SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. **AG-8173-S-17-0020 Original**	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☒ NEGOTIATED (RFQ)	3. DATE ISSUED **4/18/2017**	PAGE OF PAGES 1

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. **848571**	6. PROJECT NO.

7. ISSUED BY CODE 8173	8. ADDRESS OFFER TO
USDA FOREST SERVICE **APACHE SITGREAVES NATIONAL FOREST** **30 S CHIRICAHUA DR POB 640** **SPRINGERVILLE AZ 85938-0640**	**USDA FOREST SERVICE** **APACHE SITGREAVES NATIONAL FOREST** **30 S CHIRICAHUA DR POB 640** **SPRINGERVILLE AZ 85938-0640**

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code)* ***(NO COLLECT CALLS)***
	WARREN ABBOTT, CO; DEBBIE MACIVOR, FOREST ENGINEER	928-333-6344 928-333-6270

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):*

CONSTRUCTION: Phase 1 – NFSR 105 IMPROVEMENTS SEGMENTS B & E – Black Mesa Ranger District –

SITE VISIT SCHEDULED FOR APRIL 25, 2017, 1:30 P.M., HWY 260 & FOREST ROAD 300, (Parking Lot just north of intersection), Coconino County, AZ

NAICS: 237310 Size standard $36.5 Million PSC: Z2LB

Basis for award will be Best Value - Tradeoffs – See Section M for requirements.

Range: Between $500,000 and $1,000,000 -- Total Small Business Set-aside – Davis-Bacon Wages apply

11. The Contractor shall begin performance within 10 calendar days and complete it within 485 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 4:00pm *(hour)* local time **MAY 10, 2017** *(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	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 USDA FOREST SERVICE APACHE SITGREAVES NATIONAL FOREST POB 640 30 S CHIRICAHUA DR SPRINGERVILLE AZ 85938	8173	27. PAYMENT WILL BE MADE BY 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, requisitions identified on this form and any continuation sheets for the consideration slated 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, and specifications or incorporated by reference in or attached to this contract.		☒ 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 BY	31C. AWARD DATE

PART I – THE SCHEDULE – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

NOTES:

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 COST PAYMENTS WEIGHTED ACCORDINGLY TO THE BASE LINE ITEMS.

PAYMENT WILL BE MADE ON ACTUAL WORK PERFORMED AS DESCRIBED IN FP-03 109.01 UNLESS OTHERWISE NOTED.

VERIFY YOUR OFFER BY COMPLETING THE FOLLOWING:

VENDOR COMPANY NAME: _____ DUNS# _____

BUSINESS EMAIL ADDRESS: _____

AUTHORIZED TO SIGN (NAME): _____

SIGNATURE: _____ DATE:_____

PHONE: -- --

PHASE 1 – B1 – SCHEDULE OF ITEMS *Segment B: Sta. 47+00 to Sta. 79+00*

BASE ITEM #	DESCRIPTION OF PROJECT ITEMS	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
BG-1	Mobilization, permits, etc.	LS	1	$_____	$_____
BG-2	Traffic Control	LS	1	$_____	$_____
BG-3	Surveying & Staking	LS	1	$_____	$_____
B-1	Clearing & Grubbing	AC	2	$_____	$_____
BG-4	Subgrade Preparation	S.Y.	10,300	$_____	$_____
B-2	Cut (Excavation)	CY	1820	$_____	$_____
B-2A	Fill (Embankment)	CY	1405	$_____	$_____
B-4	Remove & Dispose of Existing Tree	EA	5	$_____	$_____
B-5	Remove existing asphalt concrete	SY	7868	$_____	$_____
B-7	Sawcut existing asphalt	LF	23	$_____	$_____
B-8	Remove existing culvert	LF	54	$_____	$_____
B-10A	Inlet Riprap (D50=6”)	CY	36	$_____	$_____
B-11B	Pipe Extension (36”) & Bands	LF	22	$_____	$_____
B-11C	Pipe Extension (16” x 20”) & Bands	LF	36	$_____	$_____

