

INVITATION FOR BID

SOLICITATION NUMBER: 6982AF22B000008
SOLICITATION TYPE: FULL AND OPEN COMPETITION (UNRESTRICTED)
PROJECT NUMBER: CA FLAP 03S11(1)
PROJECT NAME: REDS MEADOW ROAD

BID OPENING DATE:

See Page A-1, Item 13A

**This solicitation cites Standard Specifications for
Construction of Roads and Bridges on
Federal Highway Projects, FP-14 US Customary Units**

ISSUING OFFICE:



**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION
12300 W. DAKOTA AVENUE, SUITE 360
LAKEWOOD, CO 80228**

Web site: <https://highways.dot.gov/federal-lands>

E-mail: CFLContracts@dot.gov

PROJECT	CA FLAP 03S11(1)
LOCATION	INYO NATIONAL FOREST
COUNTY	MADERA COUNTY
STATE	CALIFORNIA
LENGTH	SCHEDULE A: 2.5 MILES OPTION X: 5.8 MILES
TYPE OF IMPROVEMENT	ROAD RECONSTRUCTION, ROAD REHABILITATION, MSE WALL, SOIL NAIL WALL, REINFORCED SOIL SLOPE, GRADING, DRAINAGE, SIGNING, STRIPING

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SPECIAL CONTRACT REQUIREMENTS (SCRs)

The following Special Contract Requirements amend and supplement the Standard Specification for Construction of Roads and Bridges on Federal Highway Projects

Division 100	E-2
Division 150	E-27
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APPENDICES

Appendix A	Permits
Appendix B	Fire Plan
Appendix C	Environmental Training
Appendix D	Sample Small Business Subcontracting Plan

PROJECT OVERVIEW

Reds Meadow Road is 8.3 miles long and provides the only access to several Inyo National Forest campgrounds, day use parking areas, trailheads, horse camp and equestrian facilities, Minaret Vista entrance station, Devils Postpile National Monument, and Reds Meadow Resort and Pack Station. The road begins at the intersection with Highway 203 at the Minaret Vista Entrance Station, continues along the side of the mountain and descends 2.5 miles into the valley, and then traverses the valley floor for 5.8 miles.

The upper 2.5 miles of the road are a single lane with turnouts and it is experiencing pavement and fill slope failures in several locations. This portion of the project, Schedule A, will be reconstructed (4R) to include a widened bench to accommodate two lanes of traffic. The lower 5.8 miles of the road, Option X, currently supports two lane traffic and will be rehabilitated (3R).

NOTICE TO BIDDERS

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I. PRE-BID INFORMATION

ELECTRONIC BIDS WILL NOT BE ACCEPTED. Submit a printed copy of your bid to the address listed on the SF-1442 (Page A-1, Item 8). Submit the following documents with your Bid Package–

- SF-1442, Solicitation, Offer & Award, Pages A-1 and A-2
- Indication of interest in formal Partnering, Page A-6
- Bid Schedule Pages A-7 through A-20
- Completed an applicable Authority to Bind certificate, pages A-21 through A-25
- Buy American Act & Hazardous Materials, Pages A-26 through A-27
- Bid Guarantee (see FAR Clause 52.228-1), Pages B-1 and B-2. Bid bonds must be originals with original signatures and corporate seals. Photocopies and Faxed copies are NOT acceptable and will make your bid non-responsive.
 - Digital copies may be downloaded at <https://www.gsa.gov/forms-library/bid-bond>
- Completed the VETS-4212 declaration, Page A-ii; Bidders' Information, Pages B-3 through B-6.
- HUBZone small business concerns electing to waive the evaluation preference, complete 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns, Section C of the IFB.

Bidders should retain all other pages for their information. Bids should be submitted in a sealed envelope and include the Contractor's Name, Solicitation Number and the Project Number/Name.

It is the responsibility of the bidder to verify that this solicitation document, including the plans, are complete as listed in the table of contents and the index to sheets. Plan sheets can be found at <https://sam.gov> and viewed by individual sections, downloaded by individual sections, or the entire plan set downloaded in a zip file. Physical data relevant to this solicitation may also be viewed or downloaded at the above site.

This solicitation and subsequent contract are governed by the Federal Acquisition Regulations (FAR), agency supplemental regulations, and the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-14.

The FP-14 was utilized for the design of this project. Paper copies of the FP-14 will not be provided to bidders or the awarded Prime Contractor. The FP-14 is available electronically at <https://flh.fhwa.dot.gov/resources/specs/> and a copy is uploaded with this solicitation. A single paper copy can be obtained from the Research & Technology Distribution Center (RTPDC) by email report.center@dot.gov.

NOTICE TO BIDDERS

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Applicable FAR/TAR provisions and clauses in this IFB are incorporated by reference or full text. FAR provisions and clauses incorporated by reference can be accessed on the Internet at <https://www.acquisition.gov/content/regulations>.

Notice of SAM Registration – you must be registered in the System for Award Management (SAM) prior to submission of a bid in response to this solicitation. Failure to register prior to submission of a bid may require award to the next successful registered offeror. See FAR Subpart 4.1102. Register online at www.sam.gov.

Representations and Certifications – This solicitation is issued under NAICS 237310 – Highway, Street & Bridge Construction with a small business size standard of \$39.5 million. If your average annual gross receipts for the past 5 years are above \$39.5 million, you are a large business for this solicitation. If they are below \$39.5 million you are a small business. Before submitting bids, you must ensure you have completed your annual representations and certifications electronically at the SAM website at www.sam.gov. Include NAICS 237310 in your SAM profile.

Vets-4212 Reporting: - The Contractor must complete the report if required. See reporting requirements at: <https://www.dol.gov/agencies/vets/contractor/instructions-for-electronic-submission-vets-4212-reports>.

- My firm had a qualifying Federal Contract in 2022 and has complied with the reporting requirements. ☐
- My firm did not have a qualifying Federal Contract in 2022 and is therefore exempt from the reporting requirements ☐

This Solicitation Contains a Price Evaluation Factor - The Government will apply a factor of 10% to the price of all offers except HUBZone small business concerns that have not waived the evaluation preference and otherwise successful offers from small business concerns. See FAR Clause 52.219-4, *Notice of Price Evaluation Preference for HUBZone Small Business Concerns*.

In the event this full and open competition results in a contract award to a qualified HUBZone SBC after a price evaluation preference, FAR Clause 52.219-14, *Limitations on Subcontracting* will apply.

Bid Guarantee – Follow the requirements of FAR Clause 52.228-1 *Bid Guarantee* and Subpart 102.03 of the FP-14. Bid bonds must be originals and have original signatures and corporate seals. Photocopied and faxed copies of bonds will be rejected and cause your bid to be non-responsive.

Accuracy and Completeness of Bid- The Contractor is fully responsible to verify that all data is correct when an offer is submitted. Failure to properly update your data may cause the offer to be rejected.

Request for Technical Information – Questions relative to the plans and SCRs for this solicitation will only be accepted in writing (see Item 9 on Page A-3).

Site Visit - See FAR 52.236-27 Page B-12 for site access information.

NOTICE TO BIDDERS

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**TECHNICAL QUESTIONS REGARDING THIS SOLICITATION WILL NOT BE
ACCEPTED AFTER 4 P.M. ON NOVEMBER 10, 2022**

Questions can be submitted to CFLContracts@dot.gov. Questions and answers will be posted at <https://sam.gov>

Modifications to Bids - Bids may be modified or withdrawn by regular mail, electronic commerce (email) or facsimile, if such notice is received **prior to the time specified for receipt of bids**. The Government will not be responsible for ANY failure attributable to the transmission or receipt of electronic commerce (email) or facsimile data.

For all modifications, we **STRONGLY ENCOURAGE** you to resubmit the entire bid schedule with a unit price and amount for every bid item, and a Schedule Total. See FAR Provision 52.214-5, Submission of Bids. Modifications which make the bid ambiguous, indefinite, or uncertain as to any essential requirement of the contract will cause the bid to be rejected as nonresponsive.

FAX Number to submit modifications to bids for this project is (720) 963-3360

Email Address to submit modifications to bids for this project is cflcontracts@dot.gov

II. POST AWARD INFORMATION

CFLHD will no longer be providing paper copies of the conformed contract to the Awarded Prime Contractor.

