

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO.  W9136423B0002	2. TYPE OF SOLICITATION <input checked="checked" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED  01-Feb-2023	PAGE OF PAGES  1 OF 86
<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.  SEE SCHEDULE		6. PROJECT NO.	
7. ISSUED BY  USPFO FOR OHIO 2825 WEST DUBLIN-GRANVILLE ROAD COLUMBUS OH 432352788  TEL: FAX:		CODE W91364	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>  TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME AMANDA L BRITTON		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 614-336-4390		
<b>SOLICITATION</b>					
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i>  Project Title: UTES 2 BAY Project Location: Camp James A. Garfield Joint Military Training Center, Trumbull County, Ohio  The purpose of this project is to construct an approximately 6,480 square foot addition, with two drive-through work bays, to an existing Unit Training Equipment Site (UTES) vehicle maintenance facility. The addition shall be a pre-engineered metal building with metal exterior roof and wall panels to match the existing facility. In addition to the base work described above, the solicitation includes nine Options.  This project is a 100% total set aside for Small Businesses. The North American Industry Classification (NAICS) Code is 236220, with a size standard of \$45,000,000.00. The magnitude of construction is between \$1,000,000 and \$5,000,000 including all options.					
11. The Contractor shall begin performance within <u>30</u> calendar days and complete it within <u>365</u> calendar days after receiving <input type="checkbox"/> award, <input checked="checked" type="checkbox"/> notice to proceed. This performance period is <input checked="checked" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See 52.211-10 _____.)					
12 A. 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="checked" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS  10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>11:00 AM</u> (hour) local time <u>09 Mar 2023</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="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>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

<b>SOLICITATION, OFFER, AND AWARD (Continued)</b> <i>(Construction, Alteration, or Repair)</i>										
<b>OFFER (Must be fully completed by offeror)</b>										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>					
CODE                      FACILITY CODE					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>  <b>See Item 14</b>					
					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 within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>					
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
<b>19. ACKNOWLEDGMENT OF AMENDMENTS</b> <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE		
<b>AWARD (To be completed by Government)</b>										
21. ITEMS ACCEPTED:										
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				<b>ITEM</b>	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. 253(c)					
26. ADMINISTERED BY			CODE		27. PAYMENT WILL BE MADE BY:                      CODE					
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions 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 or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>					
30B. SIGNATURE			30C. DATE		TEL:    EMAIL:			31B. UNITED STATES OF AMERICA BY		
								31C. AWARD DATE		

Section 00 01 10 - Table of Contents

**TABLE OF CONTENTS**

**CONSTRUCTION SOLICITATION SF 1442**

SECTION 00 01 10 - TABLE OF CONTENTS

SECTION 00 01 10 - NOTES

SECTION 00 10 00 - SOLICITATION

- CLINS

- DELIVERY

SECTION 00 21 00 - INSTRUCTIONS, CONDITIONS, AND NOTICES

SECTION 00 45 00 - REPS AND CERTS

SECTION 00 70 00 - CONDITIONS OF CONTRACT

SECTION 00 72 00 - GENERAL CONDITIONS

SECTION 01 00 00 - GENERAL REQUIREMENTS

ATTACHMENT 1 - SUMMARY OF WORK

ATTACHMENT 2 - SPECIFICATIONS

ATTACHMENT 3 - DRAWINGS

ATTACHMENT 4 - MATERIAL SUBMITTAL LOG

ATTACHMENT 5 - RFI (FORMAL REQUEST FOR INFORMATION FORM)

NOTES

**NOTES**

1. All information relating to this IFB, including pertinent changes/amendments and information will be posted on web site: <http://www.SAM.gov>. For security reasons, all potential offerors, plan rooms and printing companies are required to be registered in the GSA System for Award Management (SAM) database. Firms can register via the SAM internet site at <https://www.sam.gov/portal/public/SAM/>. Interested bidders are required to submit their representations and certifications at the same site.