B-12C	End Section (16" x 20") & Bands	EA	4	$_____	$_____
B-13B	Install Culvert 36" CMP	LF	67	$_____	$_____
B-20A	Outlet Riprap (D50=6")	CY	3	$_____	$_____
B.1 – SCHEDULE OF BASE ITEMS, *Segment B: Sta. 47+00 to Sta. 79+00* Con't.					
BASE ITEM #	**DESCRIPTION OF PROJECT ITEMS**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**EXTENDED AMOUNT**
B-26	Encase existing pipe with Concrete	LF	107	$_____	$_____
B-54	Remove and install new Government furnished gate	EA	2	$_____	$_____
B-60	Tie Existing Concrete to new AC	LS	1	$_____	$_____
B-61	Roadway Pavement (5"AC/ 8" AB)	SY	8950	$_____	$_____
B-72	Install trail pavement (2" AC/ 4"AB)	SY	15	$_____	$_____
B-80	Double 4" Yellow Centerline Stripe	LF	6064	$_____	$_____
B-81	Crosswalk Stripe	EA	2	$_____	$_____
B-82	Single White 12" Stripe	LF	208	$_____	$_____
B-83	Pavement Symbols	EA	3	$_____	$_____
B-84	Stop Line Stripe	LF	77	$_____	$_____
B-88	Remove & Relocate sign (with new post)	EA	14	$_____	$_____
B-90	Install New Object Marker	EA	8	$_____	$_____
B-99	Install New Sign	EA	5	$_____	$_____
BG-5	SWPPP	LS	1	$_____	$_____
BG-6	Seeding	AC	2	$_____	$_____
	Total of All Base Items for Segment B –→				$_____

B = Base, # = Construction Note Call Out on Plan, G= General (no specific callout on plan)

B2 – SCHEDULE OF BASE ITEMS, Segment E: Specific Drainage structures through Project

BASE ITEM #	DESCRIPTION OF PROJECT ITEMS	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
BG-1	Mobilization, permits, etc.	LS	1	$_____	$_____
BG-2	Traffic Control	LS	1	$_____	$_____
BG-3	Surveying & Staking	LS	1	$_____	$_____
B-1	Clearing & Grubbing	AC	2	$_____	$_____
B-8	Remove existing culvert	LF	14	$_____	$_____
B-11	Pipe Extension (18") & Bands Sta. 36+94 (R & L)	LF	16	$_____	$_____
B-11A	Pipe Extension (24") & Bands Sta. 23+38 (R & L)	LF	16	$_____	$_____
B-11C	Pipe Extension (16" x 20") & Bands Sta. 45+60 (R & L) Sta. 68+24 (R & L)	LF	38	$_____	$_____
B-11D	Pipe Extension (43" x 30")& Band Sta. 24+13 (R)	LF	18	$_____	$_____
B-12A	End Section (18" CMP) Sta. 36+94 (R & L)	EA	2	$_____	$_____
B-12B	End Section (24" CMP) Sta. 23+38 (R & L)	EA	2	$_____	$_____
B-12C	End Section (16" x 20" CMPA) Sta. 45+60 (R & L) Sta. 68+24 (R & L)	EA	4	$_____	$_____
B-12D	End Section (43" x 30" CMPA) Sta. 24+13 (R)	EA	1	$_____	$_____
BG-5	SWPPP	LS	1	$_____	$_____
BG-6	Seeding	AC	1	$_____	$_____
	Total of All Base Items for Segment E –→				$_____

B = Base, # = Construction Note Call Out on Plan, G= General (no specific callout on plan

CHECKLIST OF MINIMUM REQUIREMENTS
TO RESPOND TO THIS REQUEST FOR QUOTATIONS (RFQ)

- _____ Respond with the complete RETURN PACKAGE (SEE SECTION M for Evaluation Criteria)
- _____ Have active vendor record for the DUNS number above in the System for Award Management (SAM) https://www.sam.gov

SECTION C – STATEMENT OF WORK/DESCRIPTIONS

C1.0 – GENERAL DESCRIPTION OF WORK

The Contractor shall furnish all supervision, materials, equipment and vehicles, tools, parts, labor, transportation, lodging, and miscellaneous items for the reconstruction of National Forest System Road 105 **Segment B and E**. Segments A, B, C, & D are shown on the cover sheet of the plans, Segment E is referenced, as drainage features and specifically identified on the plan sheets. All work shall be in accordance with the plans and specifications contained herein or referenced. No changes to the specifications, terms, or conditions shall be made without the prior approval of the Contracting Officer in writing.

In order to remain in the competitive range, Offerors (Contractors) shall submit the Return Package with the requirements in Section M, Evaluation Factors.

Reference Section J for Exhibits:

Exhibit 1 – U.S. Department of Labor, Wage Determination
Exhibit 2 – Bio-preferred Requirements
Exhibit 3 – Drawings – Drawings provided in packet have been reduced in size and should not be used for quantity take offs. A full set of 24 inch x 36 inch set of drawings can be purchased from: Allegra, 1300 E. Malapai, Show Low, AZ, 85901, phone: (928) 537-5252, by requesting Personal Plans under Apache – Sitgreaves National Forests – NFSR 105
Exhibit 4 – Special Project Specifications
Exhibit 5 – Geotechnical Report

PROJECT TECHNICAL POINT-OF-CONTACT: Debbie MacIvor, Forest Engineer, (928) 333-6270

C.2 – LOCATION OF PROJECT

National Forest System Road (NFSR) 105 can be reached from Heber, traveling approximately 25 miles West on Highway 260 to NFSR 300 (Directly North of the Rim Visitor Center), then traveling 3.3 miles North West on NFSR 300 to NFSR 105. (The paved portion of NFSR ends at the intersection with NFSR 105).

