

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER  
815474

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER  
AG-0261-S-16-0111 6. SOLICITATION ISSUE DATE  
08/23/2016

7. **FOR SOLICITATION INFORMATION CALL:** a. NAME  
MAX CHAVEZ b. TELEPHONE NUMBER (No collect calls)  
208-373-4252 8. OFFER DUE DATE/LOCAL TIME  
08/26/2016 1300 MT

9. ISSUED BY CODE 0261 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: % FOR:  
SW IDAHO-NEVADA ACQUISITION CENTER  SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS  
ATTN MAX A CHAVEZ  (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED  
1249 S VINNELL WAY STE 200  HUBZONE SMALL BUSINESS SMALL BUSINESS PROGRAM NAICS: 332312  
BOISE ID 83709-1663  EDWOSB  8(A) SIZE STANDARD: 500  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION  IRFQ  IFB  RFP

15. DELIVER TO CODE 0267 16. ADMINISTERED BY CODE 0261  
SAWTOOTH NATIONAL FOREST SW IDAHO-NEVADA ACQUISITION CENTER  
2647 KIMBERLY ROAD EAST ATTN MAX A CHAVEZ  
TWIN FALLS ID 83301 1249 S VINNELL WAY STE 200  
BOISE ID 83709-1663

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE

DUNS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	Delivery: 09/08/2016 Period of Performance: 08/29/2016 to 10/28/2016  A new bottomless box culvert for the upcoming Headwaters Box Culvert Procurement Project - SEE ATTACHED SPECIFICATIONS  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>	01	EA	\$ _____	\$ _____

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.  29. AWARD OF CONTRACT: \_\_\_\_\_ OFFER DATED \_\_\_\_\_. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED  
MAX A. CHAVEZ

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>Please indicate earliest delivery date after award _____ Date: _____</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT ( <i>Location</i> )
	42c. DATE REC'D ( <i>YY/MM/DD</i> )
	42d. TOTAL CONTAINERS

## Contract Terms and Conditions

### ADDENDUM TO FAR CLAUSE 52.212-4, CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (INCORPORATED BY REFERENCE ON STANDARD FORM 1449)

#### 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

(End of Addendum)

#### 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (JUN 2016)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

- (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).
- (10) (Reserved)
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- (ii) Alternate I (NOV 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (JAN 2011) of 52.219-4.
- (13) (Reserved)
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
  - (ii) Alternate I (NOV 2011).
  - (iii) Alternate II (NOV 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
  - (ii) Alternate I (OCT 1995) of 52.219-7.
  - (iii) Alternate II (MAR 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).
  - (ii) Alternate I (OCT 2001) of 52.219-9.
  - (iii) Alternate II (OCT 2001) of 52.219-9.
  - (iv) Alternate III (OCT 2015) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) *Alternate I* (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) *Alternate I* (OCT 2015) of 52.223-13.
- (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

- (ii) Alternate I (JUN 2014) of 52.223-14.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
  - (ii) Alternate I (JUN 2014) of 52.223-16.
- (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- (45) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).
  - (46)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
    - (ii) Alternate I (MAY 2014) of 52.225-3.
    - (iii) Alternate II (MAY 2014) of 52.225-3.
    - (iv) Alternate III (MAY 2014) of 52.225-3.
- (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (48) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (53) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (54) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).
- (55) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- (56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(57) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(58)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Forestry Tech GS-03 \$12.33hr

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi) [ ] (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)**

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

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

### I. GENERAL REQUIREMENTS

#### A. DESCRIPTION OF WORK

Furnish and fabricate an aluminum box culvert including plates, ribs, corrugated metal footings, channels, bolts, and all other required appurtenant items necessary to render a complete aluminum box culvert structure meeting the design criteria noted on the Contract Plans.

