STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT

RFP - Engineering, Design and Construction Oversight Services.

Section 1 – Overview and Schedule

*Note* – be sure to read and comprehend this document prior to submitting a proposal.

A. Executive Summary

**MANAGEMENT CONDITION & OBJECTIVES:** The State of New Hampshire, Fish & Game Department (NHFG) is seeking bids from Professional Licensed Engineers for an Engineering Study, Design Services, and Construction Bid Document Preparation, including Contactor Selection Assistance and Construction Oversight for the partial removal and new replacement of an existing stream crossing structure and associated improvements over Sand Brook to one of the forest access roads to Farrar Marsh Wildlife Management Area located at 588 Bog Rd, in Hillsborough, New Hampshire (43.172865, -71.903758).

**MANAGEMENT SUMMARY:** The New Hampshire Fish and Game Department is owner of lands throughout the state referred to as Wildlife Management Areas (WMA). As part of the ongoing management of these lands, NHFG employs habitat improvement projects such as periodic logging, mowing and brush hogging, and brontosaurus or flail-mowing to maintain habitat diversity. One of primary access points to the WMA where this management work takes place, is served by a single access on the southern end of the property over Sand Brook. This limited access is the site of a former 19th century dam and bridge site. The last time the property was logged, sometime in the 90’s, the former stone bridge abutments and stringers were “topped” with a wooden structure that has now since rotted, and is unsafe for anything more than foot traffic. In addition to the historic structures at the crossing, the Farrar Marsh is impounded by a concrete dam located just upstream. Engineering Design Plans for this new crossing will include improvements to the access to and from Bog Road, a class V gravel road, to accommodate full sized tractor trailer truck approaches on and off the new bridge, while making necessary accommodations for high water storm events and seasonal flooding that could cause damage to the new improvements and/or the dam upstream. This design must also take into consideration that no disturbance is allowed to any of the existing historic stonework. NHFG has already chosen to use a rolled girder, modular/component style prefabricated bridge as a practical, functional, durable, long-lived and cost effective replacement structure to address the current degraded bridge. The chosen Engineering Firm will only be responsible for the design of the roadway access approaches and abutments. It is the intent to avoid wetland impacts. If such impacts cannot be avoided, NHFG will be responsible for obtaining the necessary permits. Once the design plans have been finalized, the chosen Engineer will prepare bid documents and construction plans to support a future construction RFP. The Engineer will be available to provide technical assistance and answer questions from bidding contractors, and provide construction oversite and inspection, and keep NHFG apprised of progress. The selected firm will also provide NHFG with a Certificate of Final Completion for their portion of the design elements upon completion and acceptance of the project work.

B. Schedule

The following table provides a Schedule of Events for this RFP through contract finalization and approval. The NHFG Department reserves the right to amend this Schedule at its sole discretion and at any time through a published addendum.
<table>
<thead>
<tr>
<th>RFP Schedule</th>
<th>DATE</th>
<th>EST</th>
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<tbody>
<tr>
<td>RFP posted on Administrative services Website -</td>
<td>8/10/2020</td>
<td></td>
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<tr>
<td>RFP Inquiry Period Ends</td>
<td>8/28/2020</td>
<td>3:00 PM</td>
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<tr>
<td>Final Agency Responses to Proposer Inquiries</td>
<td>9/4/2020</td>
<td>3:00 PM</td>
</tr>
<tr>
<td>Final day to Submit Proposals</td>
<td>9/11/2020</td>
<td>3:00 PM</td>
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<tr>
<td>Estimated review of proposals and grading</td>
<td>9/18/2020</td>
<td></td>
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<tr>
<td>Estimated Notification of Selection</td>
<td>9/21/2020</td>
<td></td>
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<tr>
<td>Estimated Governor &amp; Executive Council review for approval</td>
<td>11/18/2020</td>
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**Section 2 - Description of Agency/Program Issuing the Request for Proposals**

As the guardian of the state's fish, wildlife and marine resources, the New Hampshire Fish and Game Department works in partnership with the public to conserve, manage and protect these resources and their habitats. NHFG’s role is also to inform and educate the public about these resources and provide the public with opportunities to use and appreciate these resources.

