Breaker; Scaler (using boson's chair or safety belt); Tamper (mechanical all types).

GROUP 5: AC Dumpman, Asbestos Abatement, Asphalt Raker II, Drill Doctor/Air Tool Repairman, Hazardous Waste Removal, Lead Abatement, Lead Pipeman, Process Piping Installer, Scaler (Driller), Pest Technician/Weed Control, Scissor Lift, Hydro Mobile Scaffold Builder.

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\* PAIN0086-001 04/01/2014

Rates	Fringes
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## PAINTER

PAINTER (Yavapai County only), SAND BLASTER/WATER BLASTER (all Counties).....	\$ 19.50	4.85
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ZONE PAY: More than 100 miles from Old Phoenix Courthouse  
\$3.50 additional per hour.

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SUAZ2009-001 04/20/2009

Rates	Fringes
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CEMENT MASON.....	\$ 19.28	3.99
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ELECTRICIAN.....	\$ 22.84	6.48
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## IRONWORKER (Rebar)

Pima County.....	\$ 23.17	14.83
Pinal County.....	\$ 20.27	8.35

## LABORER

Asphalt Raker.....	\$ 15.49	3.49
Compaction Tool Operator....	\$ 14.59	2.91
Concrete Worker.....	\$ 13.55	3.20
Concrete/Asphalt Saw.....	\$ 13.95	2.58
Driller-Core, diamond, wagon, air track.....	\$ 16.94	3.12

Dumpman Spotter.....	\$ 14.99	3.16
Fence Builder.....	\$ 13.28	2.99
Flagger		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....	\$ 12.35	1.59
Formsetter.....	\$ 16.09	3.97
General/Cleanup Laborer		
Coconino, Maricopa,		
Mohave, Pima, Yavapai &		
Yuma.....	\$ 14.54	3.49
Grade Setter (Pipeline).....	\$ 17.83	5.45
Guard Rail Installer.....	\$ 13.28	2.99
Landscape Laborer.....	\$ 11.39	
Landscape Sprinkler		
Installer.....	\$ 15.27	
Pipelayer.....	\$ 14.81	2.96
Powderman, Hydrasonic.....	\$ 16.39	2.58

## OPERATOR: Power Equipment

Asphalt Laydown Machine.....	\$ 21.19	6.05
Backhoe < 1 cu yd		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....	\$ 17.37	3.85
Backhoe < 10 cu yd		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Clamshell < 10 cu yd		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Concrete Pump (Truck		
Mounted with boom only)		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....	\$ 19.92	7.10
Crane (under 15 tons).....	\$ 21.35	7.36
Dragline (up to 10 cu yd)		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Drilling Machine		
(including Water Wells).....	\$ 20.58	5.65
Grade Checker		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....	\$ 16.04	3.68
Hydrographic Seeder.....	\$ 15.88	7.67
Mass Excavator.....	\$ 20.97	4.28
Milling Machine/Rotomill....	\$ 21.42	7.45
Motor Grader (Finish-any		
type power blade)		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....	\$ 21.92	4.66
Motor Grader (Rough)		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....	\$ 20.07	4.13
Oiler.....	\$ 18.15	8.24
Power Sweeper.....	\$ 16.76	4.44
Roller (all types Asphalt)		

Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....\$ 18.27	3.99	
Roller (excluding asphalt)..\$ 15.65	3.32	
Scraper (pneumatic tired)		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....\$ 17.69	3.45	
Screed		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....\$ 17.54	3.72	
Shovel < 10 cu yd		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....\$ 18.72	3.59	
Skip Loader (all types <3		
cu yd).....\$ 18.28	5.30	
Skip Loader (all types 3 <		
6 cu yd)		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....\$ 18.64	4.86	
Skip Loader (all types 6 <		
10 cu yd).....\$ 20.15	4.52	
Tractor (dozer, pusher -		
all)		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....\$ 17.26	2.65	