Subcontracting - FAR Clause 52.219-8, *Utilization of Small Business Concerns* states that Prime Contractors afford small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns the maximum practicable opportunity to participate in performing contracts let by any Federal agency.

FAR Clause 52.219-9, *Small Business Subcontracting Plan, Alternate I*, requires that the large business concern who is the successful low bidder on a Federal project with an anticipated award amount exceeding \$1.5 million, is required to submit a subcontracting plan prior to contract award. The subcontracting plan expresses goals in terms of percentages of total planned subcontracting dollars for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. If the apparent successful low bidder fails to submit an acceptable subcontracting plan acceptable to the CO within 7 days of request of the CO, that bidder may be ineligible for award of the contract.

Prime Contractors, who are large businesses, are encouraged to post sources sought notices at the Small Business Administration's Subcontracting Network (SUB-NET) <https://web.sba.gov/subnet/> so that small businesses can identify opportunities in their areas of expertise. The use of SUB-Net

NOTICE TO BIDDERS

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fulfills the requirements set forth in Federal Acquisition Regulation (FAR) 5.206, *Notice of Subcontracting Opportunities*, for contractors and subcontractors to post notices and thereby increase competition for subcontracts.

A list of currently known business concerns owned and controlled by socially and economically disadvantaged individuals and/or women-owned small business concerns that have indicated an interest in participating in highway construction is available at <https://www.sam.gov>.

See Appendix D for Sample Small Business Subcontracting Plan.

NOTE:

- Consider the following FHWA small business goals in development of Subcontracting plans and efforts:

FHWA Small Business Subcontracting Goals (As of FY 2022)	
Business Size	Goal (%)
SB	46.0%
SDB	5.0%
HUBZone	3.0%
WOSB	5.0%
SDVOSB	3.0%

Insurance requirements - See Subsection 107.05 of the FP-14.

EEBACS - Contractors shall use the Government's web-based system, *Engineer's Estimating, Bidding, Award, and Construction System (EEBACS)*, to prepare all "*Inspector's Daily Record of Construction Operations*" (*Contractors Daily Reports*) and measurement notes (pay notes).

The Contractor shall be required to attend a training session on the use of EEBACS. The training session will require up to 4 hours. No more than 3 Contractor staff may attend the training unless approved by the CO. The Contractor shall be responsible for training additional staff.

The Contractor shall be required to submit a user account form to gain access to the EEBACS system. See Subsection 108.01.

A user guide, "*EEBACS for Construction Contractors*", is available. An electronic version can be found at <https://highways.dot.gov/federal-lands/estimates/eebacs-guide>

SOLICITATION, OFFER AND AWARD <i>(Construction, Alteration or Repair)</i>	1. SOLICITATION NO. 6982AF22B000008	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 10/07/2022	PAGE OF PAGES 1 of 2
IMPORTANT - THE "OFFER SECTION ON THE REVERSE MUST BE FULLY COMPLETED BY OFFEROR.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. HFLCEO220407PR	6. PROJECT NO. CA FLAP 03S11(1)		
7. ISSUED BY: FEDERAL HIGHWAY ADMINISTRATION CENTRAL FEDERAL LANDS DIVISION 12300 WEST DAKOTA AVENUE, SUITE 167 LAKEWOOD, COLORADO 80228		CODE: 69050001	8. ADDRESS OFFER TO: Laura Vallejos, Contract Specialist Federal Highway Administration Central Federal Lands Division Office 12300 W. Dakota Avenue Lakewood, CO 80228	
9. FOR INFORMATION CALL SEE PAGE A-3	A. NAME: SEE PAGE A-3	B. TELEPHONE NO. (Include area code) SEE PAGE A-3		
<p style="text-align: center;">SOLICITATION</p> <p style="text-align: center;"><i>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."</i></p>				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS: ROADWAY CONSTRUCTION PROJECT IN STRICT ACCORDANCE WITH: <ol style="list-style-type: none"> 1. FEDERAL ACQUISITION AND TRANSPORTATION ACQUISITION REGULATIONS (FAR & TAR) 2. DEPARTMENT OF LABOR, CONSTRUCTION WAGE RATE REQUIREMENT RATES 3. SPECIAL CONTRACT REQUIREMENTS 4. PLANS 5. BID SCHEDULE 6. STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS, FP-14, U.S. CUSTOMARY UNITS 7. SUBCONTRACTING PLAN (IF APPLICABLE) See Subsection 104.04 of the FP-14 for governing order of precedence				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>*</u> calendar days after receiving <input type="checkbox"/> award <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. *Refer to Subsection 108.01 as amended in the Special Contract Requirements.				
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>0</u> copies to perform the work required are due at the place specified in Item 8. by <u>2:00 p.m.</u> (hour) local time on <u>11/17/22</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is <input type="checkbox"/> 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 <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

OFFEROR (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)					15. TELEPHONE NO. (Include area code)				
DUNS NO.					16. REMITTANCE ADDRESS (Include only if different than Item 14)				
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing with <u>60</u> 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		SEE INDIVIDUAL BID SCHEDULE(S)							
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 BLOCK 27 (4 copies unless otherwise specified)					25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 3304(a)()				
26. ADMINISTERED BY			CODE: _____		27. PAYMENT WILL BE MADE BY FEDERAL HIGHWAY ADMINISTRATION CENTRAL FEDERAL LANDS HIGHWAY DIVISION 12300 W. DAKOTA AVENUE, SUITE 167 LAKEWOOD, COLORADO 80228				
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE <input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.									
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)					31A. NAME OF CONTRACTING OFFICER (Type or print)				
30B. SIGNATURE			30C. DATE		31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE	

- Item 8:** **LOCATION OF PUBLIC BID OPENING:** Offers must be received by designated date and time as stated in Item 13A.
- Item 9:** **FOR GENERAL INFORMATION:** E-mail us at CFLContracts@dot.gov.
- FOR TECHNICAL INFORMATION (plans and specifications):** Questions must be submitted in writing by e-mail at CFLContracts@dot.gov.
- Item 11:** **COMPLETION DATE:** Work shall be completed on or before the date specified in *Subsection 108.01 of the SCRs*.
- Item 12A:** **PERFORMANCE AND PAYMENT BONDS:** See FAR *Clause 52.228-15 Performance and Payment Bonds-Construction* (Clauses begin on Page C-1) and Subsection 102.06 of the FP-14.
- Item 13B:** **BID BOND AMOUNT:** See FAR Provision *52.228-1 Bid Guarantee* (Provisions begin on Page B-1) and *Subsection 102.03 Bid Guarantee* of the FP-14. All bid guarantees must have original signatures with original corporate seals.
- Item 19:** **ACKNOWLEDGMENT OF AMENDMENTS: FAILURE TO ACKNOWLEDGE AMENDMENTS, IN ITEM 19 OF THE SF-1442, BY THE DESIGNATED DATE AND HOUR SPECIFIED IN THE SOLICITATION MAY RESULT IN REJECTION OF YOUR BID.** If amendments are issued, they will be posted to <https://sam.gov>.
- Item 24:** **SUBMITTING INVOICES:** See *Subsection 109.08 Progress Payments* of the FP-14.

ESTIMATED

PRICE: The price range of the project work is between \$20,000,000 and \$30,000,000.

Bid Schedule Instructions

BIDDERS, PLEASE NOTE: This Bid Proposal is comprised of one schedule and one option. Before preparing the bid, carefully read the Solicitation Provisions and the following:

- Insert a numeric unit bid price for each pay item for which a quantity appears in the bid schedule. Unit bid prices should be quoted no more precisely than the nearest cent (2 decimal places). Unit bid prices quoted more precisely will be rounded up to the nearest cent by the Government
- Multiply the unit price by the quantity for each pay item and show the amount bid. When the words "Lump Sum" appear as a unit bid price, insert an amount for each lump sum pay item.
- Total all amounts bid for each pay item and show the Construction Cost Total on the space provided on the last page of each schedule or option.
- Also show the Construction Cost Total for each schedule/option as well as the combined Total of each Schedule and the Option in the spaces provided on the Bid Summary page.

