


SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. AG-0109-S-17-0073	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 08/11/2017	PAGE OF PAGES 1 34	
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IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 855679	6. PROJECT NO.
7. ISSUED BY ALASKA REGIONAL OFFICE 709 WEST 9TH STREET JUNEAU AK 99802	CODE 0109	8. ADDRESS OFFER TO See Section L	
9. FOR INFORMATION CALL: 	a. NAME MARI MEINERS	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 907-586-8746	

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)

Solicitation AG-0109-S-17-0073 and all attachments. Additional information is provided as follows:

This is a Request for Proposals (RFP) for the replacement of the existing bridge at Excursion Inlet with a government furnished Acrow Series 300 Modular Bridge and Launching Nose.

- Due date for receipt of proposals is Friday, August 25, 2017 at 12:30 p.m. Alaska Time. The Government estimates making award no later than August 31, 2017.
 - Bid Guarantee is required. Bid guarantees shall be delivered to the Contracting Officer at the address listed in Section L, Instructions for Delivery of Proposals. Arrangements to delivery a Bid Guarantee other than the address listed in Section L, Instructions for Delivery of Proposals must be made in advance of delivery.
 - Magnitude of Construction: Base is between \$100,000 and \$250,000 and Option 1 is less than \$25,000
 - No Pre-proposal Conference is planned. Questions can be e-mailed to the Contracting Officer at mmeiners@fs.fed.us
 - The Cannery Manager at Ocean Beauty Seafoods in Excursion Inlet can be reached at 907-771-4820 (See H.9)
- Continued ...

11. The Contractor shall begin performance 10 calendar days and complete it within 122 calendar days after receiving award, notice to proceed. The performance period is mandatory negotiable. (See FAR 52.211-10)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? YES NO (If "YES", indicate within how many calendar days after award in Item 12b.)

12b. CALENDAR DAYS
10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- Sealed offers in original and copies to perform the work required are due at the place specified in Item 8 by 08/25/2017 (date). If this is a sealed bid solicitation, offers will 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.
- An offer guarantee is, is not required.
- 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.
- Offers providing less than 20 ~~xxx~~ 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 required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing 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. ACKNOWLEDGEMENT 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
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA		
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
26. ADMINISTERED BY ALASKA REGIONAL OFFICE 709 WEST 9TH STREET JUNEAU AK 99802	CODE	0109	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 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,	<input type="checkbox"/> 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.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print) MARI MEINERS		
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE 8/11/2017

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
AG-0109-S-17-0073

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
001	<p>Delivery: 09/15/2017 Delivery Location Code: 0116 USDA FOREST SERVICE TONGASS NF KETCHIKAN AREA FED BLDG 648 MISSION STREET KETCHIKAN AK 99901 US</p> <p>FOB: Destination</p> <p>Replacement of Excursion Inlet Bridge</p>				

Part 1 – Schedule of Item
Section B – Supplies or Services and Prices/Costs

Excursion Inlet Bridge Replacement

Juneau Ranger District, Tongass National Forest

B-1 Schedule of Items

BASE BID					
<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total</i>
15101	Mobilization	Each	1		
15201	Construction Survey and Staking, Method 1, Tolerance A	Each	1		
15713	Soil Erosion & Pollution Control	Lump Sum	ALL		
20304	Removal of existing timber bridge, not including Bent 2 steel columns	Lump Sum	ALL		
20401	Embankment excavation	CY	650		
20404	Unclassified Borrow, Cat finish, Compaction Method D, Finishing Method C, Includes Haul	CY	650		
25101-5	Placed Rip Rap, Class 5	CY	170		
30103	Crushed Aggregate, Type Base, Grading C, Compaction B	CY	45		
55704	Treated Structural Timber & Lumber, Glued Laminated, Abutment, Backwall	MBF	5.61		
57101	Transport and Install Acrow Panel Bridge, Government Furnished	Each	1		
62503	Seeding, Dry method (without mulch)	Lump Sum	ALL		
63305	Wood Posts	Linear Foot	36		
63306	Object Markers	Each	4		
65101	Pit Development	Each	2		
Total All Items Base			\$		
Option Item 1					
<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total</i>
20304	Removal of existing filled steel drum casing columns at Bent 2	Lump Sum	ALL		
Total Option 1			\$		

TOTAL PRICE (BASE + OPTION) \$ _____

B-2 - NOTE:

Payment for bond premiums in accordance with Clause 52.232-5, Payments under Fixed-Price Construction Contracts, shall not be in addition to the contract price. Include bond payments under 151.01 Mobilization.

Payment will be made on actual work performed as described in FP-03 109.01 unless otherwise noted.