## PAINTER

Coconino, Maricopa,		
Mohave, Pima, Pinal & Yuma..\$ 15.57	3.92	

## TRUCK DRIVER

2 or 3 Axle Dump or		
Flatrack.....\$ 16.27	3.30	
5 Axle Dump or Flatrack.....\$ 13.97	2.89	
6 Axle Dump or Flatrack (<		
16 cu yd).....\$ 17.79	6.42	
Belly Dump.....\$ 14.67		
Oil Tanker Bootman.....\$ 22.03		
Self-Propelled Street		
Sweeper.....\$ 13.11	5.48	
Water Truck 2500 < 3900		
gallons.....\$ 18.14	4.55	
Water Truck 3900 gallons		
and over.....\$ 15.92	3.33	
Water Truck under 2500		
gallons.....\$ 15.94	4.16	

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to

the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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END OF GENERAL DECISION

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**EXHIBIT 2****BIOPREFERRED CONSTRUCTION/MAINTENANCE & REPAIR (OCT 2010)****BioPreferred™ Construction/Maintenance & Repair (October 2010)**

The BioPreferred program is a Federal Initiative designed to increase the development, purchase, and use of biobased products made from agricultural, forestry, or marine materials. The BioPreferred program aims to increase the purchase and use of renewable, environmentally friendly biobased products, while spurring job creation through expanding new markets for farmers, manufacturers, and vendors. The program offers three major benefits: climate change impact reduction, energy/environmental security, and economic development.

There are more than 21,000 biobased products on the market today. The BioPreferred program has designated (identified) more than 5,000 products in 50 product categories for Federal preferred purchase. These "BioPreferred" products meet/exceed minimum biobased content levels set by the Department of Agriculture (USDA). Many of these products are used in the construction/maintenance & repair sector, and they include:

**Carpets**

Floor coverings composed of woven, tufted, or knitted fiber and a backing system

**Composite Panels**

- **Acoustical** – Engineered products designed for use as structural and sound deadening material suitable for office partitions and doors
- **Interior** – Engineered products designed specifically for interior applications and providing a surface that is impact-, scratch-, and wear-resistant and that does not absorb or retain moisture
- **Plastic Lumber** – For non-structural outdoor needs such as signs, trash can holders, and lettering
- **Structural Interior** – Engineered products designed for use in structural construction applications, including cabinetry, casework, paneling, and decorative panels
- **Structural Wall** – For use in structural walls, curtain walls, floors, and flat roofs

**Concrete and Asphalt Release Fluids**

Products that are designed to provide a lubricating barrier between the composite surface materials (e.g., concrete or asphalt) and the container (e.g., wood or metal forms, truck beds, roller surfaces)

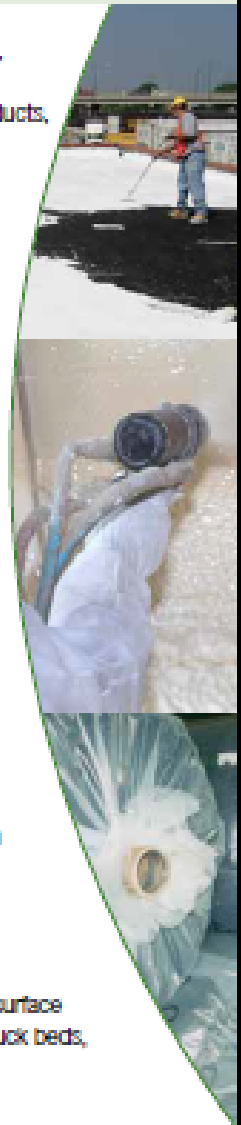
**Expanded Polystyrene Foam (EPS) Recycling Products**

*(Round 6 proposed designated product category)*

Products formulated to dissolve EPS foam to reduce the volume of recycled or discarded EPS items

**Fluid-Filled Transformers**

- **Synthetic Ester-Based** – Electric power transformers designed to utilize a synthetic ester-based dielectric (non-conducting) fluid to provide insulating and cooling properties
- **Vegetable Oil-Based** – Electric power transformers designed to utilize a vegetable oil-based dielectric (non-conducting) fluid to provide insulating and cooling properties

**BioPreferred™**[www.biopREFERRED.gov](http://www.biopREFERRED.gov)

## BioPreferred™ Construction/Maintenance & Repair (October 2010)

### Forming Lubricants

Products designed to provide lubrication during metalworking applications that are performed under extreme pressure; such metalworking applications include tube bending, stretch forming, press braking, and swaging