2. Bids shall be hand delivered to the Bid Opening. Facsimile transmission of bids is not authorized. Electronic submission of bids is not authorized.

3. A complete bid package shall contain the following:

**(a) Bid, Standard Form (SF) 1442 – signed. When completing the “Offer” portion of the SF 1442 (Blocks 14 - 16), an official having the authority to contractually bind the company must sign the SF 1442 in accordance with FAR 4.102. One copy of the SF 1442 is required to have an original signature.**

**(b) Line Items - all items must be priced**

**(c) All amendments to the solicitation must be signed and acknowledged.**

**(d) A Bid Bond and Power of Attorney is required along with the bid on the due date. The bid bond must be on Standard Form (SF) 24. Rejection of a bid bond shall be in accordance with FAR 28.101-4 (Deviation 2020-O00016) - Noncompliance with bid guarantee requirements.**

(e) Bidder must have entered current and complete data within the past year in Online Representations and Certifications at <https://sam.gov/> (SAM).

(f) Mark the front of the bid envelope with: "W91364-23-B-0002" and the name of the bidder. See Block 13 for required number of copies.

4. Joint Venture Requirements - Bidders wishing to propose as a joint venture must submit, with the Pro Forma documents, an executed copy of the joint venture agreement. The joint venture agreement shall be executed in accordance with FAR 4.102(d). Each joint venture partner shall submit evidence satisfactory to the Contracting Officer that its Board of Directors has approved its participation in the joint venture or by an instrument of similarly binding character in the case of an unincorporated entity. Bidders are reminded that to obtain an award the awardee, to include a joint venture, must be registered in the System for Award Management (SAM) database. Applicable to set-aside solicitations: Joint Ventures must meet applicable size standards (See FAR Subpart 19.1). Submit with the proposal any size determination for the Joint Venture entity received from the Small Business Administration. A Joint Venture where-in one party is not a small business may be referred to the Small Business Administration (IAW FAR 19.302 (b)) to determine eligibility. All questions regarding Joint Ventures must be directed to the Small Business Administration (SBA) and not the Contracting Officer.

W9136423B0002

Section 00 10 00 - Solicitation

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Job		
	BASE BID - UTES 2 BAY CONSTRUCTION FFP The Base Bid includes all labor, materials and equipment to construct a 6,480 SF addition with two drive-thru work bays to the existing Unit Training Equipment Site (UTES) vehicle maintenance facility. The addition will be a pre-engineered metal building with metal exterior roof and wall panels to match the existing facility. See attached Statement of Work for complete information. FOB: Destination PURCHASE REQUEST NUMBER: 0011355152-0011 PSC CD: Y1EB				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Job		
	BASE BID - UTES 2 BAY CONSTRUCTION FFP The Base Bid includes all labor, materials and equipment to construct a 6,480 SF addition with two drive-thru work bays to the existing Unit Training Equipment Site (UTES) vehicle maintenance facility. The addition will be a pre-engineered metal building with metal exterior roof and wall panels to match the existing facility. See attached Statement of Work for complete information. FOB: Destination PURCHASE REQUEST NUMBER: 0011355152-0011 PSC CD: Y1EB				

---

NET AMT

W9136423B0002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Job		
OPTION	Option 1: Upgrade Existing Bays Vehicle FFP Upgrade existing bays vehicle Exhaust. See mechanical drawings for information.  FOB: Destination PURCHASE REQUEST NUMBER: 0011355152-0011 PSC CD: Y1EB				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Job		
OPTION	Option 1: Upgrade Existing Bays Vehicle FFP Upgrade existing bays vehicle Exhaust. See mechanical drawings for information.  FOB: Destination PURCHASE REQUEST NUMBER: 0011355152-0011 PSC CD: Y1EB				
					<hr/>
NET AMT					

