

BUILDING 27, SUITE 3, FORT MISSOULA ROAD MISSOULA, MONTANA 59804 TEL 406.542.2805 NATIONALFORESTS.ORG

# Request for Proposals Forest Wide Vault Toilet Replacement

## Medicine Bow-Routt National Forests and Thunder Basin National Grassland (MBRTB), Colorado and Wyoming

**Background and Statement of Work:** The Great American Outdoor Act (GAOA) established the National Parks and Public Land Legacy Restoration Fund (LRF) to address overdue maintenance needs. Many of the existing toilets on the USFS Medicine Bow Routt National Forest and Thunder Basin National Grassland (MBRTB) are outdated. Replacement will enhance visitor experience and reduce deferred maintenance costs. The National Forest Foundation, in partnership with the USFS MBRTB, are seeking proposals to complete demolition of existing toilets and installation of new toilets, enhancing visitor and recreational experiences on the MBRTB.

### Information Requested

If interested in submitting a bid for this project, please provide a proposal for the above statement of work by providing:

- technical approach
- work experience, including experience with similar projects
- cost
- capacity for this project

Specific requirements are detailed below.

### I. PROJECT OVERVIEW AND REQUIREMENTS

### **General Specifications**

- (a) <u>Description of Work</u> This Request for Proposals is for demolition and installation of single and double vault toilets across Medicine Bow-Routt National Forests and Thunder Basin National Grassland, including the following:
  - 1. Pumping, decommissioning, and removal of 24 single vault toilets and structures and 25 double vault toilets and structures. Crush in place and fill concrete vaults.
  - 2. Delivery, placement, and installation of 49 new vault toilets and structures, including 25 Single Vault and 24 Double Vault toilets and structures.

See Appendix A for specific locations of each toilet for demolition and new toilet installation.

### (b) General Requirements -

- 1. Each site must always have a working toilet throughout the duration of the project.
  - i. The selected contractor will provide a plan and schedule for available toilets per site for the duration of construction.
  - ii. The exceptions to this are toilets required to be placed/replaced in the existing excavated vault hole.
- 2. Open excavated holes will not be left overnight without approval from NFF, and an approved barrier must clearly block public access to the open excavated hole.
- 3. The selected contractor will notify NFF 2 weeks prior to any mobilization, decommissioning, site preparation or installation. Contractor will provide an access plan per site.
- 4. No installation will be allowed on holidays or weekends without prior approval, due to concerns with access and impacts to heavy recreational use sites.
- 5. All equipment shall be cleaned to remove mud/dirt and noxious weeds and inspected prior to mobilization to the USFS sites.

### (c) Requirements for Decommissioning Toilets -

- 1. Each site requires vault to be pumped empty and processed with lye consistent with industry standards for sanitation and remediation prior to decommissioning.
- 2. Old structures and/or vaults must be removed from the USFS site within 5 days of the new toilet being installed.
- 3. Old concrete vaults being crushed in place will be filled in and compacted with native soil 3 inches above ground level the same day vaults are crushed in place.
- 4. The general average vault size is 500 Gallons per hole, although some sites may vary based on location.
- 5. Each site may contain metal and/or plastic features to remove. Variations in site conditions may exist.
- Most of the concrete vaults can be crushed in place. All other materials from decommissioning must be removed and deposited in a proper location off USFS land.

### (d) Requirements for Installation of New Toilets -

- 1. Installation locations will be marked on the ground prior to the contractor's arrival.
- 2. Toilets will be installed per manufacturer's recommendations.
- 3. Before new installations are approved, the contractor must recharge each toilet with 50 gallons of water within 5 days of installation.
- 4. If a hole can't be dug due to bedrock, an alternate location will be assessed.
- 5. All toilet vaults and buildings will be concrete.
- 6. Buildings must be fully accessible.
- 7. Precast concrete buildings shall be delivered in a completed state with minimal fieldwork required to place and complete installation on the site.
- 8. No painting except for touch-up may be completed at the site.
- 9. No concrete work shall be allowed at the site.
- 10. Site approaches shall meet accessibility standards and regulations for a minimum of 6-10 feet based on site conditions (gravel path to entrance of new building).
- 11. The preferred building exterior would have a roof of simulated wood shakes, with board and batten walls with appropriate signage for accessibility and Forest Service Brown, FEDST 20059 in color.

- 12. An additional 4 roll toilet paper holder with a lockable bar will be installed in each unit
- 13. All single vault toilets will have an entry way vestibule to block wind or snow. Substitutions may be made with NFF approval.
- 14. All doors will have the same key lock.
- 15. All restroom signs will be unisex.

The Contractor shall identify what they can supply in terms of materials, labor, equipment, supplies, supervision, quality control, and incidentals required to complete the work described. The Contractor shall perform all work in a safe and conscientious manner.