### Heat Transfer Fluids

Products with high thermal capacities used to facilitate the transfer of heat from one location to another such as coolants or refrigerants for use in HVAC applications

### Hydraulic Fluids

- **Mobile Equipment** — Hydraulic fluids formulated for general use in non-stationary equipment, such as tractors, end loaders, or backhoes
- **Stationary Equipment** — Fluids formulated for use in stationary hydraulic equipment systems that have various mechanical parts, such as cylinders, pumps, valves, pistons, and gears, that are used for the transmission of power (and also for lubrication and/or wear, rust, and oxidation protection)

### Metalworking Fluids

- **General Purpose Soluble, Semi-Synthetic, and Synthetic Oils** — Fluids designed to provide cooling, lubrication, corrosion prevention, and reduced wear on the contact parts of machinery used for metalworking operations such as cutting, drilling, grinding, machining, and tapping; metalworking fluids formulated for use in a re-circulating fluid system to provide cooling, lubrication, and corrosion prevention when applied to metal feedstock during normal grinding and machining operations
- **High Performance Soluble, Semi-Synthetic, and Synthetic Oils** — Fluids designed to provide cooling, lubrication, corrosion prevention, and reduced wear on the contact parts of machinery used for metalworking operations such as cutting, drilling, grinding, machining, and tapping; metalworking fluids formulated for use in a re-circulating fluid system to provide cooling, lubrication, and corrosion prevention when applied to metal feedstock during grinding and machining operations involving unusually high temperatures or corrosion potential
- **Straight Oils** — Fluids designed to provide cooling, lubrication, corrosion prevention, and reduced wear on the contact parts of machinery used for metalworking operations such as cutting, drilling, grinding, machining, and tapping; metalworking fluids not diluted with water prior to use and generally used for metalworking processes that require lubrication rather than cooling

### Mulch and Compost Materials

Various mulching and composting products to improve the appearance of the landscape

### Multipurpose Lubricants

Products designed to provide lubrication under a variety of conditions and in a variety of industrial settings to prevent friction or rust; greases, which are lubricants composed of oils thickened to a semisolid or solid consistency using soaps, polymers or other solids, or other thickeners, are not included in this item; In addition, task-specific lubricants, such as chain and cable lubricants and gear lubricants, are not included in this item



**BioPreferred™ Construction/Maintenance & Repair****(October 2010)****Parts Wash Solutions**

Products that are designed to clean parts in manual or automatic cleaning systems; such systems include, but are not limited to, soak vats and tanks, cabinet washers, and ultrasonic cleaners

**Roof Coatings**

Provide protection for commercial roof deck systems

**Spray Insulating Foams**

Spray-in-place plastic foam products, which provide a sealed thermal barrier

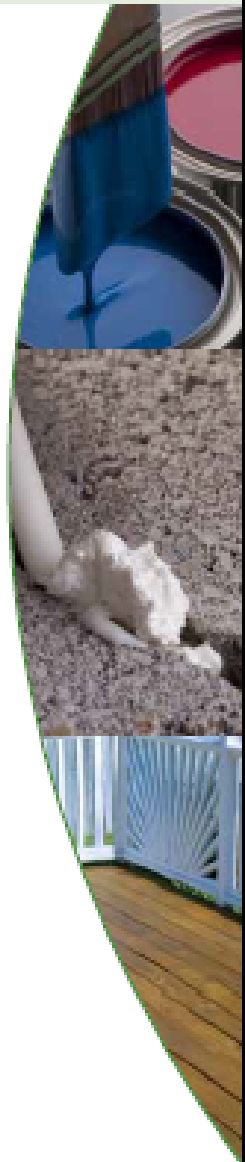
**Water Tank Coatings**

Coatings formulated for use in potable water storage systems

**Wood and Concrete Sealers**

- Membrane – Form a layer on the surface of the substrate for protection from insects, moisture, and decay
- Penetrating – Penetrate the outer layer of a surface to protect against insects, moisture, and decay

Finding BioPreferred products for the construction/maintenance & repair sector is simple, using the program's online catalog. To view the catalog, go to [www.biopreferred.gov](http://www.biopreferred.gov). To submit biobased products to be included in the catalog, email [biopreferred@usda.gov](mailto:biopreferred@usda.gov).