C.3 – SPECIFIC SCOPE OF WORK

Other segments will be contracted out separately and work will be going on concurrently. Contractors shall coordinate traffic control and temporary traffic signing and barricades per MUTCD to minimize the impact to the public. Traffic will not be impeded by delays in excess of 15 minutes. Access to the Campgrounds, Store and Boat Ramp will remain open at all times.

Limitations of Operations:
Construction activities will be limited from 7:00 A.M. to 6:00 P.M. Monday through Thursday and 7:00 A.M. to 11:00 A.M. on Fridays. No construction activities will be allowed from Friday 11:00 A.M. to Monday 7:00 A.M. No construction activities will be allowed from Friday June 30, 2017 7:00 A.M. through Sunday July 9, 2017 unless prior approval is obtained from the Contracting Officer. No Construction activities will be allowed from Thursday 11:00 A.M., August 31, 2017 through Tuesday 7:00 A.M., September 5, 2017.

C.4 – CONTRACT SPECIFICATIONS

Uniform Standard Specifications and Details for Public Works Construction, Sponsored and Distributed by the Maricopa Association of Governments (MAG) Arizona – 2017 Revision to the 2015 Edition, and the *Arizona Department of Transportation Standard Specifications* (ADOT) for the *Construction of Roads and Bridges, 2008.*
These specification are included by reference only. The requirements in these Standard Specifications are hereby made a part of this solicitation and any resultant contract.

The MAG specifications can be downloaded from, https://www.azmag.gov/Communications/publications.asp.
The words Contracting Officer will be substituted for the word Engineer.

The following MAG specifications are **not applicable** as they are governed under the Federal Acquisition Regulations (FAR's) and/ or the Agriculture Acquisition Regulations (AGAR's).
Part 100 – General Conditions
Sections 102.1 Thru 102.3
102.5 Thru 102.13
103 – all
105.1 – Paragraph 1
105.2 – Paragraphs 4 & 5
105.3 – Paragraph 2
105.5 – Paragraph 7
105.6 – all
105.9 – Paragraph 3 (last one)
105.13 thru 105.15
107.6 & 107.7
107.11 Thru 107.14
108 – all
109.2.1 Thru 109.10
110 –all
In the event a MAG specifications has not been listed as Not Applicable and is in conflict with the FAR's and/ or the AGAR's the FAR's and AGAR's govern.

The ADOT Specifications can be downloaded https://www.azdot.gov/business/ContractsandSpecifications/Specifications

ADOT specifications are applicable only where they are referenced in the *Special Provisions for Forest Road 105 Improvements*.

C.5 – Special Project Specifications Listings

Special Project Specifications may add to, delete from, or modify the MAG and ADOT Specifications. These specifications are included in full text.

TITLE
Special Provisions for Forest Road 105 Improvements
Delete SECTION 108 – COMMENCEMENT, PROSECUTION AND PROGRESS:

SECTION D – PACKAGING AND MARKING
{NO CLAUSES FOR THIS SECTION}

SECTION E – INSPECTION AND ACCEPTANCE

FAR 52.246-12 INSPECTION OF CONSTRUCTION. (APR 1996)

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

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

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

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;
(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
(3) Constitute or imply acceptance; or
(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

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

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

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

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

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

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

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be

accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of Clause)

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 10 **calendar days** after the date the Contractor receives notice-to-proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than ***485 calendar days*** from issuance of notice-to-proceed. The time stated for completion shall include final cleanup of the premises.

Limitations of Operations:
Construction activities will be limited from 7:00 A.M. to 6:00 P.M. Monday through Thursday and 7:00 A.M. to 11:00 A.M. on Fridays. No construction activities will be allowed from Friday 11:00 A.M. to Monday 7:00 A.M. No construction activities will be allowed from Friday June 30, 2017 7:00 A.M. through Sunday July 9, 2017 unless prior approval is obtained from the Contracting Officer. No Construction activities will be allowed from Thursday 11:00 A.M., August 31, 2017 through Tuesday 7:00 A.M., September 5, 2017.

AGAR 452.236-75 MAXIMUM WORK WEEK – 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 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 shall be 5 days per week, see Limitations of Operations above. Any change in the work schedule shall be approved in writing by the Contracting Officer prior to commencement.