Payment will be made only for those items listed on Bid Schedules. All other work is incidental to these pay items.

*Denotes Contract Quantities

VENDOR INFORMATION:

POC Name:	Phone:
Address:	Cell:
E-Mail	DUNS:

SECTION C – DESCRIPTION AND SPECIFICATIONS

Excursion Inlet Bridge Replacement

C.1 Scope

a. Description.

This project is for the removal of an existing timber bridge at Excursion Inlet and replacing it with a government furnished prefabricated steel truss bridge on timber abutments. The project is located at Excursion Inlet in Alaska.

The work includes but is not limited to:

- Clearing and grubbing
- Erosion control measures
- Structure excavation
- Roadway surfacing and embankment
- Removing and disposing of existing Timber Bridge. Measures must be taken to minimize damage to existing stream. The existing bridge is closed to vehicular traffic for reasons of public safety.
- Removing and disposing of rock-filled steel enclosed piles (Option Item 1) shown on Sheet 3 of 10 in the attached drawings
- Developing two rock pits, one on either side of the bridge. The locations of the rock pits are defined in Section 651 of the Forest Service Supplemental Specification
- Furnishing and installing timber foundations
- Erecting an Acrow steel truss bridge. The bridge will be government furnished and located at or near the loading docks at Excursion Inlet (Ocean Beauty Seafoods Cannery). The contractor is responsible for transporting the bridge components/materials and launching nose from the loading dock area to the bridge site (approximately 2 miles away) and erect the bridge. The government furnished bridge is being transported from Auburn, WA by barge and is expected to arrive in Excursion Inlet no later than early to mid-September, 2017. Once the bridge is picked up by the shipper, a complete inventory list as shipped will be available. See section 571 of the FS Supplemental Specs for a list of bridge components.
- The bridge shall be launched from one side using a launching plan developed by Forest Service Personnel. This plan will be developed after award in conjunction with the successful contractor.
- A certified ACROW representative or alternative acceptable to the Forest Service is required on site for bridge launching.
- All other incidental items necessary to complete the project in accordance with the plans and specifications

b. Location

This project is located in the Tongass National Forest on National Forest System Road No. 8552 at Mile Post 1.5 in the Juneau Ranger District in Section 7, T. 40 S., R. 61 E., approximately 37 miles from Juneau, Alaska

c. Period of Performance: Date of award through December 31, 2017.

d. Price Range:

Base: Between \$100,000 and \$250,000

Option Item 1: Less than \$25,000

C.2 Standard Specifications for the Construction of Roads and Bridges on Federal Highway Projects, FP-03.

The Standard Specifications for the Construction of Roads and Bridges on Federal Highway Projects, FP-03, are included by reference. The requirements contained in these specifications are hereby made a part of this solicitation and any resultant contract.

ISBN 0-16-051430-4

The FP-03 U.S. Customary version is only available through the Federal Lands Highway Headquarters office:

Headquarters

Washington DC

Mail: Federal Highway Administration

HFPD-3

400 Seventh Street, SW

Washington D.C. 20590

Or available on line at <https://flh.fhwa.dot.gov/resources/specs/fp-03/>

C.3 Safety and Public Notification

Warning signs will be placed at the proper locations to warn the public of road work. All signs shall meet the minimum requirements as established by the Manual of Uniform Traffic Control Devices (MUTCD), 2003 edition. A notice of where and when the public might expect delays due to project work will be at several publicly located bulletin boards in Juneau.

C.4 Damage to Structures

The Contractor shall be held liable for any damage caused by his/her personnel or equipment to any existing bridges, ditches, culverts, signs, or riprap at culvert inverts. Repair of structures damaged by the Contractor's operations, shall be the Contractor's responsibility at no cost to the Government.

C.5 Special Project Specification and Forest Service Supplementation

101 - Terms, Format, and Definitions

102 - Bid, Award, and Execution of Contract

103 - Scope of Work

104 - Control of Work

105 - Control of Material

- 106 - Acceptance of Work
- 107 - Legal Relations and Responsibility to the Public
- 108 - Prosecution and Progress
- 109 - Measurement and Payment
- 152 – Construction Survey and Staking
- 153 – Contractor Quality Control
- 155 - Schedules for Construction Contracts
- 157 - Soil Erosion Control
- 171 - Weed and Disease Prevention
- 201 - Clearing and Grubbing
- 202 - Additional Clearing and Grubbing
- 203 - Removal of Structures and Obstructions
- 204 - Excavation and Embankment
- 205 - Rock Blasting
- 208 - Structure Excavation and Backfill for Selected Major Structures
- 209 – Structure Excavation and Backfill
- 255 – Mechanically-Stabilized Earth Walls
- 303 – Road Reconditioning
- 557 - Timber Structures
- 570 – Alternate Bridge Backwall
- 571 – Prefabricated Steel Bridges
- 625 - Turf Establishment
- 651 - Development of Pits & Quarries
- 704. – Soil
- 717 – Structural metal

SPECIAL NOTE: The above is a list of major specifications applicable to this contract. Other specifications referred to within these specifications (even though not specifically listed) are also fully applicable to the solicitation and any resultant contract.