- (e) Project Locations See Attachment A- Site Locations, and Attachment B- Site Photos
  - 1. Tolilets are located in the following counties
    - i. WY- Albany, Carbon, Converse.
    - ii. CO- Jackson, Routt
- (f) Site Maps- See Attachment A- Site Locations
- (g) Work Schedule Work will occur no earlier than May 1, 2025, and no later than September 1, 2027. Contractor will submit a draft schedule as part of this proposal. This schedule should include a list of factors that will impact timelines such as weather restrictions, recreational use, holidays, seasonal closures.

### Other Project Requirements and Specifications

(a) <u>Utilities</u> – In many locations there will be no or limited sanitation, water, electrical or housing services available. The Contractor shall make its own arrangements for temporary facilities if needed.

### **Insurance Requirements**

Upon selection of the winning bid, the Contractor agrees that it has and shall maintain the following insurance coverage indicated below. The effective date of all coverage shall precede the start of any work.

- a. State minimum workers' compensation insurance coverage for its employees, if any.
- b. Broad form general liability, property damage, and automotive liability insurance in the minimum amount of \$1,000,000 for bodily injury, death, or damage to property of any person and \$2,000,000 for bodily injury, death, or damage to property of more than one person. The Contractor shall name NFF an Additional Named Insured and provide NFF with a certificate of insurance evidencing such coverages, prior to the initiation of the Scope of Services.
- c. If the Scope of Services includes professional services as identified herein, Contractor shall also provide professional errors and omissions liability insurance. Professional services for purposes of this section include, but are not limited to performing architecture, engineering, landscape architecture, land surveying or planning, preparation and signing or stamping of drawings, maps, surveys or

construction specifications, or design and development of computer software, programs or websites by the Contractor or by subcontractors on behalf of the Contractor, for which professional liability insurance would typically be required. The minimum coverage limits required are \$1,000,000 for each claim and \$1,000,000 annual aggregate.

### **Prohibited Telecommunications Services and Equipment**

The Contractor is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216.

### **Payment/Performance Security**

Contractor shall post cash, a letter of credit, bond, or other financial security that is easily convertible into cash in a form acceptable to the NFF, in its sole determination, to assure completion of the work required under any subsequent agreement and payment of all amounts lawfully due to all persons supplying or furnishing to the Contractor or Contractor's subcontractors with labor, laborers, materials, rental machinery, tools or equipment used or to perform the work. Contractors may incorporate required associated costs into mobilization costs or other approved expenses.

- a. Work that is classified as construction in accordance with the Miller Act or Little Miller Act or if required per conditions of the funding source, payment and performance bonding will be required in the full amount of any Agreement. For the purposes of this Request for Proposal, construction is defined as "any contract greater than \$100,000 for the construction, alteration, or repair of any public building or public work where the federal government is the owner", or
- b. If Contractor is not self-performing at least 85% of the total contract value or if the cost of materials is in excess of the larger of \$100,000 or 50% of the contract total, payment and performance bonding will be required in the full amount of the agreement, or
- c. If the value of the agreement is in excess of \$250,000, Contractor will be required to post financial security in a form acceptable to the NFF in the amount of 5% of the total agreement value up to \$250,000 in total financial security.

#### **Federal Exclusion Verification**

The selected Contractor will be required to affirm that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

### **Federal Flowdown Provisions**

Flowdown Requirements: Any Agreement associated with this RFP may be subject to flowdown requirements under associated federal or state funding agreements, which are included and attached as Appendix B.

### II. REQUIRED COMPONENTS

### **Technical Proposal**

Please provide a detailed technical approach to the work described in the Description of Work Section and Appendix A "Site Locations." Please include an overall draft schedule and project plan to complete the demolition and installation for each location. Include toilet specifications for single and double vault toilets.

### **Contractor Qualifications**

- (a) <u>Past Experience</u> Please provide a brief explanation of previous work experience on similar projects with land management agencies.
- (b) <u>References</u> Please provide three professional references that can speak to past performance.

### **Pricing Schedule**

Contractor shall price work according to the schedule below. Prevailing wages are required per conditions of funding sources.

The Pricing Schedule is a general listing of Scope of Work items and may not be fully inclusive of the specified Scope of Work. It is the Contractor's responsibility to separately enumerate all Scope of Work items that are excluded from their Proposal. All work items will be awarded at the discretion of the NFF, as budgetary obligations allow. Note that NFF typically requires a 2-year warranty in the standard service contract for construction projects.

| Ranger<br>District | Location             | Decommission   | Existing<br>Toilet<br>Type | Decommission<br>Unit Cost EA | Installation      | Installation<br>Unit Cost EA |
|--------------------|----------------------|----------------|----------------------------|------------------------------|-------------------|------------------------------|
| Yampa              | Trout<br>Creek RA    | 1 Single Vault | Stick                      |                              | 1 Single<br>Vault |                              |
| Yampa              | Crosho<br>Lake RA    | 1 Double Vault | Stick                      |                              | 1 Single<br>Vault |                              |
| Yampa              | Vaughan<br>Lake      | 1 Single Vault | Stick                      |                              | 1 Single<br>Vault |                              |
| Yampa              | Rock<br>Creek        | 1 Double Vault | Stick                      |                              | 1 Single<br>Vault |                              |
| Yampa              | Yamcolo<br>Reservoir | 1 Single Vault | Stick                      |                              | 1 Single<br>Vault |                              |
| Yampa              | Lynx<br>Pass CG      | 1 Double Vault | Compost                    |                              | 1 Single<br>Vault |                              |
| Parks              | Pines CG             | 1 Double Vault | Romtec                     |                              | 1 Double<br>Vault |                              |