#### B. DELIVERY LOCATION

Deliver all aluminum box culvert material approximately three and one quarter (3.25) miles off of State Highway 75 at the base of Galena Summit, Idaho, along Forest Road #215. Coordinate material delivery with Braidy K. Richins at 208.737.3289 or by email at [bkrichins@fs.fed.us](mailto:bkrichins@fs.fed.us) a minimum of 48 hours prior to delivery. Friday or weekend deliveries are not permitted.

#### C. CONTRACT TIME

The Contractor shall (a) commence work under this contract within 10 calendar days after the date the Contractor receives the Notice to Proceed, (b) prosecute the work diligently, and (c) supply all of the bridge system materials no later than September 8, 2016.

#### D. REQUIRED BY DELIVERY DATE: September 8, 2016.

#### E. ESTIMATED PRICE RANGE: N/A

#### F. INSPECTION AND ACCEPTANCE

Inspection of the delivered material will be made by the Contracting Officer's Representative (COR) or the COR's designated inspector. Materials not completed in accordance with the Contract Specifications shall be replaced without additional compensation to the Supplier.

### II. PROJECT SPECIFICATIONS

#### A. PROJECT SPECIFICATIONS

The following specifications apply:

- Federal Highway Administration *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects* (FP-03);
- Forest Service Supplemental Specifications to FP-03.

**B. PROJECT SUPPLEMENTAL SPECIFICATIONS**

See attached Contract Specifications.

## SPECIFICATIONS

The Forest Service, US Department of Agriculture has adopted FP-03 for construction of National Forest System Roads and Bridges.

### Control of Work

#### 104.06 Use of Roads by Contractor

The Contractor is authorized to use roads under the jurisdiction of the Forest Service for all activities necessary to complete this contract, subject to the limitations and authorizations designated in the Road Order(s) or described in the contract, when such use will not damage the roads or national forest resources, and when traffic can be accommodated safely.

### Structural Plate Structures

#### Replace FP-03 Section 603 in its entirety with the following Supplemental Specification:

#### Section 603—Structural Plate Structures

##### Description

**603.01 Work.** Furnish and fabricate an aluminum box culvert having 9-inch x 2-1/2-inch annular corrugations, including plates, ribs, corrugated metal footings, channels, bolts, and all other required appurtenant items necessary to render a complete aluminum box culvert structure meeting the design criteria noted on the Contract Plans. Deliver all materials to specified location.

Basis of design shall be HL-93 loading.

##### Materials

**603.02 Requirements.** Furnish material that conforms to the following specifications:

(a) Structural Plate & Channels

Aluminum Structural Plate shall consist of plate, ribs, and appurtenant items as shown on the Contract Plans and shall conform to the requirements of AASHTO M219 and ASTM B864

(b) Aluminum Alloy – Plate

Plates shall be fabricated from 5052-H141 aluminum alloy conforming to AASHTO M219 and ASTM B864

(c) Aluminum Alloy – Ribs

Ribs shall be fabricated from 6061-T6 aluminum alloy conforming to ASTM B221.

(d) Fasteners/Hardware

Steel nuts and bolts shall conform to the requirements of ASTM A307 and shall be galvanized in accordance with the requirements of AASHTO M 232.

Furnish a Production Certification for all raw materials used for determination of material composition, physical properties, and origin to the CO upon delivery of the materials to the jobsite.

## **Construction**

**603.03 General.** Furnish aluminum plates, ribs, footings, channels, hardware, and all other required materials necessary to render a complete box culvert structure in accordance with the Contract Plans.

Provide a copy of manufacturer's assembly instructions before assembly. The instructions shall show the position of each plate and assembly order.

Structural plates shall be fabricated in 4.5' wide pieces, so that when all bolted together, render a total structure length of 22.5'. Ensure that all joints will have even bearing over the entire contact surface. Do not use shims in making joints. Construct all joints to be closed.