SECTION D--PACKAGING AND MARKING

D.1 Project Labeling for Official Correspondence

a. The Government singularly identifies each project with a contract number at time of award. The contract number is a unique identifier to purposely and permanently represent an awarded project. The Government issued contract number is to be referenced on all official communication, to include emails, starting upon notice of award.

NOTE: The solicitation number will have an "S" for the solicitation indicator in the number. Contracts will have a similar number format but will have a "C" in place of the "S".

SECTION E--INSPECTION AND ACCEPTANCE

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-12 Inspection of Construction (AUG 1996)

SECTION F--DELIVERIES OR PERFORMANCE

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

F.1 FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984) Alternate I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 31 December 2017.

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

The completion date is based on the assumption that the successful offeror will receive the notice to proceed for the base item by September 15, 2017 and the notice to proceed for the Option Item by September 30, 2017. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

F.2 52.242-14 Suspension of Work (APR 1984)

SECTION G--CONTRACT ADMINISTRATION DATA

G.1 AGAR 452.215-73 Post Award Conference (NOV 1996)

A post award or pre-work conference with the successful offeror is required. It will be scheduled and held within 7 calendar days after award and prior to the issuing of a Notice to Proceed.

G.2 Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP)

a. Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform (IPP). "Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract. The IPP website address is: <https://www.ipp.gov>. The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fms.treas.gov or phone (866) 973-3131.

b. Final Payment. The final invoice must be accompanied by a release of claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically accepted from the operation of the release. Final payment will not be approved without a properly executed Contract Release, Form 6300-16.

c. In addition, when submitting the invoice, the Contractor shall submit payrolls, subcontractor payment information and a spreadsheet detailing the payment breakdown in accordance with the Pay Items in the Schedule of Items, Section B.1 (either electronically in IPP, hard copy, or via fax) to the Contracting Officer (see FAR 52.232-5 Payments Under Fixed Price Construction Contracts).

G.3 Contract Administration

a. This contract will be administered by the Contracting Officer located at:

Mailing Address: USFS, Alaska Region
Attn: Mari Meiners
PO Box 21628
Juneau, AK 99802

Physical Address: 709 West 9th Street
(not for USPS) 5th Floor Mailroom
Juneau, AK 99801

b. All matters related to the performance of this contract shall be coordinated through the Contracting Officer.

G.4 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

a. The Contracting Officer designates the Contracting Officer's Representative(s) (COR). The COR is responsible for administering the performance of work under this contract. In no

event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

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

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

G.5 Contractor's Designated Representative

It is required that the Contractor have a designated representative available on the project during the entire project and that the representative be able to speak and understand English. When designating a representative, the Contractor shall furnish a copy of the designation in writing to the Contracting Officer. Such designation shall clearly indicate the name and limitations (if any) of authority of the representative. If the Contractor intends to designate a representative prior to the pre-work meeting, the representative is strongly encouraged to attend that meeting.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 LANDSCAPE PRESERVATION

- (a) Confine operations to within the clearing limits or other areas designated in contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Unless otherwise agreed to by the CO, retrieve material which falls outside of these limits and either incorporate the material in the work or dispose of the material as directed by the CO.
- (b) Schedule and conduct operations to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.). Install silt fencing around areas immediately next to streams and ponds to mitigate suspended sediments when designated on the drawings.

Do not discharge pollutants such as raw sewage, and other harmful materials into or near rivers, streams, and impoundments or into natural or manmade channels leading thereto. Do not allow wash water or waste water from concrete or aggregate operations to enter live streams prior to

treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

Collect and return waste motor oils, fuels, lubricants, bitumens and similar hydrocarbons to the supplier. Comply with the requirements of 40 CFR 279, Standards for the Management of Used Oil. Do not discharge hydrocarbon products on the ground, use them for road oiling, or bury them in a landfill.

Do not operate mechanized equipment in live streams without written approval of the Contracting Officer.

Do not cross streams without Contracting Officer approval.