| Ranger<br>District             | Location                     | Decommission    | Existing<br>Toilet<br>Type | Decommission<br>Unit Cost EA | Installation       | Installation<br>Unit Cost EA |
|--------------------------------|------------------------------|-----------------|----------------------------|------------------------------|--------------------|------------------------------|
| Parks                          | Hidden<br>Lakes<br>CG        | 1 Double Vault  | unknown                    |                              | 1 Double<br>Vault  |                              |
| Parks                          | Teal<br>Lake Day<br>Use Area | 1 Single Vault  | Stick                      |                              | 1 Single<br>Vault  |                              |
| Hans<br>Peak/<br>Bears<br>Ears | Dry Lake<br>Trailhead        | 1 Double Vault  | Concrete                   |                              | 1 Double<br>Vault  |                              |
| Hans<br>Peak/<br>Bears<br>Ears | Summit<br>Lake CG            | 2 Double Vaults | Stick                      |                              | 1 Double<br>Vault  |                              |
| Hans<br>Peak/<br>Bears<br>Ears | Dumont<br>Lake<br>Parking    | 2 Double Vaults | Stick                      |                              | 2 Single<br>Vaults |                              |
| Hans<br>Peak/<br>Bears<br>Ears | Hahns<br>Peak<br>Lakes ES    | 1 Double Vault  | Stick/Co<br>mpost          |                              | 1 Double<br>Vault  |                              |
| Hans<br>Peak/<br>Bears<br>Ears | Freeman<br>CG                | 1 Double Vault  | воом                       |                              | 1 Double<br>Vault  |                              |
| Hans<br>Peak/<br>Bears<br>Ears | Dumont<br>Lake CG            | 2 Double Vaults | Stick                      |                              | 1 Double<br>Vault  |                              |
| Hans<br>Peak/<br>Bears<br>Ears | Ferndale<br>Parking          | 1 Double Vault  | Stick                      |                              | 1 Double<br>Vault  |                              |
| Hans<br>Peak/<br>Bears<br>Ears | Seedhou<br>se CG             | 1 Double Vault  | Stick                      |                              | 1 Double<br>Vault  |                              |

| Ranger<br>District             | Location                     | Decommission    | Existing<br>Toilet<br>Type | Decommission<br>Unit Cost EA | Installation   | Installation<br>Unit Cost EA |
|--------------------------------|------------------------------|-----------------|----------------------------|------------------------------|--|------------------------------|
| Hans<br>Peak/<br>Bears<br>Ears | Meadows<br>CG                | 4 Double Vaults | Stick                      |                              | 4 Double<br>Vaults   |                              |
| Laramie                        | Brooklyn<br>Guard<br>Station | NONE            | no<br>building             |                              | 1 Single<br>Vault  |                              |
| Laramie                        | Happy<br>Jack RA             | 1 Double Vault  | 1964<br>concrete           |                              | 1 Double<br>Vault  |                              |
| Laramie                        | Chimney<br>Park TH           | 1 Single Vault  | Stick                      |                              | 1 Single<br>Vault  |                              |
| Laramie                        | Green<br>Rock<br>Parking     | 1 Single Vault  | Stick                      |                              | 1 Single<br>Vault  |                              |
| Laramie                        | North<br>Fork CG             | 3 Single Vaults | Stick                      |                              | 3 Single<br>Vaults   |                              |
| Laramie                        | Rob Roy<br>CG                | 1 Double Vault  | Stick                      |                              | 1 Double<br>Vault  |                              |
| Douglas                        | Esterbroo<br>k CG            | 2 Single Vaults | Romtec                     |                              | 2 Single<br>Vaults   |                              |
| Douglas                        | Campbell<br>Creek<br>CG      | 1 Single Vault  | Romtec                     |                              | 1 Single<br>Vault  |                              |
| Douglas                        | Friend<br>Park CG            | 2 Single Vaults | Romtec                     |                              | 2 Single<br>Vaults   |                              |
| Brush<br>Creek/<br>Hayden      | Mirror<br>Lake<br>Parking    | NONE            | no<br>building             |                              | 1 Double Vault  (This site could involve removal of bedrock. No alternate location available.) |                              |