W9136423B0002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Job		
OPTION	Option 2: Electrical Service Upgrade FFP Provide and install Wiring, panels, and Outlets as shown on drawings. See Division 26 in specifications.  FOB: Destination PURCHASE REQUEST NUMBER: 0011355152-0011 PSC CD: Y1EB				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Job		
OPTION	Option 2: Electrical Service Upgrade FFP Provide and install Wiring, panels, and Outlets as shown on drawings. See Division 26 in specifications.  FOB: Destination PURCHASE REQUEST NUMBER: 0011355152-0011 PSC CD: Y1EB				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Job		
OPTION	Option 3: Add'l Lightning Protectio FFP Provide and install Lightning Protection System for the existing buildings. See electrical drawings.  FOB: Destination PURCHASE REQUEST NUMBER: 0011355152-0011 PSC CD: Y1EB				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Job		
OPTION	Option 3: Add'l Lightning Protectio FFP Provide and install Lightning Protection System for the existing buildings. See electrical drawings.  FOB: Destination PURCHASE REQUEST NUMBER: 0011355152-0011 PSC CD: Y1EB				

---

NET AMT



W9136423B0002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Job		
OPTION	Option 4: Ceiling Mntd Circulation Fans FFP Provide and install Ceiling Mounted Circulation Fans in locations shown in Drawings. See mechanical drawings for fan locations. See mechanical specifications for fan information.  FOB: Destination PURCHASE REQUEST NUMBER: 0011355152-0011 PSC CD: Y1EB				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Job		
OPTION	Option 4: Ceiling Mntd Circulation Fans FFP Provide and install Ceiling Mounted Circulation Fans in locations shown in Drawings. See mechanical drawings for fan locations. See mechanical specifications for fan information.  FOB: Destination PURCHASE REQUEST NUMBER: 0011355152-0011 PSC CD: Y1EB				

---

NET AMT

W9136423B0002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Job		
OPTION	Option 5: Floor Utility Trenches FFP Provide and install 8 floor utility trenches at locations indicated on the drawings. See architectural drawings for utility detail and information.  FOB: Destination PURCHASE REQUEST NUMBER: 0011355152-0011 PSC CD: Y1EB				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Job		
OPTION	Option 5: Floor Utility Trenches FFP Provide and install 8 floor utility trenches at locations indicated on the drawings. See architectural drawings for utility detail and information.  FOB: Destination PURCHASE REQUEST NUMBER: 0011355152-0011 PSC CD: Y1EB				
NET AMT					

W9136423B0002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Job		
OPTION	Option 6: Plumbing Fixtures / Upgrades FFP Provide end install a semi- circular wash basin in wall mounted lavatory. Provide and install a water cooler (w/ bottle Alling). See plumbing drawings and specifications.  FOB: Destination PURCHASE REQUEST NUMBER: 0011355152-0011 PSC CD: Y1EB				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Job		
OPTION	Option 7: Bridge Crane FFP Provide and install a 30 tons capacity bridge crane at designated crane beam support. See Structural and drawings for crane support. See architectural drawings for crane information. See specification 412213.13.  FOB: Destination PURCHASE REQUEST NUMBER: 0011355152-0010 PSC CD: Y1EB				

---

NET AMT

W9136423B0002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Job		
OPTION	Option 8: Trench Between Bays FFP Provide and install a trench drain between existing bay and addition bay. See Drawings and Specification for drain location, details, capacity and additional information.  FOB: Destination PSC CD: Y1EB				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Job		
OPTION	Option 9: Concrete Parking FFP Replace Base Bid Gravel in CLIN 0001 with 8" Reinforced Concrete Pavement on 10-inch aggregate base. See Civil Drawings for location, details and additional information.  FOB: Destination PSC CD: Y1EB				
NET AMT					

#### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
------	---------------	----------	-----------------	------------------