NOTE: If the amount bid for a pay item is inconsistent with the product of the unit price provided by the bidder and the quantity provided by the Government, the unit price will govern and the Government will determine a corrected amount bid for the pay item by multiplying the unit price by the quantity.

Pay Item 15401-0000, Contractor testing

Bidders must provide prices on alternative Contractor Testing pay items for EACH SCHEDULE.

Bidders must provide a price for Contractor Testing *using a Contractor-furnished field laboratory* for each schedule. The price for this item will be included in the Construction Cost Total for each schedule and all totals on the Bid Summary, page A-13 and A-19, therefore, included in the evaluation for award.

Bidders must also provide a stand alone price on the last page of each schedule for the alternative item, Contractor Testing *using a Government-furnished field laboratory*, at the end of each bid schedule. This price will not be factored into the evaluation for award.

The Government retains the discretion to award a contract which includes either of the alternative Contractor Testing items at the respective bid price.

Basis for Award

To be eligible for award of contract, the offeror shall submit prices for each item in Bid Schedule A, and Option X. Accordingly, contract award will be made to the lowest responsible bidder conforming to the solicitation, provided funds are available.

Per FAR provision 52.217-5, Evaluation of Options (JULY 1990), the Government will evaluate offers for award purposes by adding the total price for all options to the total price for Schedule A.

Evaluation of options will not obligate the Government to exercise the option(s). If the determination is made to exercise any of the Options, the Contracting Officer will provide the contractor with written notice no later than 90 days after contract award, per FAR clause 52.217-7, Option for Increased Quantity-Separately Priced Line Item (MAR 1989).

Partnering

A Partnership recognizes the Government and the Contractor are both responsible and can affect the successful completion of this project. Partnering is a vehicle to ensure the partnership has structure and quality. It recognizes the strengths of each party and uses those strengths to identify and achieve shared goals. One of the primary objectives of Partnering is to facilitate the resolution of disputes in a timely, professional, and non-adversarial manner with the outcome focused on achieving those shared goals.

CFLHD supports the concepts and tenets of Partnering and as such is encouraging the Contractors and it's subcontractors to establish a Partnering relationship on this project.

A formal Partnering meeting can help facilitate this relationship by helping do document the parties' common purpose and goals, and ensuring alignment. The goals are mutually agreed upon and address effective and efficient performance within the scope of the contract.

Participation in a formal Partnering meeting is voluntary. Costs of implementing and maintaining the partnership would be agreed to by both parties as described in *Subsection 103.05 Partnering* of the FP-14. Costs of partnering would be in addition to the contract award amount.

Please indicate your desire to participate in a formal partnering meeting on this project.

☐ We would like to participate in a formal partnering meeting.

☐ We do not want to participate in a formal partnering meeting.

Bidder/Offeror please note: Before preparing the bid, carefully read the Solicitation Provisions.

Insert a unit bid price, in figures, for each pay item for which a quantity appears in the bid schedule. Multiply the unit price by the quantity for each pay item and show the amount bid. Should any mathematical check made by the Government show a mistake in the amount bid, the corrected unit price extension shall govern. When the word "LPSM" (Lump Sum) appears as a unit bid price, insert an amount for each lump sum pay item. When a sum based on a fixed rate appears for any pay item in the amount bid column, include the Government inserted amount bid for the item in the total bid amount. Total all of the amounts bid for each pay item and show the total bid amount.

Contract Quantity Pay Items

20421-0000 ROCK EXCAVATION

Item No.	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
A2000	15101-0000	MOBILIZATION				
			ALL	LPSM	\$ __ LPSM __	\$ _____
A2010	15206-0000	SLOPE, REFERENCE, AND CLEARING AND GRUBBING STAKE				
			2.500	MILE	\$ _____	\$ _____
A2020	15210-3000	CENTERLINE, VERIFICATION AND STAKING				
			0.500	MILE	\$ _____	\$ _____
A2030	15214-2000	SURVEY AND STAKING, RETAINING WALL				
			ALL	LPSM	\$ __ LPSM __	\$ _____
A2040	15215-3000	SURVEY AND STAKING, DRAINAGE STRUCTURE				
			39	EACH	\$ _____	\$ _____
A2050	15216-2000	SURVEY AND STAKING, GRADE FINISHING STAKES				
			4.900	MILE	\$ _____	\$ _____
A2060	15301-0000	CONTRACTOR QUALITY CONTROL				
			ALL	LPSM	\$ __ LPSM __	\$ _____
A2070	15401-0000	CONTRACTOR TESTING (Contractor-furnished Lab)				
			ALL	LPSM	\$ __ LPSM __	\$ _____
A2080	15501-0000	CONSTRUCTION SCHEDULE				
			ALL	LPSM	\$ __ LPSM __	\$ _____
A2090	15701-0000	SOIL EROSION CONTROL				
			ALL	LPSM	\$ __ LPSM __	\$ _____
A2100	15720-0000	STORM WATER POLLUTION PREVENTION PLAN				
			ALL	LPSM	\$ __ LPSM __	\$ _____
A2110	15802-0000	WATERING FOR DUST CONTROL				
			ALL	LPSM	\$ __ LPSM __	\$ _____
A2120	20101-0000	CLEARING AND GRUBBING				
			14.0	ACRE	\$ _____	\$ _____

Bid Schedule

Schedule:A

Schedule Type:Base

Project No:CA FLAP 03S11(1)

Project Name:Reds Meadow Road

A2130	20301-1100	REMOVAL OF GATE	1	EACH	\$ _____	\$ _____
A2140	20301-1900	REMOVAL OF PIPE CULVERT	33	EACH	\$ _____	\$ _____
A2150	20301-2300	REMOVAL OF SIGN/MARKER (CARSONITE MARKER)	200	EACH	\$ _____	\$ _____
A2160	20301-2400	REMOVAL OF SIGN	24	EACH	\$ _____	\$ _____
A2170	20402-0000	SUBEXCAVATION	1,000	CUYD	\$ _____	\$ _____
A2180	20420-0000	EMBANKMENT CONSTRUCTION (REINFORCED SOIL SLOPE)	26,000	CUYD	\$ _____	\$ _____
A2190	20420-0000	EMBANKMENT CONSTRUCTION	9,500	CUYD	\$ _____	\$ _____
A2200	20421-0000	ROCK EXCAVATION	3,500	CUYD	\$ _____	\$ _____
A2210	20441-0000	WASTE	12,000	CUYD	\$ _____	\$ _____
A2220	20720-0200	REINFORCEMENT GEOSYNTHETIC, TYPE 2	67,000	SQYD	\$ _____	\$ _____
A2230	25101-0200	PLACED RIPRAP, METHOD A, CLASS 2	250	CUYD	\$ _____	\$ _____
A2240	25101-0300	PLACED RIPRAP, METHOD A, CLASS 3	25	CUYD	\$ _____	\$ _____
A2250	25302-1000	GABIONS, GALVANIZED OR ALUMINIZED COATED	130	CUYD	\$ _____	\$ _____
A2260	25902-0000	SOIL NAIL RETAINING WALL	31,000	SQFT	\$ _____	\$ _____

Bid Schedule

Schedule:A

Schedule Type:Base

Project No:CA FLAP 03S11(1)

Project Name:Reds Meadow Road

A2270	25903-0000	VERIFICATION TEST NAIL	21	EACH	\$ _____	\$ _____
A2280	30101-0000	AGGREGATE BASE	9.500	TON	\$ _____	\$ _____
A2300	30401-5300	FULL DEPTH RECLAMATION, METHOD 2, 6-INCH DEPTH	0.400	MILE	\$ _____	\$ _____
A2310	30402-5300	FULL DEPTH RECLAMATION, METHOD 2, 6-INCH DEPTH	1,400	SQYD	\$ _____	\$ _____
A2330	40101-5600	ASPHALT CONCRETE PAVEMENT, GYRATORY MIX, 1/2-INCH OR 3/4-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL	8,000	TON	\$ _____	\$ _____
A2340	40105-3000	ANTISTRIP ADDITIVE, TYPE 3	80	TON	\$ _____	\$ _____
A2360	40601-0000	FOG SEAL	30	TON	\$ _____	\$ _____
A2370	41101-0000	PRIME COAT	70	TON	\$ _____	\$ _____
A2380	41105-0000	BLOTTER	350	TON	\$ _____	\$ _____
A2390	41201-0000	TACK COAT	25	TON	\$ _____	\$ _____
A2400	50101-0600	MINOR CONCRETE PAVEMENT, REINFORCED, 6-INCH DEPTH	2	SQYD	\$ _____	\$ _____
A2410	60201-0600	18-INCH PIPE CULVERT	60	LNFT	\$ _____	\$ _____
A2420	60201-0800	24-INCH PIPE CULVERT	1,500	LNFT	\$ _____	\$ _____