| Ranger<br>District        | Location                          | Decommission    | Existing<br>Toilet<br>Type | Decommission<br>Unit Cost EA | Installation       | Installation<br>Unit Cost EA |
|---------------------------|-----------------------------------|-----------------|----------------------------|------------------------------|--------------------|------------------------------|
| Brush<br>Creek/<br>Hayden | Silver<br>Lake CG                 | NONE            | no<br>building             |                              | 1 Double<br>Vault  |                              |
| Brush<br>Creek/<br>Hayden | Lake<br>View<br>Parking           | 1 Double Vault  | Romtec                     |                              | 1 Double<br>Vault  |                              |
| Brush<br>Creek/<br>Hayden | Lincoln<br>Park CG                | 2 Single Vaults | 1 Romtec<br>and 1<br>Stick |                              | 1 Double<br>Vault  |                              |
| Brush<br>Creek/<br>Hayden | Hog Park<br>West<br>Parking       | 1 Single Vault  | Stick                      |                              | 1 Double<br>Vault  |                              |
| Brush<br>Creek/<br>Hayden | Hog Park<br>CG                    | 2 Single Vaults | Stick                      |                              | 2 Double<br>Vaults |                              |
| Brush<br>Creek/<br>Hayden | Bow<br>River CG                   | 2 Single Vaults | Romtec                     |                              | 1 Double<br>Vault  |                              |
| Brush<br>Creek/<br>Hayden | Battle<br>Pass<br>CDNST           | 1 Double Vault  | Stick                      |                              | 1 Single<br>Vault  |                              |
| Brush<br>Creek/<br>Hayden | Deep<br>Creek<br>CG               | 2 Single Vaults | Stick                      |                              | 1 Double<br>Vault  |                              |
| Brush<br>Creek/<br>Hayden | French<br>Creek<br>Campgro<br>und | None            | No Toilet                  |                              | 1 Single<br>Vault  |                              |
| Brush<br>Creek/<br>Hayden | Red<br>Mountain                   | 1 Double Vault  |                            |                              | 1 Single<br>Vault  |                              |
| Brush<br>Creek/<br>Hayden | Routt<br>Access                   | 1 Single Vault  | Romtec                     |                              | 1 Single<br>Vault  |                              |
| Brush<br>Creek/<br>Hayden | Sandston<br>e Work<br>Center      | NONE            | No Toilet                  |                              | 1 Single<br>Vault  |                              |
|                           |                                   |                 |                            |                              | Total Bid:         |                              |

### III. SUBMISSION, EVALUATION, AND CONTACTS

#### **Contractor Selection Process**

This is a request for proposals only and bids furnished are not offers from the National Forest Foundation. This request does not commit the National Forest Foundation to pay any costs incurred in the preparation or submission of the proposal or to contract for supplies or services.

The NFF will use the Evaluation Factors below to review each submitted bid. Based on the outcomes of that selection process, the NFF will notify successful and unsuccessful bidders by December 13, 2024 and will prepare a separate contract document.

### **Evaluation Factors and Relative Importance**

The following criteria will be used in the evaluation of submitted proposals, ordered from highest weighting (level 3) to lowest weighting (level 1).

### Level 3 Criteria

- Price / cost
- Equipment and contractor capability
- Timing of when contractor can begin and/or finish the project
- Past performance, references, and USFS feedback

#### Level 2 Criteria

- Technical proposal / proposed approach to project
- Overall strategic benefits to meeting NFF goals and grant needs, requirements, and timelines

### Level 1 Criteria

- Benefits to the local community
- Relationship to local community

#### **Point of Contact**

Please submit any questions about the project in writing to the Point of Contact.

#### Jim Fried

National Forest Foundation
Medicine Bow Routt National Forest Program Coordinator
Jfried@nationalforests.org

Responses will be shared with known interested parties by email or otherwise posted at https://www.nationalforests.org/rfp.