**Section 3 – Proposed Scope of Work**

**Work will consist of an Engineering Study, Design Phase, Bid Document Preparation, Contractor Selection and Construction Services as described below:**

a) All work performed under this contract must conform to the New Hampshire Board of Licensure, Code of Administrative Rules for Professional Engineers@ [http://www.nh.gov/jtboard/perules.htm](http://www.nh.gov/jtboard/perules.htm).

b) Perform an Engineering Study of the project area, to include a hydrological analysis of the adjacent watershed. This data will be utilized to develop a design to minimize potential damage to the new bridge and access, historic structures located at the site, including having no adverse effect to the concrete dam structure just upstream of the crossing.

c) Provide wetlands delineation of the project area to include any jurisdictional wetlands and stream top of bank. This work must be completed by a licensed professional, and done according to methods outlined by the NH DES Wetlands Bureau and the Army Corps of Engineers Wetland Delineation Manual (1987).

d) Provide the necessary surveying and mapping to locate existing site conditions, topography and delineated wetlands. This data will be used to develop a complete plan set, including existing conditions plan.

e) Prepare a Complete Design with documentation & plans (electronic and hardcopy) for the removal of the existing wood structure, construction of the new abutments for the replacement structure (replacement structure designed by others), and site improvements necessary to provide adequate access for full length, loaded tractor trailers, to and from the adjacent town road. The preferred abutment for this type of crossing should be based on accepted forest industry standards that utilize concrete waste blocks, or pre-formed block wall materials. The Design must also include safe approaches over the new bridge while avoiding any disturbance to the historic stone structures of the former bridge. The intent is to over top the older structure while making accommodations so as not to further restrict the flow of high water that could damage both the old and new improvements. All improvements must be designed to support heavy commercial grade logging equipment and trucks weighing 100,000 lbs. +/-.
f) Provide technical support to contractors during bid phase for construction. Prepare the necessary bid packages to meet State of NH procurement standards, with review and approval by NHFG, that will be distributed to candidates interested in bidding on the project. This will include a description of general conditions, a full set of design plans in pdf format with technical specifications and construction sequencing and details.

g) Prepare for, coordinate timing and communication of, and attend the mandatory site meeting to discuss the project with interested contractors. Review any bidder inquiries and provide assistance in drafting responses to inquiries.

h) Provide monitoring and inspection of the removal and replacement construction of the Sand Brook stream crossing for compliance to the standards and specifications detailed in the project plans created for the project. Also, observe and confirm construction methods and materials used during construction of the project by the contractor conform and produce the expected and intended result as designed, specified and detailed in project plans.

i) If during monitoring and inspection of project work, it is determined that work does not conform with the design plans and contract documents, such change must meet or exceed the necessary intent of the project concept or the change will be considered not in compliance with project intent and concept of purpose. This must be communicated immediately with NHFG.

j) The Engineer shall report to NHFG (NH Fish & Game staff Eric Pospesil) and the chosen contractor whenever any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents. Occurrence of onsite monitoring during construction will be determined by NHFG based on project flow and work progress from onsite assessments or other communication with the Engineer.

k) The Engineer will coordinate with and conduct periodic inspections, with Eric Pospesil of NHFG, the contractor, and other interested parties deemed necessary by NHFG, based on construction duration, an agreed upon number of site visits prior to the onset of the construction phase of the project.

l) The Engineer will prepare a Certificate of Final Completion of their design element for NHFG upon completion and acceptance of the project work.

**Contract term:**

Contract will be in force upon Governor and Council approval through June 4, 2021. Work must begin and continue on a regular basis no later than one month after the day of approval by Governor and Council.

*Note*: NH Fish & Game intends for the contractor to initiate the Scope of Work of this contract in a consistent and timely manner employing individuals with the ability to provide a quality product. Also, this contract cannot be subcontracted in part or completely to another and must be performed by the successful bidding company or individual recognized as the “Contractor.”
**Payment:**

Payment of up to 25% (thirty three percent) will be made during the contract period upon completion of the initial field survey and wetland delineation.

Payment of up to 40% (thirty three percent) will be made during the contract period at the completion of the Engineering Study, submittal of Final Design Plans and digital media.

Payment of up to 10% (seventeen percent) will be made upon receipt of the bid document packages for the construction phase and close of the inquiry phase for potential contractors.

The balance payment, (25% seventeen percent) by NHFG to the contractor requires receipt of the final bill and acceptance of required fieldwork and documentation/documents in Scope of Work. Payment may be delayed in the event that upon review of completed work it is determined said work is not consistent with the Scope of Work. Payment to be made only when all contract work is completed in accordance with the guidelines set forth, as specified in the Scope of Work with approval of the project administrator.