**BioPreferred Program**  
361 Reporters Building  
300 7th St. SW  
Washington, DC 20024

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## PART IV– REPRESENTATIONS AND INSTRUCTIONS

### SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

**NOTE:** Offerors should address questions concerning VETS-100 reporting and reporting requirements to the Office of Veterans Employment and Training Services offices at the following address:

U. S. Department of Labor  
VETS-100 Reporting  
4200 Forbes Blvd., Suite 202  
Lanham, MD 20703  
Telephone: (301) 306-6752  
Website: [www.vets100.cudenver.edu](http://www.vets100.cudenver.edu)  
Reporting Questions: [HelpDesk@vets100.com](mailto:HelpDesk@vets100.com)  
Reporting Verification: [Verify@vets100.com](mailto:Verify@vets100.com)

#### AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (JANUARY 2005)

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):	<b>ALL</b>
--NAICS Code	<b>237310</b>
--Size Standard	<b>\$36.5 Million</b>

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.

#### MANDATORY (FAILURE TO COMPLETE THIS SECTION WILL REMOVE THE OFFER FROM FURTHER CONSIDERATION):

#### AGAR 452.209 – 70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction, Alternate 1 (Feb 2012)

(a.) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 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.

**AGAR 452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS, Alternate 1 (Feb 2012)**

(a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

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

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

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

**52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2017)**

(a)

(1) The North American Industry classification System (**NAICS**) code for this acquisition is **237310**.

(2) The small business size standard is **\$36.5 Million**.

(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 certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

(ix) 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.

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

(xi) 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.

(xii) 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.

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

(xiv) 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.

(xv) 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.

(xvi) 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.

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

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

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

(xx) 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 \$77,533, 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.

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

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

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

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

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

\_\_\_ (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

\_\_\_ (vii) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically 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	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)

**52.204-9 -- PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

**52.204-10 – REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)**

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

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that would benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect cost.

"Month of award" means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause required the disclosure of classified information.

(d)

(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub grants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub grants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, the Contractor shall report the following information at <http://www.fsr.gov> for that first tier subcontract. (The Contractor shall follow the instruction at <http://www.fsr.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).



- (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (ix) The prime contract number, and order number if applicable.
- (x) Awarding agency name and code.
- (xi) Funding agency name and code.
- (xii) Government contracting office code.
- (xiii) Treasury account symbol (TAS) as reported in FPDS.
- (xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <https://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub grants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub grants), cooperative agreements and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$30,000 to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)

(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor

(h) The FSRS database at <http://www.fsr.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

**52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)**

(a) *Definition.* Unique entity identifier, as used in this clause, means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at the System for Award Management (SAM) for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(End of Clause)

**FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)**

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office

of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

#### **FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

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

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in

13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

<http://www.sba.gov/content/table-small-business-size-standards> .

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor’s current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

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

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

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

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

52.236-28 PREPARATION OF PROPOSALS – CONSTRUCTION (OCT 1997)

**AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES**

452.204-70 Inquiries (FEB 1988)

**52.216-1 TYPE OF CONTRACT (APR 1984)**

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

**52.222-5 CONSTRUCTION WAGE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)**

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

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

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

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

(End of Provision)

**FAR 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999) (APPLICABLE IF CONTRACT EXCEEDS \$10,000)**

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

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

Goals for minority participation for each trade: 24.9%

Goals for female participation for each trade: 6.1%

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **APACHE, COCONINO, GREENLEE, OR NAVAJO COUNTIES.**

#### **FAR 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014)**

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

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

(End of provision)

#### **FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Warren Abbott, Contracting Officer, 30 S. Chiricahua Drive, Springerville, AZ 85938.

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

#### **AGAR 452.237-71 PRE-BID/PRE-PROPOSAL CONFERENCE (FEB 1988)**

(a) The Government is planning a pre-bid/pre-proposal conference, during which potential Offerors may obtain a better understanding of the work required.

(b) Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference. Questions will be considered at any time prior to or during the conference. However, Offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(c) In order to facilitate conference preparations, it is requested that the person named on the Standard Form 33 of this solicitation be contacted and advised of the number of persons who will attend.