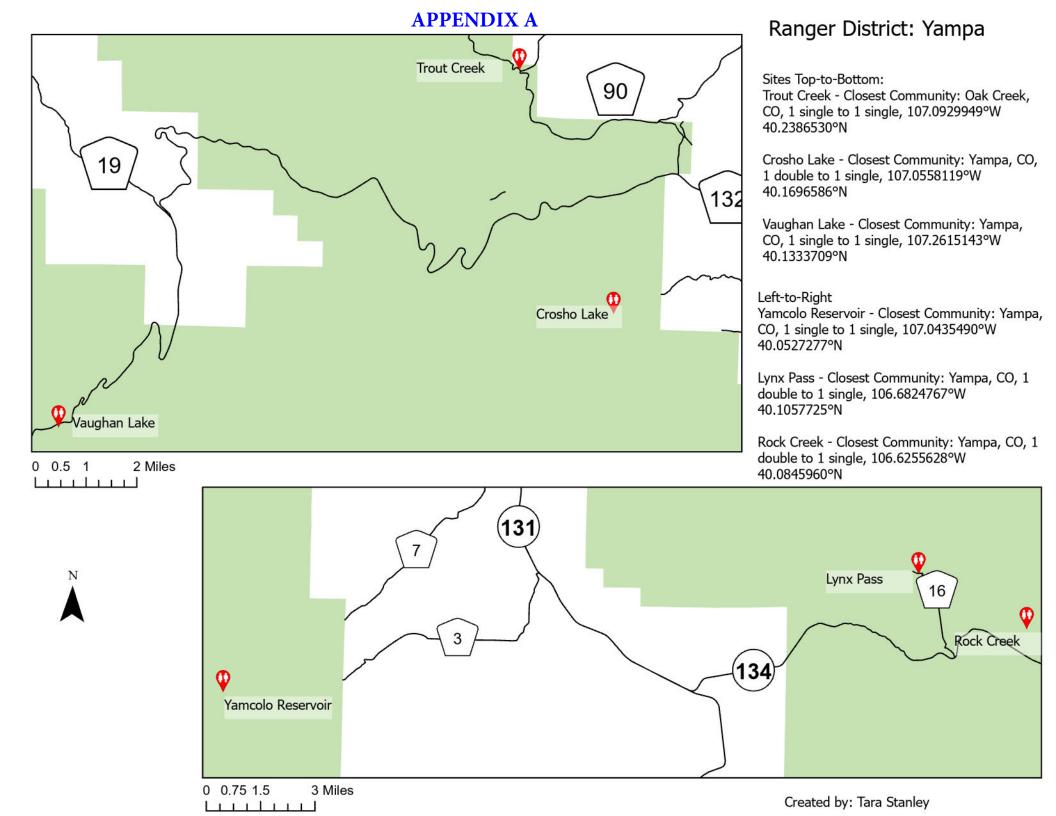
#### **Bid Submission**

Submit bids via email to Jfried@nationalforests.org by December 6, 2024.

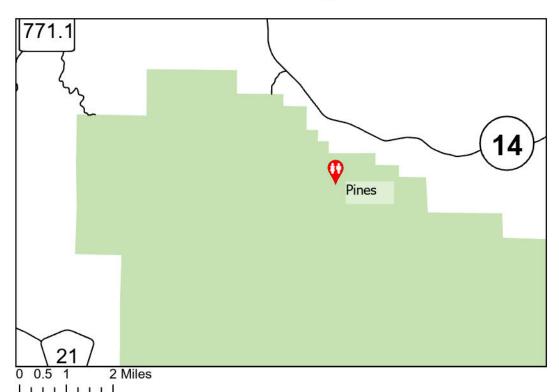
A **Pre-Bid Information Session** will be held on November 15, 2024 – weather permitting. We will travel to 2-4 locations in the Snowy Range Mountains starting from the Laramie Ranger District. To RSVP, please contact Jim Fried.

### **Equal Opportunity Provider**

In accordance with Federal law and U.S. Department of Agriculture policy, the National Forest Foundation is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability.

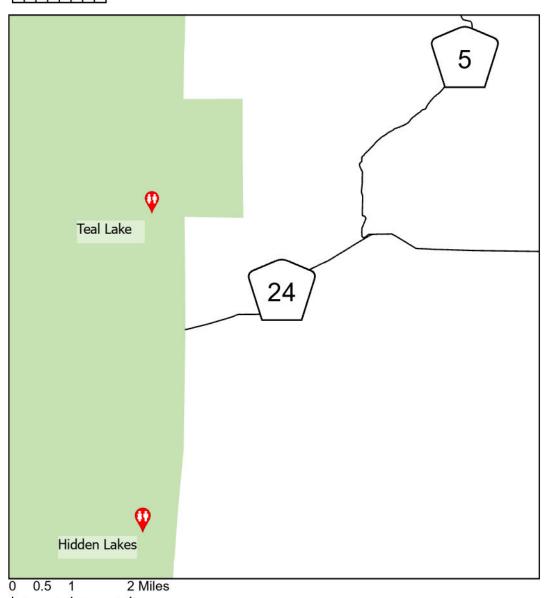


### Ranger District: Parks





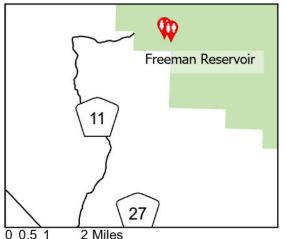
Pines - Closest Community: Walden, CO, 1 double to 1 double, 106.6255628°W 40.0845960°N



Teal Lake- Closest Community: Walden, CO, 1 single to 1 single, 106.6073271°W 40.5852742°N

Hidden Lakes - Closest Community: Walden, CO, 1 double to 1 double, 106.6083957°W 40.5068312°N

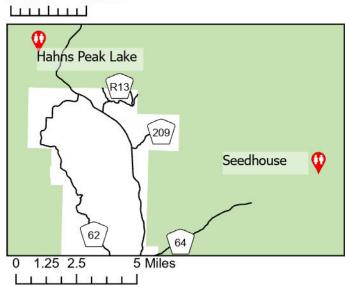
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### Ranger District: Hahns Peak/Bears Ears



Freeman Reservoir – Closest Community: Craig, CO, 2 double to 1 double, 107.4226565°W 40.7629004°N, 107.4192873°W 40.7617777°N