**Contractor shall prepare and submit shop drawings to the owner for review and approval 7 days in advance of fabrication. Shop drawings shall show all dimensions and fabrication details for all applicable aluminum box culvert components including connecting hardware.**

**603.04 Delivery.** Deliver all aluminum box culvert material approximately three and one quarter (3.25) miles off of State Highway 75 at the base of Galena Summit, Idaho, along Forest Road #215. Coordinate material delivery with Braidy K. Richins at 208.737.3289 or by email at [bkrichins@fs.fed.us](mailto:bkrichins@fs.fed.us) a minimum of 48 hours prior to delivery. Friday or weekend deliveries are not permitted.

**603.05 Acceptance.** Material for structural plate structures will be evaluated under Subsections 106.02 and 106.03.

**Materials deemed not suitable for construction by the COR shall be replaced by the bridge supplier at no cost to Government.**

**Measurement**

**603.06** Use the method of measurement that is designated in *SECTION B, PART 1 - SCHEDULE OF ITEMS*.

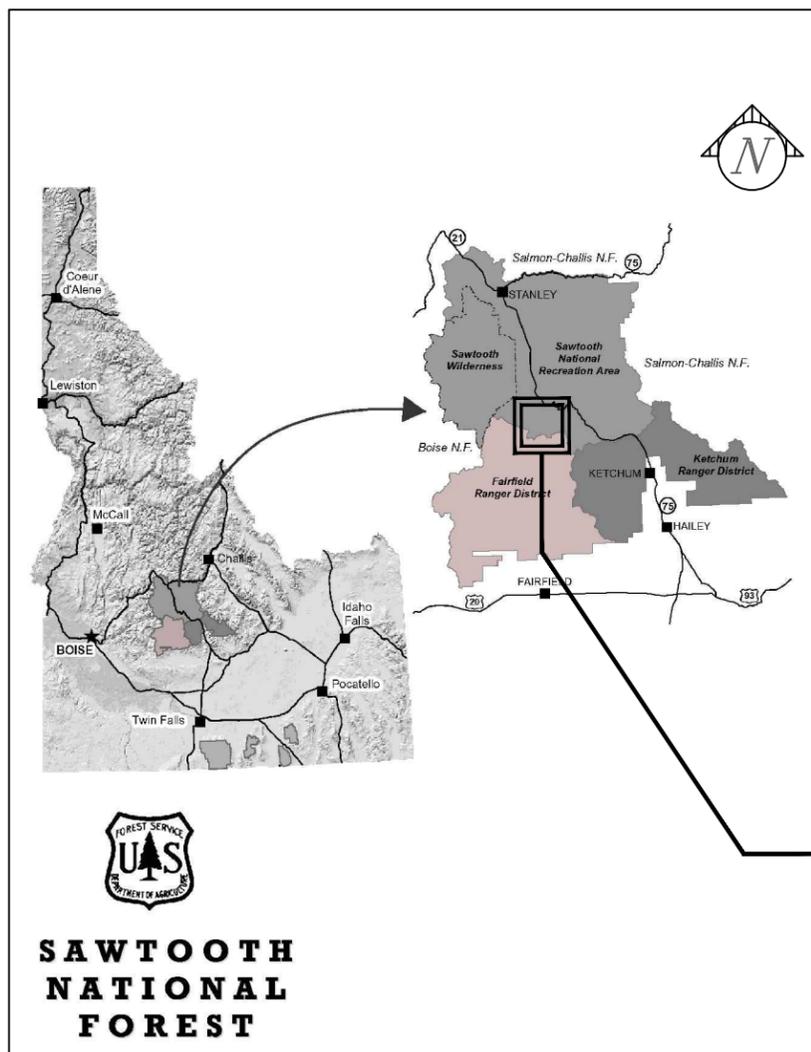
**Payment**

**603.07** The accepted quantities will be paid at the contract price per unit of measurement for the Section 603 pay items listed in the bid schedule in accordance with Subsection 109.05. Payment will include full compensation for furnishing and fabricating an aluminum box culvert including all required plats, ribs, corrugated metal footings, metal channels, bolts, and all other required appurtenant items necessary to render a complete aluminum box culvert structure, including delivery of all materials to specified location.