Bid Schedule

Schedule:A

Schedule Type:Base

Project No:CA FLAP 03S11(1)

Project Name:Reds Meadow Road

A2430	60201-1000	36-INCH PIPE CULVERT	60	LNFT	\$ _____	\$ _____
A2440	60210-0800	END SECTION FOR 24-INCH PIPE CULVERT	14	EACH	\$ _____	\$ _____
A2450	60210-1000	END SECTION FOR 36-INCH PIPE CULVERT	2	EACH	\$ _____	\$ _____
A2460	60403-0000	INLET	22	EACH	\$ _____	\$ _____
A2470	60404-0000	CATCH BASIN	20	EACH	\$ _____	\$ _____
A2480	60501-0000	STANDARD UNDERDRAIN SYSTEM	750	LNFT	\$ _____	\$ _____
A2490	60901-2300	CURB, ASPHALT, 6-INCH DEPTH	6,300	LNFT	\$ _____	\$ _____
A2500	61701-4500	GUARDRAIL SYSTEM MGS, TYPE 2, CLASS A STEEL POSTS (STAINED)	3,325	LNFT	\$ _____	\$ _____
A2510	61702-1500	TERMINAL SECTION, TYPE MGS TANGENT (STAINED)	14	EACH	\$ _____	\$ _____
A2520	61902-0900	GATE, METAL	1	EACH	\$ _____	\$ _____
A2530	62201-0200	DUMP TRUCK, 8 CUBIC YARD MINIMUM CAPACITY	40	HOUR	\$ _____	\$ _____
A2540	62201-0350	BACKHOE	40	HOUR	\$ _____	\$ _____
A2550	62201-2750	MOTOR GRADER	40	HOUR	\$ _____	\$ _____
A2560	62201-3000	HYDRAULIC EXCAVATOR	120	HOUR	\$ _____	\$ _____

Bid Schedule

Schedule:A

Schedule Type:Base

Project No:CA FLAP 03S11(1)

Project Name:Reds Meadow Road

A2570	62301-0000	GENERAL LABOR	200	HOUR	\$ _____	\$ _____
A2580	62302-1000	SPECIAL LABOR, HIRED TECHNICAL SERVICES	100	HOUR	\$ _____	\$ _____
A2590	62302-1100	SPECIAL LABOR, HIRED SURVEY SERVICES	100	HOUR	\$ _____	\$ _____
A2600	62405-0200	PLACING CONSERVED TOPSOIL, 3-INCH DEPTH	25,000	SQYD	\$ _____	\$ _____
A2610	62510-2000	SEEDING, HYDRAULIC METHOD	12.0	ACRE	\$ _____	\$ _____
A2620	62901-1100	ROLLED EROSION CONTROL PRODUCT, TYPE 4	15,500	SQYD	\$ _____	\$ _____
A2630	62901-1400	ROLLED EROSION CONTROL PRODUCT, TYPE 5.C (TURF REINFORCEMENT MAT)	11,500	SQYD	\$ _____	\$ _____
A2640	63301-0000	SIGN SYSTEM	36	EACH	\$ _____	\$ _____
A2650	63302-0000	SIGN SYSTEM (SPECIAL SIGNS)	130	SQFT	\$ _____	\$ _____
A2660	63308-0000	OBJECT MARKER	70	EACH	\$ _____	\$ _____
A2670	63315-0000	RUMBLE STRIP (TRANSVERSE)	70	SQYD	\$ _____	\$ _____
A2680	63318-1000	SNOW POLE HOLDER	50	EACH	\$ _____	\$ _____
A2690	63402-0300	PAVEMENT MARKINGS, TYPE B, SOLID	23.0	MILE	\$ _____	\$ _____

Bid Schedule

Schedule:A

Schedule Type:Base

Project No:CA FLAP 03S11(1)

Project Name:Reds Meadow Road

A-13

A2700	63405-0050	PAVEMENT MARKINGS. SYMBOLS	16	EACH	\$ _____	\$ _____
A2710	63501-0000	TEMPORARY TRAFFIC CONTROL	ALL	LPSM	\$ __LPSM__	\$ _____
A2720	63701-0000	FIELD OFFICE	1	EACH	\$ _____	\$ _____
<p>Submitted by: _____ Schedule Total: _____</p>						

A2070	15401-0000	CONTRACTOR TESTING (Bid Item Alternative: Government Furnished Lab)				
BID ALTERNATE ITEM - SEE PAGE A-4 ALL			LPSM	\$ __LPSM__	\$ _____	

Bid Schedule

Schedule:A

Schedule Type:Base

Project No:CA FLAP 03S11(1)

Project Name:Reds Meadow Road

Contract Quantity Pay Items

20421-0000 ROCK EXCAVATION

Item No.	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
X2000	15101-0000	MOBILIZATION				
			ALL	LPSM	\$ __ LPSM__	\$ _____
X2010	15206-0000	SLOPE, REFERENCE, AND CLEARING AND GRUBBING STAKE				
			0.200	MILE	\$ _____	\$ _____
X2020	15210-3000	CENTERLINE, VERIFICATION AND STAKING				
			5.600	MILE	\$ _____	\$ _____
X2030	15215-3000	SURVEY AND STAKING, DRAINAGE STRUCTURE				
			44	EACH	\$ _____	\$ _____
X2040	15216-2000	SURVEY AND STAKING, GRADE FINISHING STAKES				
			0.500	MILE	\$ _____	\$ _____
X2050	15301-0000	CONTRACTOR QUALITY CONTROL				
			ALL	LPSM	\$ __ LPSM__	\$ _____
X2060	15401-0000	CONTRACTOR TESTING (Contractor-furnished Lab)				
			ALL	LPSM	\$ __ LPSM__	\$ _____
X2070	15501-0000	CONSTRUCTION SCHEDULE				
			ALL	LPSM	\$ __ LPSM__	\$ _____
X2080	15701-0000	SOIL EROSION CONTROL				
			ALL	LPSM	\$ __ LPSM__	\$ _____
X2090	15802-0000	WATERING FOR DUST CONTROL				
			ALL	LPSM	\$ __ LPSM__	\$ _____
X2100	20101-0000	CLEARING AND GRUBBING				
			2.0	ACRE	\$ _____	\$ _____
X2110	20202-0000	SELECTIVE CLEARING				
			1,500	SQYD	\$ _____	\$ _____
X2120	20301-1200	REMOVAL OF HEADWALL				
			6	EACH	\$ _____	\$ _____

Bid Schedule

Schedule:X

Schedule Type:Options

Project No:CA FLAP 03S11(1)

Project Name:Reds Meadow Road

X2130	20301-1900	REMOVAL OF PIPE CULVERT	37	EACH	\$ _____	\$ _____
X2140	20301-2300	REMOVAL OF SIGN/MARKER (CARSONITE MARKER)	300	EACH	\$ _____	\$ _____
X2150	20301-2400	REMOVAL OF SIGN	60	EACH	\$ _____	\$ _____
X2160	20302-2300	REMOVAL OF WATERLINE	75	LNFT	\$ _____	\$ _____
X2170	20401-0000	ROADWAY EXCAVATION	3,000	CUYD	\$ _____	\$ _____
X2180	20402-0000	SUBEXCAVATION	3,200	CUYD	\$ _____	\$ _____
X2190	20421-0000	ROCK EXCAVATION	800	CUYD	\$ _____	\$ _____
X2200	20425-1000	DITCH, EXCAVATION	650	LNFT	\$ _____	\$ _____
X2210	20430-1000	SHOULDER, EXCAVATION	800	LNFT	\$ _____	\$ _____
X2220	20441-0000	WASTE	2,500	CUYD	\$ _____	\$ _____
X2230	25101-0200	PLACED RIPRAP, METHOD A, CLASS 2	200	CUYD	\$ _____	\$ _____
X2240	25101-0300	PLACED RIPRAP, METHOD A, CLASS 3	25	CUYD	\$ _____	\$ _____
X2250	30101-0000	AGGREGATE BASE	2,500	TON	\$ _____	\$ _____
X2270	30301-1000	DITCH RECONDITIONING	6.000	MILE	\$ _____	\$ _____