Obtain necessary permits for floating camps, floats, shore ramps, and other appurtenances associated with project operations from the following State of Alaska and Federal Agencies:

1. ADNR – Alaska Department of Natural Resources.
2. ADEC – Alaska Department of Environmental Conservation.
3. ADGC – Alaska Department of Governmental Coordination.
4. EPA – US Environmental Protection Agency.
5. DA, COE – US Army Corps of Engineers.
6. USCG – US Coast Guard.

H.2 USE OF PREMISES

- (a) Obtain written approval from the Contracting Officer before opening or operating on National Forest land or lands administered by the Forest Service any camp, quarry, borrow pit, storage area, detour, or bypass site, other than SHOWN ON THE DRAWINGS. A camp is interpreted to include the camp site or trailer parking area of any employee working on the project for the Contractor. Such approval, if granted, will be without charge to the Contractor.
- (b) Sanitation Facilities: Provide and maintain the following facilities for the work force at the camp, unless provided otherwise.
 1. Meet State of Alaska drinking water regulations 18 AAC 80 regarding potable water supplies for drinking, washing and cooking.
 2. Comply with State of Alaska wastewater disposal regulations 18 AAC 72 for domestic sewage.
 3. Ensure that the design, operation, and maintenance of all solid waste systems under Forest Service jurisdiction meet all Federal, State, and local requirements. Meet State of Alaska solid waste management regulations (18 AAC 60) and Federal regulations contained in 40 CFR 243, 40 CFR 245, 40 CFR 257, and 40 CFR 258. Remove solid wastes and/or residues and dispose of in approved commercial landfills.

4. Meet the requirements of 40 CFR 112 (Oil Pollution Prevention) for fuel storage. Meet the requirements of 33 CFR 150 and 33 CFR 154 for facilities transferring oil or hazardous materials in bulk.
- (c) Do not begin any camp development, either land based or floating, until a plan for development, occupation, and cleanup is submitted and approved by the Contracting Officer. Include the following information in this plan:
 1. Location and size of the proposed camp development, including a map.
 2. Wastewater system.
 3. Number of people who will use the site and proposed dates of occupancy.
 4. Power supply system.
 5. Water supply system.
 6. Building layout, shop area, living quarters.
 7. Road and trail layout.
 8. Clearing limits and slash disposal locations.
 9. Borrow areas.
 10. Dock and access location.
 11. Equipment and fuel storage area and Spill Prevention Control and Countermeasure (SPCC) plan.
 12. Incinerator location and ash disposal plan.

Forest Service will review plan as submitted for completeness and applicability. Proposed modifications of Contractor's plans will be discussed with the Contractor prior to approval. Any modifications agreed upon will be incorporated in a revised set of plans.

H.3 CONTRACTOR'S USE AND MAINTENANCE OF EXISTING ROADS

The Contractor is authorized to use roads in the immediate construction project area for performance of work under this contract. Such roads are those which are necessary for direct access to designated borrow sites, quarries, stockpile sites, waste areas, campsites, equipment unloading ramps, and other approved work areas. The roads authorized for use will be subject to the following general conditions:

- (a) Federal Regulations contained in 36 CFR 261.12; except vehicle weight will not exceed that of AASHTO HS20-44 and/or U80 Loading. Submit written requests to the CO for approval to use L90 and U102 overload Loadings on roads authorized for use. Regulations prohibit damaging a road or blocking a road open to use by others, except as otherwise provided in Special Project Specification 104.
- (b) The Government will not snowplow roads for the Contractor's use. The Contractor may snowplow any road designated for his use. A permit defining snowplowing requirements is required and will be issued by the District Ranger, upon request by the Contractor. Repair any damage to the road structure caused by snow removal operations. Vehicles, other than conventional over-the-snow vehicles (snowmobiles), will not be permitted to use roads when there is an average of more than 4 inches of snow unless the road has been snowplowed.

The Contractor is responsible for and will perform road maintenance on Forest Service roads in the construction area commensurate with his use. Perform road maintenance at such intervals that prevent deterioration of the roadway, or as directed by the Contracting Officer.

H.4 ROAD MAINTENANCE REQUIREMENTS

Perform road maintenance work on the required roads in accordance with the following:

- (a) Maintain existing roadbed by blading and shaping the traveled way and shoulders. Do not undercut banks. Maintain established drainage structures and/or berms, and place additional drainage structures/berms where necessary to protect embankments.
- (b) Perform all seasonal weather cleanup, including removal of bank sloughs, minor slides and fallen timber, which can be accomplished by a motor patrol grader equipped with a front end blade, or comparable equipment, and by the use of hand tools. Replace material eroded from fill slopes and clean out drainage ditches and culverts subject to the above equipment limitations.

Deposit the material removed from slides or other sources in locations approved by the Contracting Officer.