Payment will **NOT** include installation of box culvert structure or any other related site work.

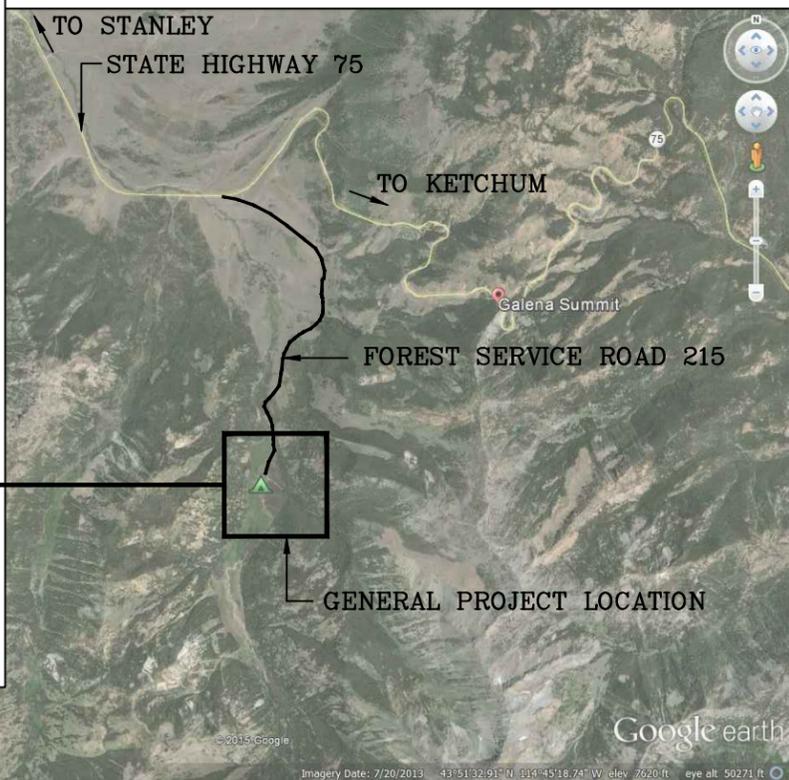
# HEADWATERS BOX CULVERT PROCUREMENT PROJECT

SAWTOOTH NATIONAL RECREATION AREA  
SAWTOOTH NATIONAL FOREST – BLAINE COUNTY, IDAHO



**SAWTOOTH  
NATIONAL  
FOREST**

VICINITY MAP  
NOT TO SCALE



COORDINATE BOX CULVERT MATERIAL  
DELIVERY WITH BRAIDY K. RICHINS, STAFF  
CIVIL ENGINEER @ (208) 737-3289.

LIST OF DRAWINGS	
SHEET NO.	TITLE
1	COVER SHEET & VICINITY MAP
2	BOX CULVERT DETAILS

*PREPARED*

*/s/ Brady K. Richins* *07-26-16*

CIVIL ENGINEER DATE

*APPROVED*

\_\_\_\_\_  
AREA RANGER DATE

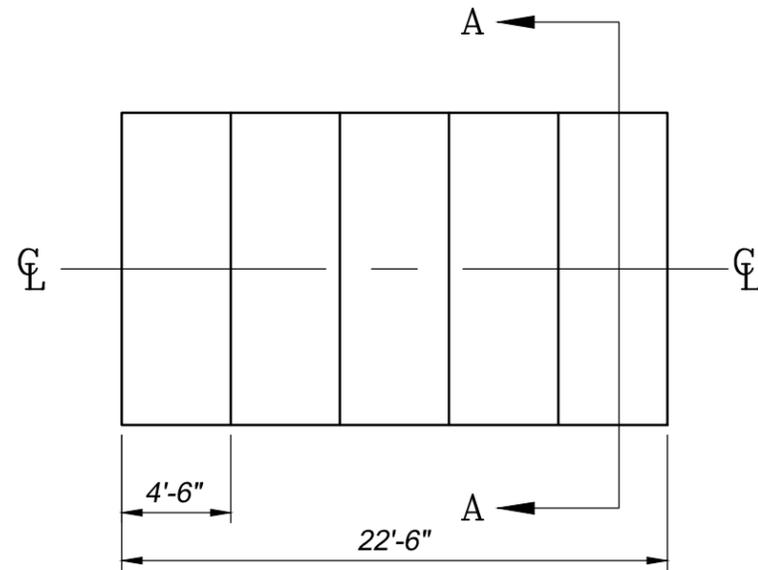
\_\_\_\_\_  
ENGINEERING AND MINERALS STAFF OFFICER DATE