Bid Schedule

Schedule:X

Schedule Type:Options

Project No:CA FLAP 03S11(1)

Project Name:Reds Meadow Road

X2280	30401-5300	FULL DEPTH RECLAMATION, METHOD 2. 6-INCH DEPTH	5.800	MILE	\$ _____	\$ _____
X2290	30402-5300	FULL DEPTH RECLAMATION, METHOD 2. 6-INCH DEPTH	7,000	SQYD	\$ _____	\$ _____
X2300	40101-5600	ASPHALT CONCRETE PAVEMENT, GYRATORY MIX, 1/2-INCH OR 3/4-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL	14,000	TON	\$ _____	\$ _____
X2320	40105-3000	ANTISTRIP ADDITIVE, TYPE 3	200	TON	\$ _____	\$ _____
X2340	40601-0000	FOG SEAL	50	TON	\$ _____	\$ _____
X2350	41101-0000	PRIME COAT	130	TON	\$ _____	\$ _____
X2360	41105-0000	BLOTTER	650	TON	\$ _____	\$ _____
X2370	41201-0000	TACK COAT	40	TON	\$ _____	\$ _____
X2380	60103-0660	CONCRETE, HEADWALL FOR DOUBLE 36-INCH PIPE CULVERT	2	EACH	\$ _____	\$ _____
X2390	60201-0400	12-INCH PIPE CULVERT	250	LNFT	\$ _____	\$ _____
X2400	60201-0500	15-INCH PIPE CULVERT	90	LNFT	\$ _____	\$ _____
X2410	60201-0600	18-INCH PIPE CULVERT	700	LNFT	\$ _____	\$ _____
X2420	60201-0800	24-INCH PIPE CULVERT	780	LNFT	\$ _____	\$ _____

Bid Schedule

Schedule:X

Schedule Type:Options

Project No:CA FLAP 03S11(1)

Project Name:Reds Meadow Road

X2430	60201-1000	36-INCH PIPE CULVERT	170	LNFT	\$ _____	\$ _____
X2440	60202-0700	42-INCH EQUIVALENT DIAMETER ARCH OR ELLIPTICAL PIPE CULVERT	50	LNFT	\$ _____	\$ _____
X2450	60210-0400	END SECTION FOR 12-INCH PIPE CULVERT	10	EACH	\$ _____	\$ _____
X2460	60210-0500	END SECTION FOR 15-INCH PIPE CULVERT	4	EACH	\$ _____	\$ _____
X2470	60210-0600	END SECTION FOR 18-INCH PIPE CULVERT	29	EACH	\$ _____	\$ _____
X2480	60210-0800	END SECTION FOR 24-INCH PIPE CULVERT	33	EACH	\$ _____	\$ _____
X2490	60210-1000	END SECTION FOR 36-INCH PIPE CULVERT	4	EACH	\$ _____	\$ _____
X2500	60211-1000	END SECTION FOR 36-INCH EQUIVALENT DIAMETER ARCH OR ELLIPTICAL PIPE CULVERT	2	EACH	\$ _____	\$ _____
X2510	60211-1100	END SECTION FOR 42-INCH EQUIVALENT DIAMETER ARCH OR ELLIPTICAL PIPE CULVERT	2	EACH	\$ _____	\$ _____
X2520	60404-0000	CATCH BASIN	6	EACH	\$ _____	\$ _____
X2530	60501-0000	STANDARD UNDERDRAIN SYSTEM	500	LNFT	\$ _____	\$ _____
X2540	60704-0000	CLEANING CULVERT IN PLACE	8	EACH	\$ _____	\$ _____
X2550	60901-2300	CURB, ASPHALT, 6-INCH DEPTH	3,500	LNFT	\$ _____	\$ _____

Bid Schedule

Schedule:X

Schedule Type:Options

Project No:CA FLAP 03S11(1)

Project Name:Reds Meadow Road

X2560	61102-1545	2-INCH WATERLINE	75	LNFT	\$ _____	\$ _____
X2570	62201-0200	DUMP TRUCK, 8 CUBIC YARD MINIMUM CAPACITY	40	HOUR	\$ _____	\$ _____
X2580	62201-0350	BACKHOE	40	HOUR	\$ _____	\$ _____
X2590	62201-2750	MOTOR GRADER	40	HOUR	\$ _____	\$ _____
X2600	62201-3000	HYDRAULIC EXCAVATOR	100	HOUR	\$ _____	\$ _____
X2610	62301-0000	GENERAL LABOR	200	HOUR	\$ _____	\$ _____
X2620	62302-1000	SPECIAL LABOR, HIRED TECHNICAL SERVICES	100	HOUR	\$ _____	\$ _____
X2630	62302-1100	SPECIAL LABOR, HIRED SURVEY SERVICES	100	HOUR	\$ _____	\$ _____
X2640	62405-0200	PLACING CONSERVED TOPSOIL, 3-INCH DEPTH	7,000	SQYD	\$ _____	\$ _____
X2650	62510-2000	SEEDING, HYDRAULIC METHOD	2.0	ACRE	\$ _____	\$ _____
X2660	62901-1100	ROLLED EROSION CONTROL PRODUCT, TYPE 4	7,000	SQYD	\$ _____	\$ _____
X2670	63301-0000	SIGN SYSTEM	43	EACH	\$ _____	\$ _____
X2680	63302-0000	SIGN SYSTEM (SPECIAL SIGNS)	260	SQFT	\$ _____	\$ _____
X2690	63308-0000	OBJECT MARKER	104	EACH	\$ _____	\$ _____

Bid Schedule

Schedule:X

Schedule Type:Options

Project No:CA FLAP 03S11(1)

Project Name:Reds Meadow Road

X2700	63402-0300	PAVEMENT MARKINGS, TYPE B, SOLID	50.0	MILE	\$ _____	\$ _____
X2710	63405-0050	PAVEMENT MARKINGS, SYMBOLS	66	EACH	\$ _____	\$ _____
X2720	63501-0000	TEMPORARY TRAFFIC CONTROL	ALL	LPSM	\$ __LPSM__	\$ _____
X2730	63503-1000	TEMPORARY TRAFFIC CONTROL, PLASTIC FENCE	1,200	LNFT	\$ _____	\$ _____
X2740	64631-0000	ROADSIDE DEVELOPMENT	100	LNFT	\$ _____	\$ _____
<p>Submitted by: _____</p> <p>Schedule Total: _____</p>						

X2060	15401-0000	CONTRACTOR TESTING (Bid Item Alternative: Government Furnished Lab)				
BID ALTERNATE ITEM - SEE PAGE A-4 ALL			LPSM	\$ __LPSM__	\$ _____	

Bid Schedule

Schedule:X

Schedule Type:Options

Project No:CA FLAP 03S11(1)

Project Name:Reds Meadow Road

Bid Schedule Summary

Schedule	Bid Total
Schedule A - Base(A - 8)	
Schedule X - Option(A - 14)	
Total - Schedules	

Submitted By: _____

INSTRUCTIONS: When the offeror/principal is a corporation, include this certification with your offer/bid.

Corporate Certificate

I, _____(name), certify that I am the
_____(title), of the corporation named as the
Offeror/Principal herein;

that _____ (name), who signed this

offer and/or bid bond on behalf of _____ (company name) is

_____ (title) of this corporation;

that the offer was duly signed for and on behalf of said corporation by authority and scope of its governing body, and within the scope of its corporate powers.

_____ (signature)

Affix Corporate Seal

(title)

INSTRUCTIONS: When the offeror/principal is a partnership, include this certification with your offer/bid.