SECTION G – CONTRACT ADMINISTRATIVE DATA

GOVERNMENT FURNISHED PROPERTY, MATERIALS, SERVICES

The property and services that will be provided by the Government are as follows: *None*

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H1.0 BIO-PREFERRED INFORMATION

Bio-Preferred

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 CAMPING PROVISIONS FOR LABOR INTENSIVE CONTRACTS

The following provisions apply to all camping on National Forest lands during performance of this contract:

1. These provisions are in addition to those contained in, or provided for, in the clause titled "Use of Premises", in this contract.

2. Every structure used as shelter shall provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect workers from the cold. Firewood may be cut only after obtaining a District Firewood Permit.

3. The campsite will not encroach beyond the boundaries designated by the Forest Service. The campsite shall be located so as to minimize impacts on streams, lakes, and other bodies of water. No camping shall be permitted within developed recreation sites or along primary recreation roads.

4. The campsite shall have a clean appearance at all times.

5. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. If the contractor fails to remove all structures or improvements within the 10 calendar days, they shall become the property of the United States, but that will not relieve the contractor of liability for the cost of their removal and restoration of the site.

6. Unless otherwise designated by the Contracting Officer, the use of this area is not exclusive, and may be granted to other Permittees, contractors, or recreating public. Disorderly conduct is not permitted.

7. Damaging or removing any natural feature or other property of the Forest Service is prohibited.

8. Servicing of equipment in the campsite is not permitted, unless the campsite is within the project area.

9. Sanitary facilities shall be provided for storing food. Ice chests or coolers, with ice supply made from potable water and replenished as necessary, shall be provided and sufficient for the storage of perishable food items.

10. An adequate and convenient potable water supply shall be provided in each camp for drinking and cooking purposes.

11. Toilet facilities adequate for the capacity of the camp shall be provided and supplied with adequate toilet paper. Such facilities shall be serviced and maintained in a sanitary condition.

12. Garbage shall be collected, stored, and disposed of in such a manner as to prevent scattering by the wind, minimize attraction of flies, and discourage access by rodents.

13. Basic first aid supplies shall be maintained, available and under the charge of a person trained to administer first aid. The supplies shall include:

    a. Gauze pads (at least 4x4 inches)
    b. Two large gauze pads (at least 8x10 inches)
    c. Box adhesive bandages
    d. One package of gauze roller bandage at least 2 inches wide
    e. Two triangular bandages
    f. Scissors
    g. At least one blanket
    h. Tweezers
    i. Adhesive tape
    j. Latex gloves
    k. Resuscitation device such as resuscitation bag, airway, or pocket mask

14. Any washing of laundry shall be done in such a way as to provide for washing and rinsing without polluting lakes, streams, or other flowing water.

15. Waste water must be disposed of away from living and eating areas and in a fashion that minimizes pollution to lakes, streams, and other flowing water.

16. The contractor shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.

17. The contractor shall comply with the following fire regulations during fire season:

    a. A shovel, axe or pulaski, 10 quart pail which is full of water for immediate use and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required during the fire season.

    b. All fire rings or outside fireplaces will be approved by the Forest Service representative. The area will be cleared down to mineral soil for a distance of 1 foot outside of the ring or fireplace and it will not have any overhanging material. Fire rings will be dismantled and material disposed prior to leaving the site.

    c. All generators and other internal combustion engines will be equipped with USFS approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in (b).

    d. All fuel will be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

18. Any violation of these conditions constitutes a breach of contract, and may result in revocation of camping approval.

19. The Forest Service reserves the right to terminate a camping permit at any time.

H3.0 INDUSTRIAL FIRE PLAN:

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 the alphabetical 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 – An area of sufficient size but not less than a 10 foot radius shall be cleared down to bare mineral soil before welding operations are started. Prior to welding, authorized user shall have available a round-pointed long-handled shovel, at least 5-gallons of water, and a 5-pound fire ABC dry chemical extinguisher at each welding site. A Fire Guard must remain on the welding site for a minimum of one hour after welding operations have concluded. Written permission must be obtained from the COR during fire precaution plan B, C, and D days. Welding is prohibited on Red Flag days.

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 feet. This activity is prohibited on fire precaution plan C, D and Red Flag days. This activity is restricted and only permitted under a specifically-designated contract.

f. Refuse Burning – No slash (such as that resulting from thinning, or clearing a right-of-way), or other debris shall be burned without advance written consent of the Forest Service. Waste such as broken tools, worn tarps, camp tables, etc. shall be disposed of properly off-Forest, rather than burning.

g. Ash disposal – Ash from cooking or warming fires 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.

h. 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.

i. Fire Guard – To prevent, detect, and suppress wildfires, the Contractor/Permit holder shall provide one or more trained Fire Guards at each operating area where internal combustion engines, power-driven equipment, incineration equipment, or camp/warming fires 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 ten (10) minutes to any of the other areas, and provided the Fire Guard patrols all areas where operations have occurred.