**Summary:**

Work will consist of wetland delineation, site survey of existing conditions, Engineering Study to consider geomorphological and hydrologic forces that influence site, Design Plans to include improvements to the access from the town road at the stream crossing and to accommodate new bridge designed by others, preparation of bid documents, technical assistance during contractor selection process, and construction oversite during construction phase.

Project administrator (Eric Pospesil, LS) will be responsible for review and acceptance or rejection of work deemed completed as defined in Scope of Work. In case of disagreement relative to the project work under the terms of this contract and agreement, the decision of the Executive Director of Fish & Game shall be final.

Contract will be in force upon Governor and Council approval through June 4, 2021. Work must begin and continue on a regular basis no later than one month after the day of approval by Governor and Council.

**Section 4 – Process for Submitting a Proposal**

**A. Proposal Submission, Deadline, and Location Instructions**

Proposals submitted in response to this RFP must be received by NHFG no later than 3:00 pm on 9/11/2020 as specified in the Schedule section, herein. Proposals may be submitted via email to the point of contact Eric Pospesil, LS at eric.pospesil@wildlife.nh.gov or sent via mail (email preferred)

Proposals mailed must be clearly marked as follows:

State of New Hampshire, Fish and Game Department  
11 Hazen Drive, Concord, NH 03301  
Engineering Services – Farrar Marsh WMA RFP - Eric Pospesil, Land Surveyor

Unless waived as a non-material deviation in accordance with Section 6B, late submissions will not be accepted and will be returned to the proposers unopened. Delivery of the Proposals shall be at the Proposer’s expense.
The time of receipt shall be considered when a Proposal has been officially documented by NHFG, in accordance with its established policies, as having been received at the location designated above. NHFG accepts no responsibility for mislabeled mail or mail that is not delivered or undeliverable for any reason. Any damage that may occur due to shipping shall be the Proposer’s responsibility. All Proposals submitted by mail in response to this RFP must consist of (1) one original clearly identified copy of the Bid Proposal, including all required attachments and the separate sealed cost proposal. If submitting electronically, the sealed bid should be attached as a separate document and include the words, “sealed bid” within the name of the file.

B. Proposal Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the following RFP designated Point of Contact:

TO: Eric Pospesil, LS  eric.pospesil@wildlife.nh.gov – put Engineering Services Farrar Marsh WMA RFP in the subject line. Inquiries must be received by NHFG’s RFP Point of Contact no later than 3:00pm, 8/28/2020, the conclusion of the Proposer Inquiry Period (see Schedule of Events section, herein). Answers to Inquiries will be shared among all interested parties. Inquiries received later than the conclusion of the Proposer Inquiry Period shall not be considered properly submitted and may not be considered.

NHFG intends to issue official responses via email to properly submitted inquiries on or before, 3:00pm, 9/4/2020 the date specified in the Schedule section, herein; however, this date is subject to change at NHFG’s discretion. NHFG may consolidate and/or paraphrase questions for sufficiency and clarity. NHFG may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon NHFG. Official responses by NHFG will be made only in writing by the process described above.

C. Restriction of Contact with Agency Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with NHFG regarding this RFP is forbidden unless first approved by the RFP Point of Contact listed in the Proposal Inquiries section, herein. NHFG employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential contractor during the selection process, unless otherwise authorized by the RFP Point of Contact. Proposers may be disqualified for violating this restriction on communications.

D. Validity of Proposal

Proposals must be valid for ninety (90) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

Section 5 - Content and Requirements for a Proposal

Proposals shall follow the following format and provide the required information set forth below:
A. Table of Contents

B. Company Profile and Qualifications: Please provide an overview of your company, including number of years in business, expertise, local presence, etc. The overview should particularly highlight the company's history and experience performing engineering services similar to those required for this project.

C. Key Personnel: Please provide a short biography on the most important personnel (i.e., the contact person), on the proposed project and the availability of said personnel to be on the job during the duration of the project. The biography should particularly highlight the person’s history and expertise in engineering and providing oversight for similar projects.

D. References: Please provide a phone number and email address of three (3) references for similar projects.

E. Project Plan:

   Project Timeline: Please define each phase of the project, describe how each phase will be completed to meet the standards in the Scope of Work in Section 3, and provide a general schedule to completion (i.e., a timeline).