Authority to Bind Partnership

This certifies that the names and signatures of all partners are listed below, and that the person signing the proposal has the authority to actually bind the partnership pursuant to its partnership agreement. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership, except as follows:

(State "None" or describe limitations, if any)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to and acknowledge by the Contracting Officer.

(Include names and signatures of all partners)

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INSTRUCTIONS: When the offeror/principal is a joint venture, include this certification with your offer/bid.

Authority to Bind Joint Venture

This certifies that the person signing the proposal has the authority to actually bind the joint venture pursuant to its joint venture agreement, and that each of the named persons listed below individually has full authority to enter into and execute contractual instruments on behalf of said joint venture, except as follows:

(State "None" or describe limitations, if any)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to and acknowledge by the Contracting Officer.

(Include names and signatures of all applicable individuals)

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INSTRUCTIONS: When the offeror/principal is a sole proprietorship, include this certification with your offer/bid.

Sole Proprietorship Requirement

An Offeror/Principal that is a sole proprietorship must submit an offer/bid and a bond signed by the sole proprietor, or by one duly authorized to sign for the sole proprietor. If the signature is by someone other than the sole proprietor, a copy of the power of attorney authorizing the individual to sign must be provided with the offer/bid.

**BUY AMERICAN ACT- CONSTRUCTION MATERIALS
UNDER TRADE AGREEMENTS**

It is understood and agreed that the materials and components listed in Subparts 25.1 and 25.2 of the FAR are a part of this contract and are deemed to be Domestic Construction Material for the purposes of this contract.

NOTE TO CONTRACTOR:

The following information and any applicable supporting data is required for evaluation of requests under FAR Clause 52.225-11 Paragraph (c) & (d) and FAR Provision 52.225-12 Paragraph (b).

Material and/or Component

Construction Material Description	Unit of Measure	Quantity	*Cost Delivered to Job Site
Foreign Construction Material			
Comparable Domestic Material			

Material and/or Component

Construction Material Description	Unit of Measure	Quantity	*Cost Delivered to Job Site
Foreign Construction Material			
Comparable Domestic Material			

[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]
[Please include name, address, telephone number and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include all applicable supporting information.]*

HAZARDOUS MATERIALS

As required by FAR Clause 52.223-3, Hazardous Materials Identification and Safety Data - Alternate I, the apparent low bidder must submit prior to award a Material Safety Data Sheet (MSDS) for all hazardous materials that the bidder identifies in paragraph (b) of the FAR clause and defined under the latest version of Federal Standard No. 313.

Hazardous Material	Identification Number

USE OF RECOVERED MATERIALS ON FEDERAL LANDS HIGHWAY PROJECTS

Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6901 et seq.), requires Federal, State, and local procuring agencies using appropriated Federal funds to purchase items composed of the highest percentage of recovered materials practical. Use of recovered materials is strongly encouraged on Federal Lands Highway Projects. Highway construction items covered by the Environmental Protection Agency's *Comprehensive Guidelines for Procurement of Products Containing Recovered Materials* include fly ash, ground granulated blast furnace slag, traffic barricades, traffic cones, hydraulic mulch and compost for mulch.

Use of fly ash and ground granulated blast furnace slag and construction materials containing fly ash and ground granulated blast furnace slag on Federal Lands Highway Projects:

- It is the policy of the United States Government that fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag shall have maximum practicable opportunity for incorporation into its construction projects.
- The Contractor agrees to investigate the use of fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag to the fullest extent consistent with the efficient performance of this contract. Both the contractor and the subcontractors are urged to seek out suppliers of fly ash and ground granulated blast furnace slag, cement and concrete containing fly ash and ground granulated blast furnace slag and to solicit bids for these materials.
- Names of firms that supply fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag are available from the American Coal Ash Association and the National Slag Association.

BID BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)

OMB Control Number: 9000-0045
Expiration Date: 8/31/2025

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE

☐ CORPORATION ☐ OTHER (Specify)

STATE OF INCORPORATION

SURETY(IES) (Name and business address)

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NUMBER 6982AF22B000008
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR (Construction, Supplies or Services)	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."



FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION

BIDDER'S INFORMATION

INSTRUCTIONS: Answer all questions on this form inserting "none" or "not applicable" where appropriate. If more space is required attach additional sheets. Return the signed, dated and completed form with the bid to the address shown in the invitation for bids on or before the time set for bid opening. The prospective bidder shall provide any additional information requested by the Government during evaluation of the bids.

If the prospective bidder is a joint venture or general partnership, a separate Bidder's Qualifications form shall be provided individually for each joint venture participant or partner.

1. Name and address of business:

_____ Name	_____ DUNS Number (See FAR Provision 52.204-6) *
_____ Street	_____ Home Office Congressional District (Insert District #) *
_____ City State Zip Code	* Necessary for Government reporting purposes only To obtain a Dun & Street number, call 800-333-0505.
_____ County	
_____ Telephone Number (Include Area Code)	
_____ Fax Number (Include Area Code)	_____ E-mail address

2. a. Type of organization (check appropriate box):

<input type="checkbox"/> Individual	<input type="checkbox"/> Non-profit organization	<input type="checkbox"/> Corporation
<input type="checkbox"/> Partnership	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Incorporated in: _____
If a Foreign entity:		
<input type="checkbox"/> Individual	<input type="checkbox"/> Non-profit organization	<input type="checkbox"/> Corporation
<input type="checkbox"/> Partnership	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Registered in: _____

b. Size and type of Business Concern (check appropriate boxes):

<input type="checkbox"/> Large Business Concern	<input type="checkbox"/> Small Disadvantaged Business Concern	<input type="checkbox"/> Emerging Small Business
<input type="checkbox"/> Small Business Concern	<input type="checkbox"/> Women-Owned Small Business	<input type="checkbox"/> SBA 8(a) Certified
<input type="checkbox"/> HUB Zone Business Concern	<input type="checkbox"/> Veteran Owned Business Concern	<input type="checkbox"/> Service-Disabled Veteran-Owned Business Concern

3. If a joint venture or general partnership:

- a. Provide the name under which the project will be bid, the home office address, and name of the principal who will represent the company with regard to this project if different from "1." above.

Principal _____

Business Name _____

Street _____

City _____ State _____ Zip Code _____

- b. Provide the name and home office addresses of each of the joint venture partners; indicate which partner is the sponsoring partner. Attach a separate sheet for additional partners.

Sponsoring Partner _____

Other Partner _____

Street _____

Street _____

City _____ State _____ Zip Code _____

City _____ State _____ Zip Code _____

4. Date organization established: _____

5. Name of succeeded business, if any: _____

6. How many years have you been in business as:

a. General contractor ____ years.

b. Subcontractor ____ years.

7. a. Furnish the following information concerning the owner, partners, officers and directors:

Name	Title	Percent of Business Owned	Years of Business Experience	
			Contracting	Other

- b. Attach resumes of these key personnel as well as the on-site project manager(s) and superintendent(s), and specifically identify the following:

- Present position, responsibility, and length of employment.
- Amount and type of construction experience.
- Amount and type of highway construction experience, including position, responsibility, and a brief project description of each period of employment.
- Formal education and training, professional or technical registrations or licenses.

8. a. Contracts in force. (Attach additional sheets if necessary)

Project Name and Contract Numbers	Owner's Name, Address, and Contact Name, Email and Telephone #	Scope of Work Performed	Contract Amount	Estimated Completion Date	Name of Surety

b. Are there any unresolved claims or lawsuits associated with these projects? If so, state the amount in dispute, parties involved, nature and circumstances of the dispute, and status of the matter on a separate sheet.