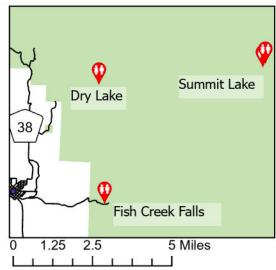


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### Left-to-Right

Hahns Peak Lake - Closest City: Steamboat Springs, CO, 1 double to 1 double, 106.9956970°W 40.8400164°N

Seedhouse - Closest City: Steamboat Springs, CO, 1 double to 1 double, 106.7728616°W 40.7708709°N

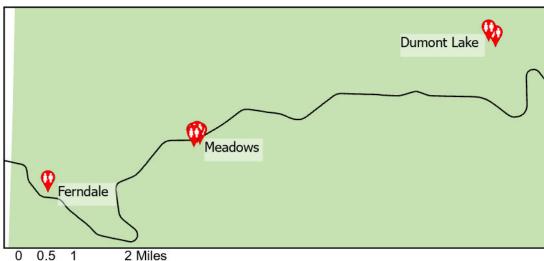


### Left-to-Right

Dry Lake – Closest City: Steamboat Springs, CO, 1 double to 1 double, 106.7821895°W, 40.5360223°N

Fish Creek Falls – Closest City: Steamboat Springs, CO, 1 double to 1 double, 106.7773841°W 40.4816015°N

Summit Lake – Closest City: Steamboat Springs, CO, 2 double to 1 double, 106.6843178°W 40.5454127°N, 106.6827863°W 40.5470655°N



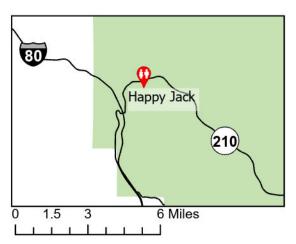
### Top-to-Bottom

Dumont Lake – Closest City: Steamboat Springs, CO, 2 double to 2 single, 106.6233703°W 40.4034159°N, 106.6209692°W 40.4019542°N

Meadows – Closest City: Steamboat Springs, CO, 4 double to 4 double, 106.7249098°W 40.3746986°N, 106.7226608°W 40.3747007°N, 106.7236460°W 40.3750823°N, 106.7247113°W 40.3739449°N

Ferndale – Closest City: Steamboat Springs, CO, 1 double to 1 double, 106.7749301°W 40.3612218°N

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Happy Jack – Closest City: Laramie, WY, 1 double to 1 double, 105.4215914°W 41.2545762°N

### Ranger District: Laramie



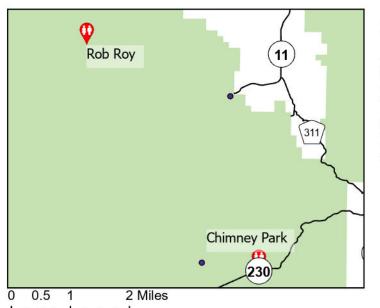


### Left-to-Right

Brooklyn Guard Station – Closest Community: Centennial, WY, install 1 single, 106.2445323°W 41.3640781°N

Green Rock – Closest Community: Centennial, WY, 1 single to 1 single, 106.2166413°W 41.3484559°N

North Fork – Closest Community: Centennial, WY, 3 single to 3 single, 106.1732702°W 41.3617628°N, 106.1692172°W 41.3560213°N, 106.1696304°W 41.3570664°N



### Left-to-Right

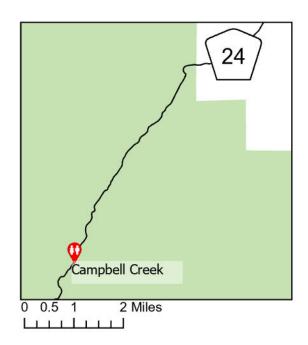
Rob Roy – Closest Community: Albany, WY, 1 double to 1 double, 106.2505139°W 41.2149239°N

Chimney Park – Closest Community: Fox Park, WY, 1 single to 1 single, 106.1051143°W 41.0739595°N

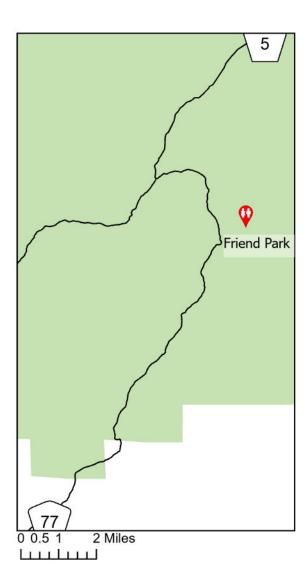
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### Ranger District: Douglas

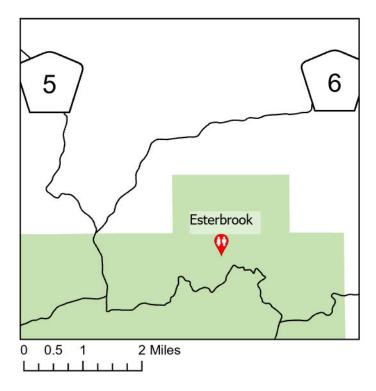




Campbell Creek – Closest City: Douglas, WY, 1 single to 1 single, 105.8358416°W 42.4549835°N