(d) The Government assumes no responsibility for any expense incurred by an Offeror prior to contract award.

(e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the Offeror to seek clarification prior to submitting an offer.

(f) The conference will be held:

**Date:** TBD  
**Time:** TBD  
**Location:** BLACK MESA RANGER DISTRICT OFFICE  
2748 EAST HWY 260  
OVERGAARD, AZ 85933

**POINT-OF-CONTACT:** WARREN ABBOTT, (928) 333-6344 [wabbott@fs.fed.us](mailto:wabbott@fs.fed.us)

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## SECTION M – EVALUATION FACTORS FOR CONTRACT AWARD

**M1.0 BASIS FOR AWARD:** Offers will be reviewed for conformance to the requirements of this RFP. The Contracting Officer intends to make multiple awards from this solicitation to at least three (3) individual IDIQ contracts using Best Value – Tradeoffs evaluation factors. An Evaluation Panel will review submissions for compliance in submitting the requested information for the following three factors:

- 1) Technical Capability (see requirements below);
- 2) Prices (submit your best prices);
- 3) Past Performance (provide past performance on the attached form);
- 4)

**In order to remain in the competitive range**, offerors shall submit the information requested in the evaluation factors listed in M2.0. When compared to Price, Technical Capabilities and Past Performed when combined are equal to Price.

### **M2.0 TECHNICAL CAPABILITY REQUIREMENTS (Non-rating factor, serves as pass/fail test for offer):**

**Technical Capability** shall be submitted in the form of a statement(s) or document(s) that demonstrate the contractor's technical capability to perform the work that meets or exceed the requirements of this solicitation. In order to have your offer rated as Technically Acceptable, offers shall adequately address all factors a-e.

**Factor a** – Roadway grading and shaping per Forest Service Supplemental Specifications to maintain proper crown and drainage, should be developed in the statement or document to satisfy an evaluation panel that you the contractor have an acceptable level of capability to perform this work.

**Factor b** – Minimum Equipment available within 24 hours from issuance of a task order – Motor Grader, Track Excavator (315 size), Dump Truck (10 YD), Belly Dump (20 YD) and Backhoe (420 size) fully develop your statement or document to address your firm's experience and capability. **(Line items are annotated in red in the Schedule of Items).**

**Factor c** – Number of qualified operators available within 24 hours from issuance of a task order, fully develop your statement or document to address your firm's experience and capability.

**Factor d** – Placement of aggregate surfacing per Forest Service Supplemental Specifications, fully develop your statement or document to address your firm's experience and capability.

**Factor e** – Drainage maintenance performed per Forest Service Supplemental Specifications, fully develop your statement or document to address your firm's experience and capability.

### **M3.0 PAST PERFORMANCE INFORMATION:**

**Past Performance** shall be submitted for similar projects within the last 3 years that demonstrates the contractor's capability to perform the subfactors in the technical requirements. ***Contractors should develop past performance in a similar format attached on next page.***



CONTRACTOR PAST PERFORMANCE EVALUATION FORM		
		VERIFIED:
REFERENCES:		
CONTRACT/AGREEMENT NO.		
POINT OF CONTACT NAME		
ADDRESS		
POC TELEPHONE		
POC EMAIL		
COMPANY NAME UNDER WHICH THIS WORK WAS PERFORMED		
DATE WORK STARTED		
DATE WORK COMPLETED		
WAS THE WORK SIMILAR TO THE PROJECT IN THIS SOLICITATION		
TYPE OF WORK, BRIEF DESCRIPTION OF SUCCESSES/FAILURES ON THE PROJECT		
ANY WORK ORDERS OF NON-COMPLIANCE		
WAS CUSTOMER SATISFIED WITH COMPLETED WORK		
DID THE COR or CO PROVIDE PERFORMANCE REVIEWS		
*USE THE BACK FORM IF YOU WISH TO PROVIDE THE EVALUATION PANEL WITH ANY ADDITIONAL INFORMATION (CHECK THIS BOX IF YOU USE BACK OF FORM--->)		
EVALUATION PANEL USE		
WAS CONTACT MADE WITH REFERENCE LISTED ABOVE		
EVALUATION PANEL COMMENTS		
SOLICITATION NO.:		