9. a. List up to five of the largest jobs you have completed in the last five years which are similar in project work scope to this project. (Attach additional sheets if necessary)

Project Name and Contract Numbers	Owner's Name, Address, Contact Name, Email and Telephone #	Scope of Work Performed	Original and Final Contract Amounts	Original and Final Completion Dates	Names of On-site Project Manager and Superintendent	Name of Surety

b. Are there any unresolved claims or lawsuits associated with these projects? If so, state the amount in dispute, parties involved, nature and circumstances of the dispute, and status of the matter on a separate sheet

Solicitation Provisions

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (SEP 2007)

52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements-Representation. (JAN 2017)

52.204-5 Women-Owned Business (Other Than Small Business). (OCT 2014)

52.204-7 System for Award Management. (OCT 2018)

52.204-8 Annual Representations and Certifications. (MAY 2022)

52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)

52.204-17 Ownership or Control of Offeror (AUG 2020)

52.204-20 Predecessor or Offeror (AUG 2020)

52.204-22 Alternative Line Item Proposal (JAN 2017)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

52.204-26 Covered Telecommunications Equipment or Services-Representation. (OCT 2020)

52.209-5 Certification Regarding Responsibility Matters. (AUG 2020)

52.209-7 Information Regarding Responsibility Matters (OCT 2018)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016)

52.209-13 Violation of Arms Control Treaties or Agreements – Certification (NOV 2021)

52.211-6 Brand Name or Equal. (AUG 1999)

(a) If an item in this solicitation is identified as “brand name or equal,” the purchase description reflects the characteristics and level of quality that will satisfy the Government’s needs. The salient physical, functional, or performance characteristics that “equal” products must meet are specified in the solicitation.

(b) To be considered for award, offers of “equal” products, including “equal” products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this

solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modification the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modification.

(c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

(e) The following items have been identified as a “brand name or equal” product in this solicitation:

ITEM 61701-4500 GUARDRAIL SYSTEM MGS, TYPE 2, CLASS A STEEL POSTS
(STAINED NATINA)
ITEM 61702-1500 TERMINAL SECTION, TYPE MGS TANGENT (STAINED NATINA)
ITEM 25902-0000 SOIL NAIL RETAINING WALL (STAINED NATINA or PERMEON)

Refer to the plans or specifications for the salient physical, function, or performance characteristics for the above referenced items.

(End of provision)

52.214-3 Amendments to Invitations for Bids. (DEC 2016)

52.214-4 False Statements in Bids. (APR 1984)

52.214-5 Submission of Bids. (DEC 2016)

52.214-6 Explanation to Prospective Bidders. (APR 1984)

52.214-7 Late Submissions, Modifications, and Withdrawals of Bids. (NOV 1999)

52.214-18 Preparation of Bids - Construction. (APR 1984)

52.214-19 Contract Award - Sealed Bidding - Construction. (AUG 1996)

52.214-31 Facsimile Bids (DEC 1989)

52.214-34 Submission of Offers in the English Language. (APR 1991)

52.214-35 Submission of Offers in U.S. Currency. (APR 1991)

52.215-5 Facsimile Proposals. (OCT 1997)

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a **FIRM FIXED PRICE** contract resulting from this solicitation.

(End of provision)

52.217-5 Evaluation of Options (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.222-5 Construction Wage Rate Requirements Secondary Site of the Work. (MAY 2014)

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

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

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

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
<i>23.6% - Madera County, California</i>	<i>6.9%</i>

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located

outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

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

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

(1) Name, address, and telephone number of the subcontractor; (2)

Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the covered area is Madera County, California.

(End of provision)

52.222-38 Compliance with Veterans' Employment Reporting Requirements. (FEB 2016)

52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation (DEC 2016)

52.225-12 Notice of Buy American Act Requirement—Construction Materials Under Trade Agreements. (MAY 2014)

**52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan--
Certification. (AUG 2009)**

52.228-1 Bid Guarantee. (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds -

(1) To unsuccessful bidders as soon as practicable after the opening of bids;
and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be twenty (20%) percent of the bid price or \$3,000,000.00, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

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:

***Mr. Joseph Wilson
Contracting Officer
Federal Highway Administration
12300 West Dakota Avenue, Suite 360
Lakewood, Colorado 80228***

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

(End of provision)

52.236-27 Site Visit (Construction). (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

- Contractors are highly encouraged to visit the site as early in the bid period as possible to reduce the likelihood of weather complications. Once a significant snow event occurs, access may not be feasible.
- Access will not be available after October 31st.
- Access must be coordinated with Inyo National Forest staff (info below) at least 5 days in advance:

Keith Dawley
R5 Crosscut Saw Program Manager, Blaster
Acting Recreation Officer
Forest Service
Inyo National Forest, Mammoth Ranger District
p: 760-924-5513
c: 760-937-4459
keith.dawley@usda.gov

(End of provision)

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://www.acquisition.gov/far>

(End of provision)

52.252-3 Alterations in Solicitation. (APR 1984)

Portions of this solicitation are altered as follows:

Included FAR 52.211-6(e)

(End of provision)

Contract Clauses

52.202-1 Definitions. (JUN 2020)

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 (JUN 2020)

52.203-7 Anti-Kickback Procedures. (JUN 2020)

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. (JUN 2020)

52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021)

52.203-14 Display of Hotline Poster(s) (NOV 2021)

(a) *Definition.*

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

General Fraud	https://www.oig.dot.gov/sites/default/files/files/OIG-generic-2.pdf
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(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

- (1) Is for the acquisition of a commercial product or commercial service; or
- (2) Is performed entirely outside the United States.

(End of clause)

52.203-17 Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (JUN 2020)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

52.204-1 Approval of Contract (DEC 1989)

This contract is subject to the written approval of the *Acquisitions Branch Chief* and shall not be binding until so approved.

(End of Clause)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)

52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUN 2020)

52.204-13 System for Award Management Maintenance. (OCT 2018)

52.204-14 Service Contract Reporting Requirements (OCT 2016)

52.204-18 Commercial and Government Entity Code Maintenance (JUN 2020)

52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (NOV 2015)

52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than {Refer to Subsection 108.01 of the SCRs}. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 Liquidated Damages - Construction. (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of (see FP-14 section 108) for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.211-13 Time Extensions. (SEP 2000)

52.211-18 Variation in Estimated Quantity. (APR 1984)

52.214-26 Audit and Records – Sealed Bidding. (JUN 2020)

52.214-27 Price Reduction for Defective Certified Cost or Pricing Data – Modifications – Sealed Bidding. (JUN 2020)

52.214-28 Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding.

(JUN 2020)

52.217-7 Option for Increased Quantity - Separately Priced Line Item. (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 90 days after award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (SEP 2021)

(a) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(b) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes.

☐ Offeror elects to waive the evaluation preference.

(c) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

52.219-8 Utilization of Small Business Concerns (OCT 2018)

52.219-9 Small Business Subcontracting Plan (NOV 2021) - Alternate I (NOV 2016)

52.219-14 Limitations on Subcontracting (SEP 2021)

52.219-16 Liquidated Damages -- Subcontracting Plan (SEP 2021)

52.219-28 Post-Award Small Business Program Rerepresentation. (SEP 2021)

52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)

52.222-3 Convict Labor. (JUN 2003)

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (MAY 2018)

52.222-6 Construction Wage Rate Requirements. (AUG 2018)

52.222-7 Withholding of Funds. (MAY 2014)

52.222-8 Payrolls and Basic Records. (JUL 2021)

52.222-9 Apprentices and Trainees. (JUL 2005)

52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)

52.222-11 Subcontracts (Labor Standards). (MAY 2014)

52.222-12 Contract Termination - Debarment. (MAY 2014)

52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations. (MAY 2014)

52.222-14 Disputes Concerning Labor Standards. (FEB 1988)

52.222-15 Certification of Eligibility. (MAY 2014)

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

52.222-26 Equal Opportunity. (SEP 2016)

52.222-27 Affirmative Action Compliance Requirements for Construction. (APR 2015)

52.222-35 Equal Opportunity for Veterans. (JUN 2020)

- 52.222-36 Affirmative Action for Workers with Disabilities. (JUN 2020)**
- 52.222-37 Employment Reports on Veterans (JUN 2020)**
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)**
- 52.222-50 Combating Trafficking in Persons (NOV 2021)**
- 52.222-54 Employment Eligibility Verification (NOV 2021)**
- 52.222-55 Minimum Wages Under Executive Order 13658 (JAN 2022)**
- 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022)**
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)**
- 52.223-3 Hazardous Material Identification and Material Safety Data. (FEB 2021)**
- 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)**
- 52.223-6 Drug-Free Workplace. (MAY 2001)**
- 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (AUG 2018)**
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (JUN 2020)**
- 52.223-21 Foams (JUN 2016)**
- 52.224-1 Privacy Act Notification. (APR 1984)**
- 52.224-2 Privacy Act. (APR 1984)**
- 52.225-11 Buy American Act - Construction Materials under Trade Agreements (NOV 2021)**

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

Caribbean Basin country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C.40102(4), such as agricultural products and petroleum products.