W9136423B0002

0001	POP 04-MAY-2023 TO 03-MAY-2024	N/A	W8BR OHARNG ELEMENT, JF HQ ARNG STAFF ELEMENT, JOINT FORCE HEA 3990 EAST BROAD STREET BLDG 5 COLUMBUS OH 43213-1152 614-336-7235 FOB: Destination	W917DP
0002	POP 04-MAY-2023 TO 03-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W917DP
0003	POP 04-MAY-2023 TO 03-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W917DP
0004	POP 04-MAY-2023 TO 03-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W917DP
0005	POP 04-MAY-2023 TO 03-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W917DP
0006	POP 04-MAY-2023 TO 03-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W917DP
0007	POP 04-MAY-2023 TO 03-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W917DP
0008	POP 04-MAY-2023 TO 03-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W917DP
0009	POP 04-MAY-2023 TO 03-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W917DP
0010	POP 04-MAY-2023 TO 03-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W917DP

#### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 04-MAY-2023 TO 03-MAY-2024	N/A	W8BR OHARNG ELEMENT, JF HQ ARNG STAFF ELEMENT, JOINT FORCE HEA 3990 EAST BROAD STREET BLDG 5 COLUMBUS OH 43213-1152 614-336-7235 FOB: Destination	W917DP

W9136423B0002

0002	POP 04-MAY-2023 TO 03-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W917DP
0003	POP 04-MAY-2023 TO 03-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W917DP
0004	POP 04-MAY-2023 TO 03-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W917DP
0005	POP 04-MAY-2023 TO 03-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W917DP
0006	POP 04-MAY-2023 TO 03-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W917DP
0007	POP 04-MAY-2023 TO 03-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W917DP
0008	POP 04-MAY-2023 TO 03-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W917DP
0009	POP 04-MAY-2023 TO 03-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W917DP
0010	POP 04-MAY-2023 TO 03-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W917DP

Section 00 21 00 - Instructions

INSTRUCTIONS

Section 00 21 00 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. SCOPE

1.1. You are invited to submit a proposal in response to our Invitation for Bid (IFB), W91364-23-B-0002 for Project No. 390321 at Camp James A. Garfield Joint Military Training Center (CJAG) in Ravenna, Ohio. As a result of this solicitation, the Government intends to award a Firm Fixed Price (FFP) contract resulting from this IFB to the responsible bidder whose bid, conforming to the IFB, is the most advantageous to the Government, considering only price.

1.2. This solicitation is set-aside 100% for small businesses.

2. NOTICE OF SITE VISIT

2.1. A visit is scheduled to be conducted on the date and time specified below in Clause 52.236-27 Site Visit (Construction). Interested bidders are highly encouraged to attend the site visit.

2.2. Due to security conditions, all bidders must register to attend the site visit. Attendees shall register by calling Grant Stoner at 614-336-6580 or sending a request to Grant.M.Stoner.mil@army.mil. Email the following information for all attendees: Attendees Name, last four digits of Last Four Digits of Social Security number, Last Four Digits of Social Security number, driver's license number, State of issuance and expiration date, date of birth, citizenship.

2.3. This information must be provided in advance, not later than two business days prior to the meeting, to ensure access to the military base and ensure adequate seating for the conference attendees. Even if you have access to the base you must register to ensure adequate seating. The furnishing of the above information is voluntary; however, your failure to furnish all or part of the requested information may result in the Government's denial of your access to the pre-proposal conference. This information will be provided to the Base Security Forces who will authorize your entrance to the site.

2.4. Visitors ~~must pick up their passes at the Installation's Main Entry Gate prior to arrival. You will~~ **maybe** required to present the following information upon arrival: (1) Vehicle Registration, (2) Valid Driver's License, (3) Proof of Insurance for Vehicle, and/or (4) Safety Inspection and Car Rental agreement if applicable. Any of the above information furnished by you is protected under the Privacy Act and shall not be released unless permitted by law and/or you have consented to such.