H.5 EMERGENCY CONTROL

- (a) Immediately extinguish without expense to the Government all fires on or in the vicinity of the project which are caused by the Contractor's employees, whether set directly or indirectly as a result of construction operations, with or without direction by the Forest Service. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation deemed necessary by the Government resulting from fires set or caused by Contractor's employees or resulting from construction operations.
- (b) Contractor's Responsibility for Controlling Other Emergencies - When requested by the Contracting Officer, allow the Forest Service to temporarily use employees and equipment for emergency control work. Payment will be made at not less than the current area rate established by the Forest Service.
- (c) Fire fighting equipment will be required during the fire season from May 10 to August 31, and during any other period of fire danger designated by the Contracting Officer.

Furnish rust-free fire tools to equip all workers employed in Contractor's operations at each separate work site. Maintain tools in serviceable condition and keep tools in one or more weather-tight fire tools boxes. Paint fire tools boxes red, mark "tools for Fire Only" with letters at least 3" high, and keep sealed. Post a list of the contents inside each fire tool box so as to be visible when opened.

Kind of Tool	No. of People Working in Area			
	1-4	5-9	10-15	16-20
Axe, d.b chopping, 32-inch min. handle	1	1	2	3
Shovels, L.H. R.P., No. 0 or larger	1	3	6	7
Pulaski, 32-inch min. handle	2	3	7	10
File, 10-inch mill bastard	1	1	1	2
Pumps, backpack cans, 5-gal filled with water	1	2	2	3

Equip each internal combustion engine with a spark arrester qualified and rated USDA-Forest Service, Standard 5100-1, unless it is:

- (a) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.
- (b) A multi-position engine, such as on a chain saw, which is equipped with screen arrester, as described in the Forest Service Spark Arrester guide.

A spark arrester, which does not meet the requirements in this guide may be approved upon submission of acceptable proof that the arrester is at least 80 percent efficient in retention, attrition, or destruction of carbon particles. Such arrester may be required to meet higher standards as improvements in design and efficiency are discovered.

- (c) A passenger-carrying vehicle or light truck intended primarily for use on roads, and equipped with a factory designed muffler and exhaust system.
- (d) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Properly install and constantly maintain in serviceable condition all exhaust equipment described in this Subsection, including spark arresters and mufflers.

Equip each unit of mobile or stationary power equipment, including trucks, with one shovel, and at least one fire extinguisher meeting one of the following specifications:

1. 2-1/2 pound size or larger dry chemical type.
2. 4 pound size or larger carbon dioxide type.

Test or check each extinguisher for proper functioning prior to the beginning of fire precautionary period. Provide each gasoline power saw with one chemical-pressurized fire extinguisher of not less than 8 ounce capacity by weight. Maintain the extinguisher in good working order at all times.

Do not burn camp refuse, brush, slash, or debris such as that resulting from clearing around camps or on rights-of-way, without the written approval of the Contracting Officer. Submit written requests for burning to the Contracting Officer at least 48 hours in advance of intended burning. The Contracting Officer will approve routine camp refuse disposal incineration in the camp development proposal.

H.6 CONSTRUCTION STAKES, LINES, AND GRADES

Contractor will perform all construction staking necessary for completion of contract:

The Government will provide location staking for all proposed work.

H.7 PROSECUTION OF WORK

Areas of weak ground are crossed on this project. The initial embankment depth shall be as SHOWN ON THE DRAWINGS or determined by the Contracting Officer. Reestablish design centerline grade and

alignment as construction progresses, and prior to the placement of borrow excavation. Reestablished design grades may be re-staked by the Contracting Officer to meet local conditions. Final grades may be at elevations other than those SHOWN ON THE DRAWINGS, but in no instance will they be lower than that of the existing adjacent road elevations. When directed by the CO, return to previously constructed road or trail embankments and place additional borrow material where subsidence has occurred as a result of construction traffic displacing unstable or weak soil underlying the roadway.

H.8 LOCAL MATERIAL SOURCES

No Forest Service quarries are local.

H.9 GOVERNMENT FURNISHED MATERIALS

The contractor is to provide all labor, transportation, and facilities for work on this project. The government is not furnishing any labor, transportation, or facilities. The government shall provide the required bridge parts and launcher. However, the contractor must be prepared to fabricate the bridge based on specifications and drawings. Contractor will be required to have an Acrow representative on site during launching and primary fabrication.

The government is not furnishing any labor, transportation, or facilities. However, the contractor may be able to coordinate housing or other services with Ocean Beauty Seafoods. Coordination for services with/from the cannery is a matter solely between the contractor and the cannery. The Cannery Manager can be reached directly at 907-771-4820.