Each Fire Guard shall be trained, vigilant, able and prepared, to prevent, detect, and report any wildfire; and to promptly and efficiently take suppression action with available required firefighting equipment and personnel on any wildfire that starts on the contract/ survey area. The Fire Guards shall constantly 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 Plan **B, C, or D** (see Supplement 1). If the Contractor has agreed to additional terms for operation under Fire Precaution Plan D (see Supplement 2), 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 and shall carry 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, two 5-gallon hand pump garden sprayers or backpack pumps, and 25 gallons of water for firefighting purposes. 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.

j. Communications –The Contractor shall provide some form of prompt and reliable direct communication, such as a cell phone or two-way radio, between the Fire Guard(s) and the work crews, and between the contractor's operations and the Forest Service. The Contractor's cell phone number, and Fire Guard's cell number, or other form of prompt 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 fire fighting 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. Passenger carrying vehicles, including light pickup trucks and all-terrain vehicles, shall be equipped with one (1) long-handled round pointed shovel and one (1) ABC dry chemical fire extinguisher not less than 2 ½ pounds capacity. Each internal combustion fuel-carrying piece of equipment (dump-truck, dozer, excavator, backhoe, fuel service truck, etc.…) shall be equipped with one long-handled round-pointed shovel, and one 5-pound capacity ABC dry chemical fire extinguisher. Shovels and fire extinguishers shall be so mounted as to be readily reached from the ground, and shall be maintained in good working condition at all times.

The work camp and fuel-storage area shall be equipped with a shovel, double bit axe, and class ADC pressurized chemical fire extinguisher of not less than 15 pounds capacity by weight, kept in good working condition.

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

Authorized user will ensure that each internal combustion engine (both gasoline and diesel fueled) used on the project and in camp shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard (Spark Arrester Guide) 5100-1a or the latest revision of Society of Automotive Engineers "medium size engine, SAE recommended practice J350" unless it is:

(i) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.

(ii) A multi-position engine, such as on power saws purchased after 6/30/77 which must meet the performance levels set forth in the Society of Automotive Engineers "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended. Those purchased prior to the above date shall be equipped with an approved spark arrester/muffler containing a 0.023 inch mesh screen which all exhaust products must pass through. 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.

(iii) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory designed muffler and an exhaust system in good working condition.

(iv) A heavy duty truck, such as a dump 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.

Exhaust equipment described here, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

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.

c. Care shall still be taken at all times to avoid parking all 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. 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.

g. Powered hand tools (saws, augers, drills, jack hammers, pumps, etc.) shall be kept in a safe, serviceable condition at all times. Each power tool shall be equipped with an approved spark arrester screen muffler system as defined in this section.

(i) The refueling of powered tools shall be done in an area which is completely cleared of flammable materials (such as on bare mineral soil) and the tool shall be moved at least 10 feet from the point of refueling to another barren spot before being started.

(ii) Power tools 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.

(iii) During periods of use, each powered handtool operator shall have readily available for use, one long-handled round-pointed shovel, one chemical-pressurized ABC dry chemical fire extinguisher of not less than 8-ounce capacity by weight, and a Factory Mutual (FM) approved fuel can. Muffler, extinguisher, shovel and fuel can shall be maintained in good working order at all times. The shovel is to be kept with the fuel supply can.

h. Forced Air Burners shall be kept in serviceable conditions at all times. Blower unit power supplies must comply with 6 b, c and d 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.

i. No smoking shall be allowed while traveling, except on surfaced highways. A surfaced highway is any road that is oiled, graveled, or otherwise paved.

ii. 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 daily kitchen waste 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., 4.g., and 4.h.

8. **Red Flag Events** - A "Red Flag Event" by definition, is a combination of environmental factors that can lead to extreme wildland fire behavior. The criteria for a Red Flag Event include a combination of sustained high winds, low relative humidity, and dry fuels. The thresholds for Red Flag Events are established by the local National Weather Service office. Red Flag Events are categorized in the following order:

- FIRE WEATHER WATCH is issued to alert the possibility of the development of conditions that would lead to a Red Flag Alert.
- RED FLAG WARNING is issued to warn of a predicted, impending or ongoing event that will meet the criteria of a Red Flag Alert within the next 24 hour period. This warning will generally precede a full alert.
- RED FLAG ALERT is the most critical stage and implemented when conditions are extreme

When a Red Flag Alert is issued by the National Weather Service, all contractor and permitee operations will adhere to Industrial Fire Precaution Plan "**D**" and will shut down operations until the Red Flag Alert is rescinded. Red Flag categories are announced publicly on 24-hour radio broadcasts on National Oceanic and Atmospheric Administration (NOAA) weather radio channels for localized vicinities. The contract COR or Permit Administrator can provide operators the correct weather radio channel to use for a particular survey area.