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

Construction material means an article, material, or supply brought to the construction site by the Contractor or 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.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means-

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

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

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Free Trade Agreement country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet),

castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

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

WTO GPA country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

None

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) 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 restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 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 statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a

domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Cost (Dollars)*</u>
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).]*

(End of Clause)

52.227-1 Authorization and Consent. (JUN 2020)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (JUN 2020)

52.227-4 Patent Indemnity--Construction Contracts. (DEC 2007)

- 52.228-2 Additional Bond Security. (OCT 1997)**
- 52.228-5 Insurance - Work on a Government Installation. (JAN 1997)**
- 52.228-11 Pledges of Assets. (FEB 2021)**
- 52.228-12 Prospective Subcontractor Requests for Bonds. (MAY 2014)**
- 52.228-14 Irrevocable Letter of Credit (Nov 2014)**
- 52.228-15 Performance and Payment Bonds - Construction. (JUN 2020)**
- 52.229-3 Federal, State, and Local Taxes. (FEB 2013)**
- 52.232-5 Payments under Fixed-Price Construction Contracts. (MAY 2014)**
- 52.232-17 Interest. (MAY 2014)**
- 52.232-23 Assignment of Claims. (MAY 2014)**
- 52.232-27 Prompt Payment For Construction Contracts. (JAN 2017)**
- 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (OCT 2018)**
- 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)**
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (NOV 2021)**
- 52.233-1 Disputes. (MAY 2014) - Alternate I (DEC 1991)**
- 52.233-3 Protest after Award. (AUG 1996)**
- 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**
- 52.236-1 Performance of Work by the Contractor (APR 1984)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **thirty (30)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of Clause)

52.236-2 Differing Site Conditions. (APR 1984)

52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)

52.236-4 Physical Data. (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by:

- 1) **GEOTECHNICAL REPORT, March 26, 2021**
- 2) **UTILITY SUMMARY REPORT, August 2022**
- 3) **HYDRAULICS REPORT FOR THE REDS MEADOW ROAD IMPROVEMENTS PROJECT, March 26, 2021**

(b) Weather conditions *Contact National Weather Service* .

(c) Transportation facilities – N/A

(d) DTM/XML file available upon request.

(End of clause)

52.236-5 Material and Workmanship. (APR 1984)

52.236-6 Superintendence by the Contractor. (APR 1984)

52.236-7 Permits and Responsibilities. (NOV 1991)

52.236-8 Other Contracts. (APR 1984)

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)

52.236-10 Operations and Storage Areas. (APR 1984)

52.236-11 Use and Possession Prior to Completion. (APR 1984)

52.236-12 Cleaning Up. (APR 1984)

52.236-13 Accident Prevention. (NOV 1991)

52.236-15 Schedules for Construction Contracts. (APR 1984)

52.236-17 Layout of Work. (APR 1984)

52.236-21 Specifications and Drawings for Construction. (FEB 1997)

52.236-26 Preconstruction Conference. (FEB 1995)

52.242-13 Bankruptcy. (JUL 1995)

52.242-14 Suspension of Work. (APR 1984)

52.243-4 Changes. (JUN 2007)

52.243-6 Change Order Accounting. (APR 1984)

52.244-6 Subcontracts for Commercial Items (JAN 2022)

52.245-1 Government Property (SEP 2021) - Alternate I (APR 2012)

52.245-9 Use and Charges. (APR 2012)

52.246-12 Inspection of Construction. (AUG 1996)

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021)

52.248-3 Value Engineering - Construction. (OCT 2020)

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)

52.252-2 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://www.acquisition.gov/far>

(End of clause)

52.252-4 Alterations in Contract. (APR 1984)

Portions of this contract are altered as follows: **NONE**

(End of clause)

52.253-1 Computer Generated Forms. (JAN 1991)

1252.223-71 Accident and Fire Reporting. (APR 2005)

(a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work which causes:

- (1) A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;
- (2) Damage of \$1,000 or more to Government-owned or leased property, either real or personal;
- (3) Damage of \$1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or
- (4) Damage for which a contract time extension may be requested.

(b) Accident and fire reports required by paragraph (a) above shall be accomplished by the following means:

- (1) Accidents or fires resulting in a death, hospitalization of five or more persons, or destruction of Government-owned or leased property (either real or personal), the total value of which is estimated at \$100,000 or more, shall be reported immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed by telegram or facsimile transmission within 24 hours to the Contracting Officer. Such telegram or facsimile transmission shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.
- (2) Other accident and fire reports required by paragraph (a) above may be reported by the Contractor using a state, private insurance carrier, or Contractor accident report form which provides for the statement of:

(i) The extent of injury; and

(ii) The damage and cause of the accident or fire.

Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours of the occurrence of the accident or fire.

(c) The Contractor shall assure compliance by subcontractors at all tiers with the requirements of this clause.

(End of clause)

1252.223-73 Seat Belt Use Policies and Programs. (APR 2005)

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated

April 16, 1997, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the *Buckle Up America* section of NHTSA's website at

www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees.

NETS is prepared to help with technical assistance, a simple, user friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at www.trafficsafety.org.

(End of clause)

1252.228-73 Notification of Miller Act Payment Bond Protection. (APR 2005)

This notice clause shall be inserted by first tier subcontractors in all their subcontracts and shall contain information pertaining to the surety that provided the payment bond under the prime contract.

(a) The prime contract is subject to the Miller Act, (40 U.S.C. 3131 et al), under which the prime contractor has obtained a payment bond. This payment bond may provide certain unpaid employees, suppliers, and subcontractors a right to sue the bonding surety under the Miller Act for amounts owed for work performed and materials delivery under the prime contract.

(b) Persons believing that they have legal remedies under the Miller Act should consult their legal advisor regarding the proper steps to take to obtain these remedies. This notice clause does not provide any party any rights against the Federal Government, or create any relationship, contractual or otherwise, between the Federal Government and any private party.

(c) The surety which has provided the payment bond under the prime contract is:

**On File with FHWA - Construction
12300 West Dakota Avenue, Suite 210
Lakewood, Colorado 80228**

(End of clause)

1252.242-72 Dissemination of Contract Information. (OCT 1994)

The Contractor shall not publish, permit to be published, or distribute for public

consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

(End of clause)

1252.242-73 Contracting Officer's Technical Representative. (OCT 1994)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

(End of clause)

POST-AWARD EVALUATION OF CONTRACTOR PERFORMANCE

Contractor Performance Evaluations

- a. Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.1502 and TAM 1242.1502. The final performance evaluations will be prepared at the time of completion of work.
- b. The Contractor can elect to review the evaluation and submit additional information or provide a rebuttal statement. The contractor will be permitted 60 calendar days to respond from the date of receipt of the evaluation. Contractor response is voluntary. If the contractor does not respond within 60 days, the Government will presume that the Contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the Contracting Officer, whose decision is final.
- c. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

The Federal Highway Administration utilizes the Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. CPARS hosts a suite of web-enabled applications that are used to document contractor performance information that is required by Federal Regulations. The CPARS module

assesses performance on contracts for Systems, Services, Information Technology, and Operations Support; Architect-Engineer contracts; and Construction contracts. Reference material can be accessed in CPARS.

The registration process requires the Contractor to identify an individual that will serve as a primary contact. This individual will be authorized access to the evaluation for review and comment. In addition, the Contractor is encouraged to identify a secondary contact in the event the primary contact is unavailable to process the evaluation within the required 60 day time period. After the FHWA Focal Point registers the contract in CPARS, the contractor representative will receive a system generated email notifying him/her that the contract is registered. A system generated email will also provide the Contractor with a User ID if the person does not already have a CPARS User ID.

After a performance evaluation has been prepared and is ready for comment, the Contractor representative will receive a system generated email notification that the performance evaluation is electronically available for review and comment. The Contractor representative will receive an automated email whenever an assessment is completed and can subsequently retrieve the completed assessment from CPARS.

Contractors may access evaluations in CPARS for review and comment.

(End of Clause)