2.5 Attendees for the site visit ***should arrive 30 minutes prior to the scheduled time in the Parking lot Southwest of the East Gate. For the bid opening attendees***

should arrive at the installation main gate at least 30 minutes prior to the scheduled time to ensure access prior to the meeting start. All visitors for **SiteVisit**/pre-bid meeting will be escorted from the ~~Main~~ **East** gate to the conference location and / or the project site. Attendees are not permitted to drive their own vehicles on base.

2.6. Information provided at this site visit shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.

2.7. A record of the conference shall be made and furnished to all prospective offerors via posting to SAM.gov. The record will include minutes of the meeting, including questions (on a non-attribution basis) and answers.

### 3. FORMAL COMMUNICATION, OFFEROR EXPLANATIONS

3.1. Submit all questions via email to the contracting office at the address shown below. Do NOT contact the A-E or Engineering personnel directly. Doing so will only delay the response to your question. Inquiries shall be submitted via email to the contracting officer and contracting specialist at James.Andrews.28@us.af.mil and Amanda.L.Britton4.civ@army.mil. and shall include the following information:

Subject Line: Questions Regarding IFB No. W91364-23-B-0002

Email: \_\_\_\_\_

Date of Proposal Inquiry:

From: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

Proposal Inquiry: Be specific as to part of solicitation you are questioning.

3.2. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, or proposals, drawings, specifications, etc. must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offer.

3.3. The Contracting Officer reserves the right to address questions received after the fifth day prior to solicitation closing with those offers deemed compliant and/or in the



competitive range after closing. All questions and requests for information (RFI) must be received NOT LATER THAN the fifth working day prior to closing and will be posted not later than two working days prior to closing. OFFERORS ARE STRONGLY ENCOURAGED TO SUBMIT QUESTIONS EARLY IN THIS PROCESS. An RFI template attached in SAM for your convenience.

3.4. Any interpretations made will be in the form of an amendment of the solicitation, drawings, specifications, etc., and will be furnished to all prospective offerors via posting to <https://www.sam.gov>.

3.4.1. Receipt by the offeror must be acknowledged in the space provided on the SF 1442 or by returning a signed copy of the amendment by the time set for receipt of proposals. Explanations or instructions given in a form other than an amendment to the solicitation shall not be binding. Questions (on a non-attribution basis) and answers shall be furnished to all prospective offerors via the web site.

3.4.2. For security reasons, all technical and engineering data related to this solicitation will be distributed using the <https://www.sam.gov>. Sam.gov is a web-based dissemination tool designed to safeguard acquisition-related information for all Federal agencies. Plans and specifications are uploaded and require Contractors to request explicit access from the Contracting Officer.

3.5. Interested offerors must be registered in the System for Award Management (SAM). To register go to: [www.sam.gov](http://www.sam.gov). You will need your DUNS number to register. Instructions for registering are on the web page. (Please note the registration for access to the secure site takes approximately 15 business days, so plan accordingly.)

#### 4. AMENDMENTS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS

4.1. The right is reserved, as the interest of the Government may require, to revise or amend, the specifications or drawings or both prior to and/or after the date set for bid opening as necessary. Such amendments, if any, will be announced by an amendment or amendments to this IFB. All information relating to this IFB, including pertinent changes/amendments and information prior to the date set for receipt of proposals will be posted at <https://www.sam.gov>.

4.2. Offerors are strongly cautioned to check this site frequently and to “refresh” their web page to ensure they have the latest information.

#### 5. BID OPENING AND BID REPOSITORY:

5.1. A bid repository is located at CJAG, Building 1068, 8451 State Route 5, Ravenna, 44266. Bids must be deposited in the repository prior to the time established for opening of bids.

5.2. Offerors are cautioned that approval to enter the base must be obtained prior to the closing date for receipt of proposals. Follow the procedures outlined above in paragraph 2.2. for entry. Delays are probable at the entry point and should be accounted for. Late receipt of proposals due to base entry delays may not be deemed excusable and the Contracting Officer may declare the proposal late and remove it from consideration.