Friend Park - Closest City: Douglas, WY, 2 singles to 2 singles 105.4846119°W 42.2562093°N



Esterbrook – Closest Community: Esterbrook, WY, 2 single to 2 single, 105.3243953°W 42.4254878°N



### 0 1.5 3 6 Miles

### Left-to-Right

Sandstone – Closest Community: Encampment, WY, install 1 single, 107.1722500°W 41.1113837°N

Battle Pass - Closest Community: Encampment, WY, 1 double to 1 double, 106.9818277°W 41.1560643°N

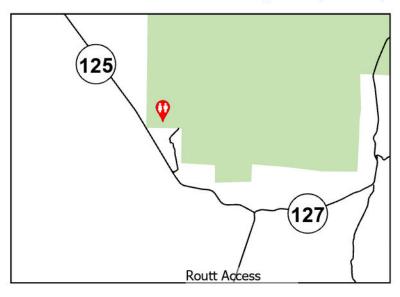
Red Mountain - Closest Community: Encampment, WY, 1 double to 1 single, 106.9806052°W 41.1531885°N

Lake View - Closest Community: Encampment, WY, 1 double to 1 double, 106.8689587°W 41.0235464°N

Hog Park - Closest Community: Encampment, WY, 2 single to 2 double, 106.8639114°W 41.0267943°N, 106.8630250°W 41.0258088°N

Hog Park - Closest Community: Encampment, WY, 1 single to 1 double, 106.8616115°W 41.0263676°N

### Ranger District: Brush Creek - Hayden (1 of 2)



0 1 2 4 Miles

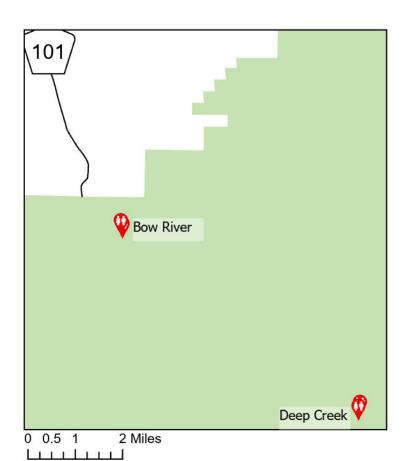
Routt Access - Closest Community: Walden, CO, 1 single to 1 double, 106.3432353°W 40.9520110°N



0 1 2 4 Miles

Routt Access - Closest Community: Encampment, CO, install 1 single, 106.4812346°W 41.2299703°N





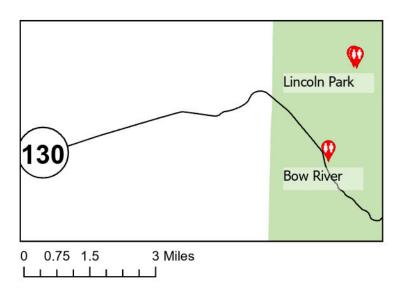
# Ranger District: Brush Creek - Hayden (2 of 2)



### Top-to-Bottom

Bow River - Closest Community: Arlington, WY, 2 single to 1 double, 106.3711842°W 41.5139530°N, 106.3704835°W 41.5129210°N

Deep Creek - Closest Community: Arlington, WY, 2 single to 1 double, 106.2726036°W 41.4594224°N, 106.2731443°W 41.4582590°N



### Top-to-Bottom

Lincoln Park - Closest Community: Saratoga WY, 2 single to 1 double, 106.5144435°W 41.3740341°N, 106.5131787°W 41.3737355°N

Bow River – Closest Community: Saratoga WY, 1 single to 1 double, 106.5248431°W 41.3426791°N