H.10 OPTIONAL ITEMS

The Government reserves the unilateral right to exercise the optional item(s) until **15 days after contract award date**. After this date, the Government may award the option item upon mutual agreement. The Government may elect to exercise any or all of the options within the time specified at the discretion of the Contracting Officer. Any option that the Government elects to exercise will include all the work listed under that option. When the Government exercises optional work, the price at time of award is the contract price for that work. No additional time will be added upon unilateral exercise of the option.

**PART II--CONTRACT CLAUSES
SECTION I--CONTRACT CLAUSES**

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)**
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)**
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)**
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)**
- 52.204-13 System for Award Management Maintenance (OCT 2016)**
- 52.204-14 Service Contract Reporting Requirements (OCT 2016)**
- 52.204-18 Commercial and Government Entity Code Maintenance (JUL 2016)**
- 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)**
The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)**
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)**
- 52.215-2 Audit and Records – Negotiation (OCT 2010)**
- 52.215-8 Order of Precedence – Uniform Contract Format (OCT 1997)**
- 52.217-7 Option For Increased Quantity – Separately Price Line Item (MAR 1989)**
Fill-in: Option item 1, 15 days after award.
- 52.219-3 Notice of HUBZone Set-Aside (NOV 2011)**
- 52.219-8 Utilization of Small Business Concerns (NOV 2016)**
- 52.219-28 Post-Award Small Business Program Re-representation (JUL 2013)**
- 52.222-3 Convict Labor (JUN 2003)**
- 52.222-4 Contract Work Hours and Safety Standards -- 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 Construction Wage Requirements and Related Regulations (MAY 2014)**
- 52.222-14 Disputes Concerning Labor Standards (FEB 1988)**
- 52.222-15 Certification of Eligibility (MAY 2014)**
- 52.222-21 Prohibition of Segregated Facilities (Apr 2015)**
- 52.222-26 Equal Opportunity (Sep 2016)**
- 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 (JUL 2014)**
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)**
- 52.222-50 Combating Trafficking in Persons (Mar 2015)**
- 52.222-54 Employment Eligibility Verification (OCT 2015)**
- 52.222-55 Establishing a Minimum Wage for Contractors (DEC 2015)**
- 52.223-6 Drug-Free Workplace (MAY 2001)**
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)**
- 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 46 U.S.C. 40102(4), 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 nonavailability determinations have been made are treated as domestic; or
 - (ii) The construction material is a COTS item.

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

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

(b) *Domestic preference.*

- (1) This clause implements the 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:
None
- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that
 - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
 - (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

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

(c) *Request for determination of inapplicability of the Buy American statute.*

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

[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).]

- 52.225-13 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)**
- 52.228-1 Bid Guarantee. (Sep 1996) *Fill-in:* The amount of the bid guarantee shall be 20 percent (20%) of the bid price or \$3 million, whichever is less.**
- 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)**
- 52.228-15 Performance and Payment Bonds – Construction (OCT 2010)**
- 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 for Construction Contracts (JAN 2017)**
- 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)**
- 52.232-39 Unenforceability of Unauthorized Obligations. (Jun 2013)**
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (Dec 2013)**
- 52.233-1 Disputes (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)**
 - 52.236-15 Schedules for Construction Contracts (APR 1984)**
 - 52.236-17 Layout of Work (APR 1984)**
 - 52.236-21 Specifications and Drawings for Construction (FEB 1997)
Alternate II (APR 1984)**
 - 52.236-26 Preconstruction Conference (FEB 1995)**
 - 52.242-13 Bankruptcy (JUL 1995)**
 - 52.243-4 Changes (JUN 2007)**
 - 52.244-6 Subcontracts for Commercial Items (JAN 2017)**
 - 52.245-1 Government Property (JAN 2017)**
 - 52.245-9 Use and Charges (APR 2012)**
 - 52.246-21 Warranty of Construction (MAR 1994)**
 - 52.248-3 Value Engineering -- Construction (OCT 2010)**
 - 52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012);
Alternates I (SEP 1996)**
 - 52.249-10 Default (Fixed-Price Construction) (APR 1984)**
 - 52.252-2 Clauses Incorporated by Reference (FEB 1998)**
- This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
www.acquisition.gov/far/ www.usda.gov/procurement/policy/agar.html
- 52.253-1 Computer Generated Forms (JAN 1991)**

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

- 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.
- 452.232-70 Reimbursement for Bond Premiums – Fixed-Price Construction Contracts (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)**

SECTION J – LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (AGAR 452.252-70) (FEB 1988)

<u>Exhibit or Attachment</u>	<u>Number of Pages</u>
1. Excursion Inlet Bridge Replacement Plans	11
2. Forest Service Supplemental Specifications (FSSS)	59
3. Aerial Photograph of Excursion Inlet Cannery Dock	1
4. Wage Determination	9

PART IV--REPRESENTATIONS AND INSTRUCTIONS

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.204-8 Annual Representations and Certifications (JAN 2017)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 237301.