   Scope of Work: Please explain how you intend to meet the Scope of Work as described in Section 3.

F. Sealed Cost Proposal: Sealed bids will be accepted on a lump sum basis for engineering services as outlined in Section 3, Proposed Scope of Work. Bids should be submitted in an envelope or email separate from the rest of the proposal.

Section 6 – Evaluation of Proposals

A. Criteria for Evaluation and Scoring

If NHFG resolves to make an award, NHFG will issue an “intent to negotiate” notice to a Proposer based on these evaluations. Should NHFG be unable to reach agreement with the selected Proposer during contract discussions, NHFG may then undertake contract discussions with the second preferred Proposer and so on, or the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

Each responsive Proposal will be evaluated and considered with regard to the following criteria:

1. Company Profile and Qualifications – This component will be evaluated on a scale of 1-10 with 10 being most favorable. A 10 will be assigned to the company who appears to be most qualified for this project based on the information provided.

2. Biography of Key Personnel – This component will be evaluated on a scale of 1-10 with 10 being most favorable. A 10 will be assigned to the company whose staff appears to have the most experience with engineering projects in settings similar to that called for in this project.

3. References – This component will be evaluated on a scale of 1-25 with 25 being most favorable. The highest rank will be assigned to the company who provides references most closely aligned with the scope of this project (scored 1-5 with 5 being most favorable) as well as answers received from reference contacts. Each reference will be asked the following questions by NHFG:

   - Did the contractor complete your project on time? (Score 1-5)
   - Was the contractor responsive to inquiries and professional in communications? (Score 1-5)
   - Did completed work meet or exceed your project’s scope of work? (Score 1-5)
   - On a scale of 1-5 with 5 being most favorable, how satisfied were you with your overall experience with this contractor? (Score 1-5)
Scores for each question will be averaged among reference respondents. The total score for this component not to exceed 25 points.

4. Project Plan – This component will be evaluated on a scale of 1-10 with 10 being most favorable. A 10 will be assigned to the company who most clearly defines each phase of the project, describes how each phase will be completed, and provides the most favorable timeline for completion.

5. Cost or bid value – This component will be evaluated on a scale of 1-10 with 10 given to the proposal with the least cost.

The Proposal should be submitted on the most favorable terms which the proposer can offer. **There will be no best and final offer procedure.** The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some, or all, of the Proposal. NHFG reserves the right to reject any or all bids, or any parts thereof, in the best interests of the State.

NHFG will select a Proposer based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Reference checks, to the extent they are utilized by NHFG, will be used to refine and finalize selection.

B. Planned Evaluations

NHFG plans to use the following process:
- Preliminary evaluation of the Proposals;
- Final Evaluation of Technical Proposals and scoring;
- Review of Price Proposals and final scoring;
- Select the Proposer and begin contract negotiation.

NHFG will conduct an initial screening step to verify Proposer compliance with the technical submission requirements set forth in the RFP and the minimum content set forth in Section 5 of this RFP. NHFG may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

C. Technical Scoring of Proposals

NHFG will establish an evaluation team to initially score the technical proposals. This evaluation team will review the technical proposals and give them a score under the guidelines set forth in Section 6. Price proposals will remain sealed during the preliminary technical review.

D. Price Proposal Review

Price proposals will be unsealed and reviewed upon completion of the final technical scoring of proposals. The proposer’s price proposal will be considered with the scoring of the accompanying proposal. Proposers are advised that this is not a low bid award and that the evaluation of the price proposal will be combined with the scoring of the technical proposal to determine and award the contract.

E. No Best and Final Offer

The Proposal should be submitted initially on the most favorable terms which the proposer can offer. There will be no best and final offer procedure. The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or the entire Proposal.
F. **Final Selection**

NHFG will conduct a final selection based on the final evaluation of the initial proposals and begin contract negotiations with the selected Proposer.

G. **Rights of NHFG in Accepting and Evaluating Proposals**

NHFG reserves the right to:

- Make independent investigations in evaluating Proposals;
- Request additional information to clarify elements of a Proposal;
- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in NHFG’s view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and
- Open contract discussions with the second highest scoring Proposer and so on, if NHFG is unable to reach an agreement on Contract terms with the higher scoring Proposer(s).

Section 7 – Terms and Conditions Related To the RFP Process

A. **RFP Addendum**

NHFG reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, NHFG, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

B. **Non-Collusion**

The Proposer’s signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Proposers and without effort to preclude NHFG from obtaining the best possible competitive Proposal.