9. 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, power saw, 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.

10. 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 (i.e. "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.

11. **Historical Data** – The following data on the Forest area involved is provided for the Contractor's information. The data are averaged from records for the past 10 years based on the Energy Release Component (ERC) for the appropriate Fuel Models, at various weather stations across the Forest.

Total operating year used for the following information is January 1 through December 31. (Most years lack some days of data collection during winter months when weather stations were not functional.)

Apache-Sitgreaves National Forest – Average # days/year by Industrial Plan for past 10 years:

NOTE: Data for the table below is being updated for the years 2003-2012 by the forest Fire organization as time permits.

A-S Industrial Plan SIG (Heber – Lakeside – Alpine) NFDRS Fuel Model J
Approx. # Days per Year at Each Industrial Plan Level (5-day averaged ERC)

Industrial Fire Precautionary Plan Levels	AVG	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002
A	**85**	150	110	55	75	140	175	50	15	60	15
B	**204**	145	200	215	220	190	145	220	210	270	220
C	**24**	35	20	15	10	10	30	70	0	15	30
D	**32**	20	10	20	55	25	10	20	50	15	95

Average number of Red Flag Days = 1 to 15 (highly variable by year).
The majority of Plan C, D, and Red Flag days generally occur between the periods of March 15th to September 25th. Wildfire risk is usually at its greatest between mid-April through mid-July each year.

12. **Emergency Fire Precaution Schedule** – Supplement 1 to this fire plan shows and defines the levels of operational restrictions, in accordance with regionally-standardized restrictions and closures.

FIRE PLAN SUPPLEMENT 1
EMERGENCY FIRE PRECAUTIONS (2/13)

Contractor/permit holder will restrict operations in accordance with the Emergency Fire Precaution Schedule shown below. When there is a predicted change, Forest Service shall inform the Contractor by 6:00 pm, Mountain Standard Time (7:00 pm MDT), of the predicted change in the Industrial Fire Precaution Plan. The procedure for the Forest Service to notify the Contractor of a change in the Fire Precaution Plan stage in the following table is stated in section 4.b."Work Hours" of this Industrial Fire Plan, and shall also be reviewed at the pre-work meeting.

EMERGENCY FIRE PRECAUTION SCHEDULE	
FIRE RESTRICTION/CLOSURE "STAGE"	
"STAGED" RESTRICTION LEVELS	INDUSTRIAL FIRE PRECAUTION PLAN
NO RESTRICTIONS	A
STAGE I	B
STAGE II	C or D
PARTIAL/ FOREST CLOSURE **	D
RED FLAG WARNING (Issued by National Weather Service)	D

** Partial Forest Closure:
Contract/permit areas which are outside the boundaries of the partial forest closure may continue to operate under Industrial Fire Precaution Plan "**C**" operating criteria as agreed upon between the CO and Contractor in writing.

Contract/permit areas within the boundaries of the proclaimed partial forest closure area are to operate under Industrial Fire Precaution Plan "**D**".

Staged Restriction levels are determined by the appropriate Forest Line Officer in consultation with Fire Management Officer(s) and Contracting Officer(s)/Permit Administrator(s). The Contracting Officer/Permit Administrator may, after consultation with the appropriate Forest Line Officer, adjust the predicted Industrial Fire Precaution Plan for local weather conditions on the contract/permit area. Deviations from the predicted Industrial Fire Precaution Plan shall be agreed to in writing.

INDUSTRIAL FIRE PRECAUTION PLAN – DESCRIPTIONS
A - Normal Fire Precautions. No Fire Guard required, except for welding and blasting operations.

B - Normal Fire Precautions, except designated areas for smoking and warming or cooking fires require a written permit. Contractor/permit holder will provide Fire Guard.

C - All power saws and mechanical fellers except for mechanical fellers equipped with hydraulic shears will shut down from 9:00 am until 8:00 pm Mountain Standard Time (10:00 am to 9:00 pm MDT), except chainsaws may be used from 9:00 am until 2:00 pm Mountain Standard Time (10:00 am to 3:00 pm MDT), for limbing on landings cleared to mineral soil. Loading is authorized to continue from 12:00 noon until 2:00 pm, Mountain Standard Time (1:00 pm to 3:00 pm MDT), on landings cleared to mineral soil. Log hauling trucks must be out of the contract area to a surfaced road by 2:00 pm, Mountain Standard Time (3:00 pm MDT). Shutdown from 12:00 noon until 8:00 pm Mountain Standard Time (1:00 pm to 9:00 pm MDT); all machine treatment of slash; mechanical equipment used for shearing, bunching, or de-limbing; skidding; cable yarding; blasting; welding; metal cutting; and clearing. Operations on mineral soil involving road excavation, watering, grading, surfacing, rock crushing, and/or other equipment maintenance may continue. No smoking, warming or cooking fires are permitted at any time. Contractor/permit holder will provide Fire Guard.