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

(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:

Offeror Select One:

(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) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017.

Note to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
 - (A) If the acquisition value is less than \$25,000, 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.

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

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

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

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

(2) The following representations or certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

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

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

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

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

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

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

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

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

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.219-70 Size Standard and NAICS Code Information (SEP 2001)

The North American Industrial classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): All
--NAICS Code 237310 – Highway, Street and Bridge Construction
--Size Standard \$36.5 million

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.

ALASKA NATIVE OR INDIAN-OWNED BUSINESS

(a) General. This provision is used to assess the level of procurement opportunities made available to Alaska Native or Indian-Owned Businesses in Region 10 of the USDA, Forest Service. Status as an Alaska Native or Indian-Owned Business is collected for general statistical purposes.

(b) Definitions. As used in this provision—

"Indian" means a person who is a member of an Indian tribe.

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, nation, or other organized group or community, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians."

"ANCSA Corporation" means any Alaska Native village, urban, or Regional Corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act.

(c) Representation. The Offeror represents itself, as part of this offer, that it is an:

- (1) Indian or Alaska Native
- (2) Indian or Alaska Native Organization
- (3) Indian-Owned or Alaska Native-Owned Economic Enterprise
- (4) Indian or Alaska Native Tribe
- (5) ANCSA Corporation

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

- 52.204-7** System for Award Management (Oct 2016)
52.204-16 Commercial and Government Entity Code Reporting. (JUL 2016)
52.215-1 Instructions to Offerors – Competitive Acquisition (JAN 2017)
52.216-1 Type of Contract (APR 1984). The government contemplates award of one firm fixed price contract resulting from this solicitation.

52.222-5 Construction Wage Rate Requirements – Secondary Site of the Work (May 2014)

(a)

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

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

(b)

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

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

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

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

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

Goals for Minority Participation for each trade: 15.1% all of Alaska except Anchorage (Anchorage 8.7%)

Goals for Female Participation for each trade: 6.9%

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

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

(1) its implementation of the Equal Opportunity clause,

(2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and

(3) its efforts to meet the goals.

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Haines Borough.

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 Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause [52.225-9](#)).

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

(c) *Evaluation of offers.*

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

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

(d) *Alternate offers.*

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

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

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

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

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:

Alaska Region
Attn: Mari Meiners
PO Box 21628
Juneau, AK 99802

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

52.236-27 Site Visit (Construction) (FEB 1995) *Fill-in: Site visits do not need to be arranged ahead of time. Contractors may visit the site at their convenience.*

52.236-28 Preparation of Proposals – Construction (OCT 1997)

Addendum – Responses shall include the following:

1. Required information included in FAR 52.215-1(c)(2);
2. Complete SF-1442 Solicitation, Offer Award form shall be signed and dated by offeror;
3. Acknowledgement of all amendments;
4. Confirmation that registration in the System for Award Management is current as required in Section K Representations and Certifications (highlighted in yellow);
5. Complete Schedule of Items (Section B) with vendor information box filled out and signed.

Submit the following information in sufficient detail to allow the Government to evaluate each factor:

Evaluation Factors:

1. **Past Performance** – Offerors shall provide information for a maximum of five (5) relevant projects completed within the past (3) years that best illustrate the offeror’s history of successful performance. List projects that demonstrate the offeror’s successful performance with projects of similar size, scope and in a similar location as that which is required for this contract.

For each contract or reference, the offeror is requested to provide:

Name of Contractor’s project manager and superintendent assigned to the project
Customer/Owner agency/company and point of contact (name, phone, e-mail)
Period of performance
Dollar value of contract (if the contractor was a subcontractor, list the total prime contract value and the amount of the subcontract)
Contract number and type (construction, service, fixed price, etc.)
A description of the project, relevancy to the current requirement and schedule of completion

Offerors are requested to limit information for each project to one (1) single sided printed page (maximum of 5 total pages for past performance). Offerors are advised that the Government values past performance information on past contracts with the Forest Service above all other types of past performance information. Past Performance information on bridge construction contracts are considered by the Government to be more relevant than other types of construction.