U. S. Department of Agriculture  
 FOREST SERVICE  
 Intermountain Region 4  
 SAWTOOTH NATIONAL FOREST

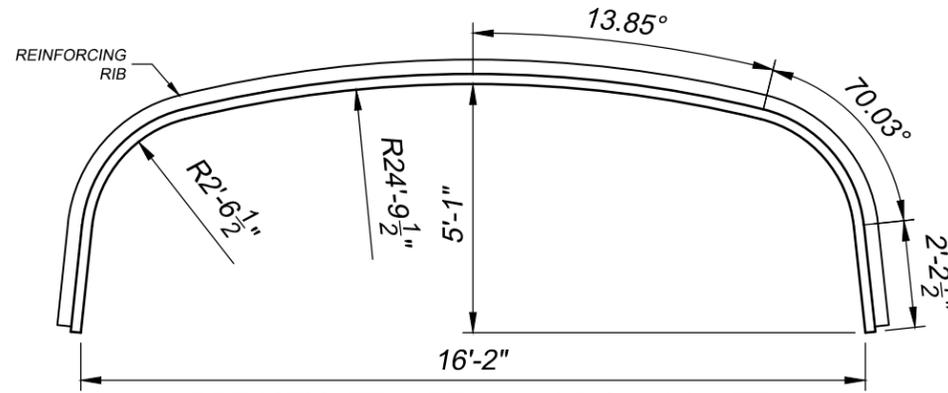
UAS  
 FOREST SERVICE  
 U.S. DEPARTMENT OF AGRICULTURE

HEADWATERS BOX CULVERT  
 PROCUREMENT PROJECT  
 COVER SHEET & VICINITY MAP

SHEET  
 1 of 2  
 DRAWING NUMBER  
 1



PLAN



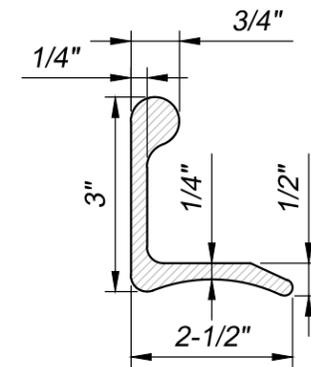
APPROXIMATE AREA = 72.3 SQ. FT.

SECTION A-A

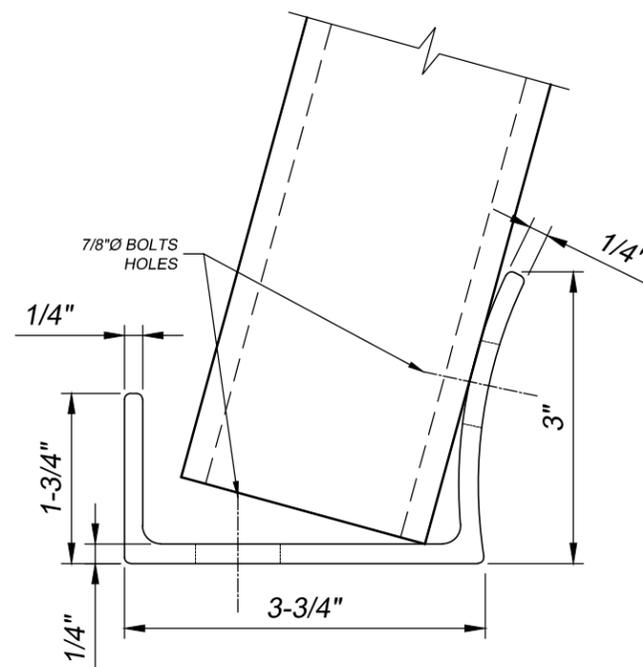
The proposed structure shall be an ALUMINUM BOX CULVERT with the following dimensions:

Span: 16'-2"	Rise: 5'-1"
Haunch Gage Thickness: 0.175"	Crown Gage Thickness: 0.125"
Haunch Rib Type: 1	Crown Rib Type: 3
Haunch Rib Spacing: 1'-6"	Crown Rib Spacing: 0'-9"

ALUMINUM BOX CULVERT STRUCTURE

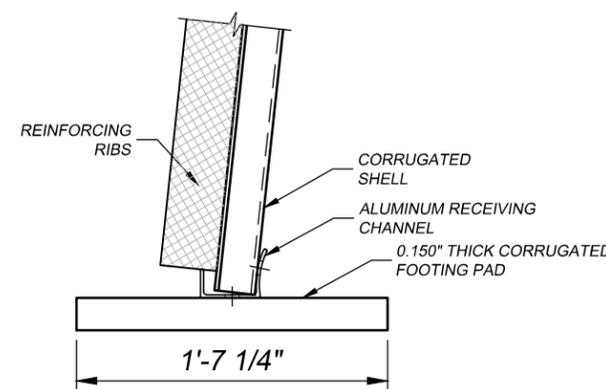


ASTM TYPE 1 RIB

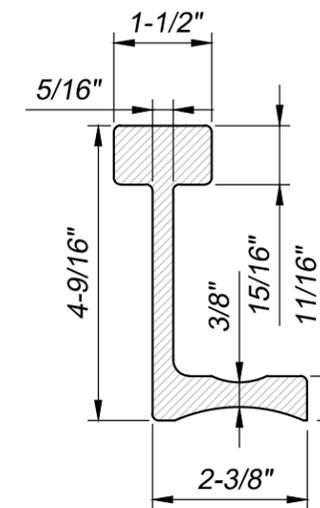


ALUMINUM RECEIVING CHANNEL

General Note:  
1. Bolts for anchoring/fastening are not shown for clarity. Fasten all required box culvert system components together in accordance with the manufacturer's recommended installation requirements.



ALUMINUM FOOTING PAD



ASTM TYPE 3 RIB

DESIGN	BY: B.K.RICHINS	DATE
DRAWING	CHECK: S.ROBNETT	ENGINEERING AND MINERALS STAFF OFFICER
APPROVED:	BY: B.K.RICHINS	
	CHECK: S.ROBNETT	

HEADWATERS BOX CULVERT  
PROCUREMENT PROJECT  
CULVERT DETAILS

### Solicitation Provisions

#### 52.212-2 Evaluation - Commercial Items. (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Experience. Identify experience your company and key personnel have had in the past three years doing similar projects. Provide the name and phone number of a contact person(s) for each project listed, such as the COR for government contracts or the field representative for private work. Completion of the attached experience questionnaire will be adequate to fulfill this requirement. Specifically identify a foreman that you will provide for the performance of this contract. Provide information about his/her experience. Provide sufficient information so that the evaluators may make contact with anyone that can verify these experiences.
2. Past Performance. Address specific performance failures, quality, timeliness, and working relationships with the Government. Information provided on the experience questionnaire will be used to verify this information.
3. Technical Approach. List of available equipment, crew size/production rates.
4. Price. Complete all items in the Schedule of Items.  
(Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.)

Technical and past performance, when combined, are approximately equal, when combined, when compared to price.

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

(End of provision)