D - Shutdown all operations; except operations on mineral soil involving road excavation, watering, grading, gravel surfacing, and rock crushing may continue with special Forest Service permit. Blasting and welding are prohibited. Contractor/permit holder will provide Fire Guard.

13. **Plan D Authorization Letter** - Attached as Fire Plan Supplement 2, is a sample of the additional requirements the Contractor must agree to, only if he wishes to continue limited operations on Fire Plan "D" days. This authorization letter would only be issued by the Contracting Officer to contractors who already have a dozer or skidder available on that job to quickly dig fire line. Recommendation for such authorization would be determined by the District Fire Management Officer and the COR on an individual contract basis, taking into consideration such things as contract location, terrain, road access, hazardous fuels present, long-term fire weather forecasts, and other risk factors. Contractors who chose not to work on this limited basis during Plan "D" days may decline these additional terms, in which case normal shutdown and/or suspension of contract time would be likely until field conditions improve.

In select cases, acceptance and possession of such a letter may also serve as the special USFS permit required for legal operation during times of fire and power saw restriction orders. A separate Forest Entry Permit, issued by the designated ranger district at no cost, would still be required for work to continue within forest areas closed to the public by special order.

District permits to continue contract work involving heat or spark-causing activities during power saw restrictions and/or area closure orders will not be issued without very serious consideration beforehand by the District Fire Management Officer, District Ranger, COR and contract CO, and are not likely to be granted except in the most unique of circumstances.

PART II – 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 (OCT 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 (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 (FEB 2016)
52.222-50	Combating Trafficking in Persons (MAR 2015)
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)
52.228-5	Insurance – Work On A Government Installation (JAN 1997)
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 (OCT 2016)
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)

52.223-1 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:

(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.

(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 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

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material			_____
Domestic construction material			_____
Item 2:	_____		
Foreign construction material			_____
Domestic construction material			

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

Include other applicable supporting information.

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

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:

_____

_____

_____

(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)

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)

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 1	**U.S. DEPARTMENT OF LABOR, WAGE DETERMINATION #AZ**
EXHIBIT 2	**BIOPREFERRED CONSTRUCTION/MAINTENANCE & REPAIR (OCT 2010)**
EXHIBIT 3	**DRAWINGS, & PLANS**
EXHIBIT 4	**SPECIAL PROJECT SPECIFICATIONS**
EXHIBIT 5	**GEOTECHNICAL REPORT**

EXHIBIT 1 DAVIS BACON WAGES -- COCONINO COUNTY

General Decision Number: AZ170008 01/27/2017 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 contract is awarded (and any 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.

Modification Number	Publication Date
0	01/06/2017
1	01/27/2017

* CARP0408-005 07/01/2016

	Rates	Fringes
CARPENTER (Including Cement Form Work)	$ 25.48	11.54

ENGI0428-001 09/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	$ 22.34	9.68
Group 2	$ 26.61	9.68
Group 3	$ 27.69	9.68
Group 4	$ 28.72	9.68

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

GROUP 1: A-frame boom truck, air compressor, Beltcrete, 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.

IRON0075-004 08/01/2015

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar	$ 26.00	21.77

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

LABO0383-002 06/01/2016

	Rates	Fringes
Laborers:		
Group 1	$ 17.18	5.01
Group 2	$ 18.08	5.01
Group 3	$ 18.78	5.01
Group 4	$ 19.72	5.01
Group 5	$ 20.58	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.

PAIN0086-001 04/01/2014

	Rates	Fringes
PAINTER		
PAINTER (Yavapai County only), SAND BLASTER/WATER BLASTER (all Counties)	$ 19.50	4.85

ZONE PAY: More than 100 miles from Old Phoenix Courthouse $3.50 additional per hour.

SUAZ2009-001 04/20/2009

	Rates	Fringes
CEMENT MASON	$ 19.28	3.99
ELECTRICIAN	$ 22.84	6.48
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.

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.

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.