2. **Bridge Construction Experience:** Describe the experience of the contractor and crew that will construct the Excursion Inlet Bridge with work of a similar type in locations similar to the work area. Proposal should discuss:
 - a. Experience with dismantling existing bridges in remote areas
 - b. Experience with bridge installations involving launching of Acrow Bridges
 - c. Experience working in locations with in-stream work
 - d. Experience related to remote bridge construction in general and on Forest Service Roads specifically
3. **Proposed Construction Schedule:** Describe the proposed preliminary schedule for completion of the work prior to December 31, 2017.
4. **Contractor’s Capacity:** Narratively describe the contractor’s current work commitments and the contractor’s current capacity to complete the work on time (e.g. personnel and equipment availability).
5. **Price:** Total amount of the proposed price including the base and the option.

Instructions for Delivery of Proposals:

Proposals may be submitted to the Contracting Officer by fax, e-mail or mail/express/hand delivery no later than **12:30 p.m. Alaska Time, August 25, 2107**. Original Bid Guarantees must be submitted to the Contracting Officer IN JUNEAU. USPS and Express Delivery address for the contracting officer are as follows:

For USPS Delivery: US Forest Service
Region 10
Attn: Mari Meiners
PO Box 21628
Juneau, AK 99802

For Express: US Forest Service
Region 10
Attn: Mari Meiners
709 W. 9th Street, 5th Floor Mailroom
Juneau, AK 99801

Facsimile Number: 907-586-7090

Email Proposal

- (a) *Definition.* "Email Proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via email.
- (b) Offerors may submit email proposals as responses to this solicitation. Email proposals are subject to the same rules as paper proposals.
- (c) The email address is: mmeiners@fs.fed.us.
- (d) The Government reserves the right to make award solely on the email proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

Offerors are reminded to include the solicitation number and project title on the outside of the mailing envelope or on a cover page for facsimile submissions.

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

452.204-70 Inquiries (FEB 1988)

WORKER'S COMPENSATION LAWS

Alaska state law requires that most employers have Worker's Compensation Insurance for their employees. The Forest Service furnishes contract award information to the Alaska Department of Labor. Failure to comply with the state worker's compensation laws can be a felony offense in Alaska. For the definitions of "employer", "employee", and "subcontractor", rates of compensation, and other pertinent information contact:

Alaska Department of Labor
Workers Compensation Division
Special Investigations Unit
P.O. Box 115512
Juneau, AK 99802-5521
907.465.5875 (Direct)
1-888-372-8330 (toll free), 907.465-2797 (FAX)

SECTION M--EVALUATION FACTORS FOR AWARD

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.217-5 Evaluation of Options (JUL 1990)

Source Selection

(a) The Government intends to make an award to the offeror whose proposal represents the best value to the Government, with all factors considered as described below. All evaluation factors other than price, when combined, are equal to price. Award may be made to an offeror other than the lowest priced offeror, if that higher-priced offeror provides the best value.

(b) Where there is little or no information available regarding the offeror's past performance history because the offeror is new to the marketplace, the past performance evaluation may take into account information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the work. When no information is available, the offeror will not be evaluated favorably or unfavorably on past performance.

Evaluation Factors: The following non-price evaluation factors are listed in order of importance:

- Past Performance
 - Bridge Construction Experience
 - Contractor Capacity
 - Schedule
1. Past Performance: Past performance is a measure of the degree to which the offeror (including major subcontractors) has satisfied previous customers and complied with Federal, State and Local laws and regulations. The Government will evaluate past performance based on an assessment of the quality of workmanship, timely completion, compliance with contract requirements, and history of reasonable and cooperative behavior. When assessing past performance, the Government may contact other sources of information, including but not limited to: Federal, State and Local government agencies, better business bureaus, published media and electronic databases such as the Past Performance Information Retrieval System (PPIRS).
 2. Bridge Construction Experience: The Government will evaluate the contractor's experience with bridge construction. Southeast Alaska experience (or experience in locations similar in geography and climate to southeast Alaska) in remote areas will be evaluated more favorably than experience in other locations. Bridge construction experience involving launching will be evaluated more favorably than experience with other types of bridge construction experience.
 3. Contractor Capacity: The Government will evaluate the contractor's ability to complete the work on time based on the contractor's current commitments and available equipment and personnel.
 4. Proposed Schedule: The Government will evaluate the reasonableness of the contractor's proposed schedule for completing the work on time.

4. Price: This factor includes evaluation of price as entered in the Schedule of Items. The proposed price will be evaluated for reasonableness in accordance with the Federal Acquisition Regulations (FAR) including the Base plus all Options. The Government will evaluate offers for award purposes by adding the total price for the option to the total price for the basic requirement in accordance with FAR 52.217-5 Evaluation of Options (JUL 1990). The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced or omitted. Evaluation of options shall not obligate the Government to exercise the option(s).

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