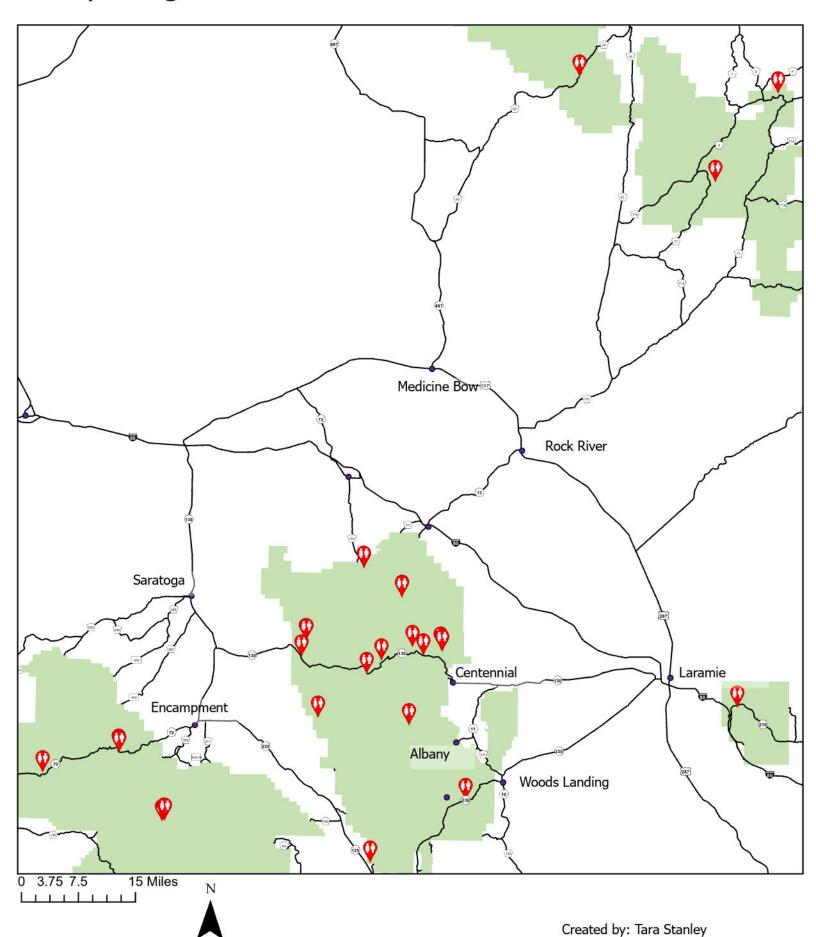


### Top-to-Bottom

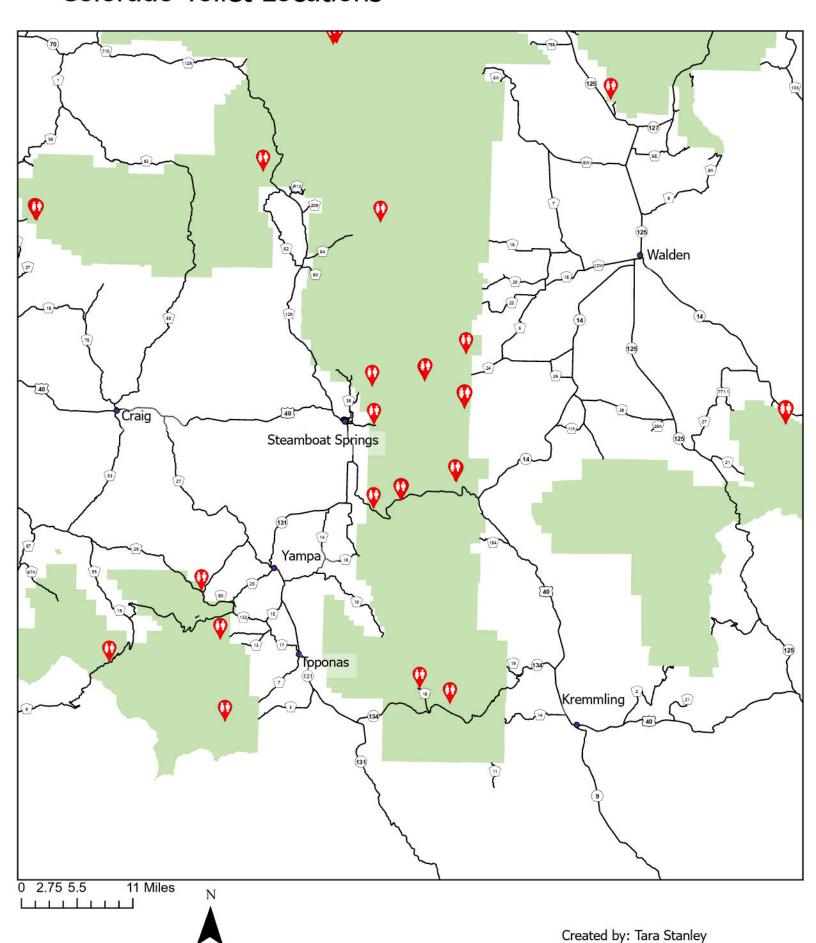
Mirror Lake - Closest Community: Centennial, WY, install 1 double, 106.3224898°W 41.3376130°N

Silver Lake – Closest Community: Centennial, WY, install 1 double, 106.3593730°W 41.3115148°N

## **Wyoming Toilet Locations**



### **Colorado Toilet Locations**



### Appendix B Flowdown Provisions

NFF Funding Code: 1593110

NFF Funding Name: CCS Forest Wide Vault Toilet Replacement

Funder Agreement ID: 23-CS-11020600-021

### DAVIS BACON WAGES FOR CONSTRUCTION.

Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the "Davis-Bacon Act").

### U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA.

Award Recipient or Contractor shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

#### COPYRIGHTING.

Award Recipient or Contractor is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement. No original text or graphics produced and submitted by the U.S. Forest Service must be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

### This provision includes:

- The copyright in any work developed by Award Recipient or Contractor under this agreement.
- Any right of copyright to which Award Recipient or Contractor purchase(s) ownership with any Federal contributions.

#### PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS.

All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them

from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

- 2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- 3. The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- 4. If the Government determines that the recipient is not in compliance with this award provision, it:
  - a. Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
  - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.