==========

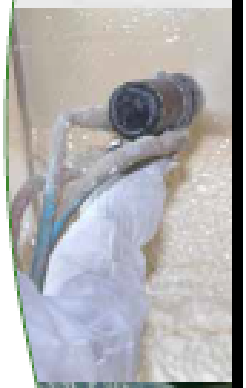
END OF GENERAL DECISION

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

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 Sythentic 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 Sythentic 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

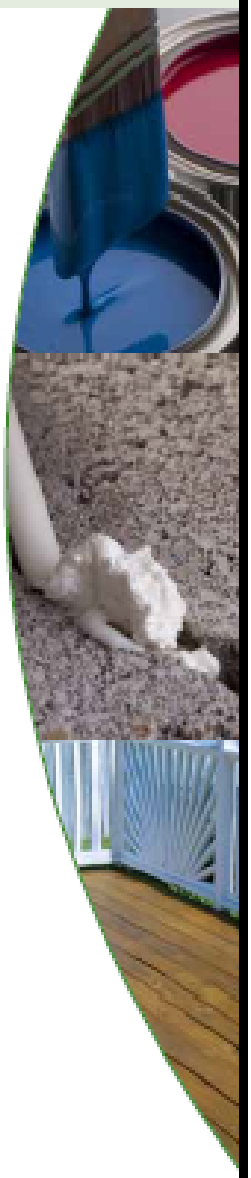
Mulch and Compost Materials

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***.
To submit biobased products to be included in the catalog, email ***biopreferred@usda.gov***.

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

USDA is an equal opportunity provider and employer.

BioPreferred™

www.biopreferred.gov

Exhibit 3 – Drawings

Drawings provided by electronic attachment have been reduced in size and should not be used for quantity take-offs *(see electronic attachment – 42 pages)*.

A full set of 24 inch x 36 inch set of drawings can be purchased from Allegra, 1300 E. Malapai, Show Low, AZ, 85901, Phone: (928) 537-5252 by requesting Personal Plans under Apache – Sitgreaves National Forests – NFSR 105

Exhibit 4 – Special Project Specifications *(see electronic attachment – 43 pages)*

Exhibit 5 – Geotechnical Report *(see electronic attachment – 26 pages)*

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
Reporting Questions: HelpDesk@vets100.com
Reporting Verification: 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):	**ALL**
--NAICS Code	**237310**
--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.

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 452.209-71ASSURANCE 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 debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(c) 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 (JAN 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) 52.222-57, 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.

(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 2016)

(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 subgrants), 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 subgrants), 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.fsrs.gov for that first tier subcontract. (The Contractor shall follow the instruction at http://www.fsrs.gov to report the data.)

(i) Unique entity identifier 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.fsrs.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 subgrants), 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 subgrants), 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.fsrs.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 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 238330 assigned to contract number _____.

(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)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision—
"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.
"Registered in the System for Award Management (SAM) database" means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;
(2) The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM database;
(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.
(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.
(b)

(1) By submission of an Offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.
(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(3) Company physical street address, city, state and Zip Code.
(4) Company mailing address, city, state and Zip Code (if separate from physical).
(5) Company telephone number.

(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
(f) Offerors may obtain information on registration at https://www.acquisition.gov.

(End of Provision)

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 sub factors in the solicitation.

(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)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)

((a) *Definition*.—"Site of the work"—

(1) Means--

(i) The *primary site of the work*. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)

(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(c)

(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage

determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of Clause)

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 COUNTY.**

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.

SECTION M--EVALUATION FACTORS FOR AWARD

AWARD DETERMINATION

M1.0. Basis for award: BEST VALUE – TRADEOFFS. Offers will be reviewed for conformance to the requirements of this solicitation. 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);

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 (Rating factor required to respond with statement):

Technical Capability shall be submitted in the form of a statement or document that demonstrates the contractor's capability to perform the work to meet or exceed the requirements of this solicitation**.**

Factor a - tools, equipment, training, and general business practices 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.

Factors b & c - Exhibits 3, 4, and 5 will provide specific solicitation information to gain a better understanding of the requirements in order to more fully develop your statement or document to address your firm's experience and capability. You may provide your own drawings, illustrations, documents, or photos to support your capability to perform the work.

a) Tools, equipment, general business practices
b) Construction in an office that serves the public and must continue to function during construction
c) Example of phasing each stage of this project

Technically Capability represents 30 percent as an evaluation factor.

M3.0. PRICES (Rating factor)

Contracting Officer intends to award without discussions, provide your best price up-front. Price equals approximately 50 percent as an evaluation factor.

M4.0 PAST PERFORMANCE

Past Performance is required to be submitted for any federal procurement. Use similar projects within the last 3 years that demonstrates the contractor's capability to perform the subfactors in the technical requirements. Past performance will not be rated as an award factor. Past performance is necessary for the Contracting Officer to determine the contractor has the experience necessary to perform the work. ***Contractors should develop past performance in a similar format attached on next page.***

Past Performance represents 20 percent as an evaluation factor.

	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 SATISIFIED 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.:		