C. **Property of NHFG**

All material received in response to this RFP shall become the property of the State and will not be returned to the proposer. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

D. **Confidentiality of a Proposal**

Unless required for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer’s disclosure or distribution of Proposals other than to NHFG will be grounds for disqualification.

E. **Public Disclosure**

Pursuant to RSA 21-G: 37, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of proposals, NHFG will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to Governor and Executive Council pursuant to this RFP, NHFG will post the name, rank or score of each proposer. In the event that the
contract does not require Governor and Executive Council approval, NHFG shall disclose the rank or score of the Proposals at least 5 business days before final approval of the contract.

The content of each Proposer’s Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (http://www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this request for proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to NHFG, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as “CONFIDENTIAL”. A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. NHFG will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the contract. NHFG will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

If a request is made to NHFG to view portions of a Proposal that the Proposer has properly and clearly marked confidential, NHFG will notify the Proposer of the request and of the date NHFG plans to release the records. By submitting a Proposal, Proposers agree that in no event shall NHFG be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

F. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit NHFG to award a Contract. NHFG reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

G. Proposal Preparation Cost

By submitting a Proposal, a Proposer agrees that in no event shall NHFG be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

H. Ethical Requirements

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G: 38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for
submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state’s internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

I. Challenges on Form or Process of the RFP

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of NHFG at least ten (10) business days prior to the Proposal Submission Deadline. By submitting a proposal, the Proposer is deemed to have waived any challenges to the form or procedures set forth in this RFP.

Section 8 – Contract Terms and Award

A. Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

B. Award

If the State decides to award a contract as a result of this RFP process, any award is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

C. Standard Contract Terms

NHFG will require the successful bidder to execute a Not to Exceed Price Contract using the Standard Terms and Conditions of the State of New Hampshire.

The Term of the Contract will be from the date of approval through June 4, 2021. The contract term may be extended by an additional term at the sole option of the State, subject to the parties’ prior written agreement on terms and applicable fees for each extended term contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

NHFG may consider modifications of this form during negotiations. To the extent that a Proposer believes that exceptions to the standard form contract will be necessary for the Proposer to enter into the Agreement, the Proposer should note those issues during the Proposer Inquiry Period. NHFG will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If NHFG accepts a Proposer’s exception NHFG will, at the conclusion of the inquiry period, provide notice to all potential proposers of the exceptions which have been accepted and indicate that exception is available to all potential proposers. Any exceptions to the standard form contract that are not raised during the proposer inquiry period are waived. In no event is a Proposer to submit its own standard contract terms and conditions as a replacement for the State’s terms in response to this solicitation.
Section 9 – Supplemental General Conditions

The following supplements modify, change, delete, or add to the General Terms and Conditions. Where any part of the General Conditions is modified or voided by these Sections, the unaltered provisions of that part shall remain in effect.

SC-1 FEDERAL AWARD INFORMATION AND COMPLIANCES FOR FEDERAL ASSISTANCE FUNDED PROJECTS

This contract is funded in part by a grant from the Department of the Interior, U. S. Fish and Wildlife Service. The contractor and all sub-contractors must comply with federal regulation and the following provisions, as applicable:

EQUAL EMPLOYMENT OPPORTUNITY

This federally assisted construction contract is subject to Executive Order 11246, as amended by Executive Order 11375 and Implementing Regulations at 41 CFR Part 60.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access
to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is subject to Executive Orders 12549 and 12689 “Debarment and Suspension.” The contractor must comply with the applicable provisions of the OMB guidance in Sub-part C of 2 CFR Part 180, as adopted by the Department of Interior at 2 CFR Part 1400 Non-procurement Debarment and Suspension. A contract award (see 2 CFR 180.220) cannot be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with 2 CFR 180. Before entering into a covered transaction the contractor must notify the contracting state agency if you know that you or any of your principals are presently excluded or disqualified from participation in federally funded transactions.

Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions
By entering into a contract the contractor certifies, per Subpart C of 2 CFR Part 180, that neither it nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise excluded by any federal department or agency from participating in transactions supported in whole or in part by Federal funds.
Downstream side of historic bridge

Upstream side during high water
Looking upstream at historic dam structure with new concrete dam in background

Looking downstream just above historic dam with stone bridge in background
Bridge approach near NHFG gate off Bog Road