## 6. WAGE DETERMINATION

6.1. The Construction Wage Rate Requirements, formerly known as Davis Bacon Wage Rates, are applicable to this project. Current prevailing wage determination(s) at time of issuance of solicitation are included in OH20230097. In the event the current prevailing Wage Determination is changed by the Department of Labor prior to the closing date of the solicitation, the most current wage determination is in effect. Should the wage rate change after closing, but prior to award, the updated Wage Determination will be incorporated by amendment and issued to all offerors that have not been eliminated from the competition. If applicable, these offerors/contractors will be given a reasonable opportunity to provide revised proposals solely to amend proposals due to Wage Determination changes. If the wage determination modification does not change any affected wage rates, then the provisions of FAR 22.404-5(c)(4) will apply.

6.2. Applicable wage rates can be found at SAM.gov.

## 7. PROPOSAL EXPENSES AND PRE-CONTRACT COSTS

This IFB does not commit the Government to pay costs incurred in preparation and submission of initial and subsequent bids or for other costs incurred prior to award of a formal contract.

## 8. REMOVAL OF SECTIONS AT TIME OF AWARD

Notes, Sections 00 21 00, 00 45 00 and all exhibits will be physically removed as a result of an award but will be deemed to be incorporated by reference in that award.

## 9. DISPOSITION OF UNSUCCESSFUL PROPOSALS

In compliance with FAR Subpart 4.8, the Government will retain one copy of all unsuccessful proposals. The Government will destroy extra copies of unsuccessful proposals. No destruction certificate will be provided.

## 10. INFORMATION REGARDING AVAILABILITY OF UTILITY SERVICES

It has been determined that all temporary utilities shall be the responsibility of the contractor. The contractor will pay all charges (hook up fees, metering, monthly usage, etc.) resulting from temporary utilities. The offerors shall take this into consideration when computing their offers. (FAR Clause 52.236-14, Availability and Use of Utility Services.)

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
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
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.225-10	Notice of Buy American Requirement--Construction Materials	MAY 2014
52.228-17	Individual Surety--Pledge of Assets (Bid Guarantee)	FEB 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022

## CLAUSES INCORPORATED BY FULL TEXT

## 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)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, 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)

## 52.222-23 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
9.4%	6.9%

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 **Ravenna, Ohio, Trumble County.**

(End of provision)

#### 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 20% percent of the bid price or \$3,000,000, 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.

(End of provision)

#### 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 the Contracting Officer, james.andrews.28@us.af.mil.

Protests Directly to Agency with the Contracting Officer shall be filed at:

Ohio Army National Guard  
USPFO, Purchasing & Contracting  
ATTN: James Andrews & Amanda Britton  
2825 West Dublin-Granville Rd.  
Columbus, OH 43235  
Email: james.andrews.28@us.af.mil

Protests to NG Protest Decision Authority shall be filed at:

National Guard Bureau  
Office of the Director of Acquisitions  
ATTN: NGB-AQ-O  
111 S. George Mason Dr.  
Arlington, VA 22204  
Email: ng.ncr.ngb-arng.mbx.ngb-task-order-ombudsman@army.mil

(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 visit shall be held on: 14 February 2023, 11:00AM EST, parking lot, 1438 State Route 534 Southwest, Newton Falls, Ohio 44444

(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):

<https://acquisition.gov/browse/index/far>

(End of provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

**None**

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any **Defense Federal Acquisition Regulation** (48 CFR Chapter **Chapter 1**) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.215-7008 ONLY ONE OFFER (DEC 2022)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to--

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Section 00 45 00 - Representations and Certifications

CLAUSES INCORPORATED BY REFERENCE

52.209-13	Violation of Arms Control Treaties or Agreements -- Certification	NOV 2021
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7973 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems - Representation (DEVIATION 2020-O0015)	MAY 2020

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is 45,000,000.00.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(        ) Paragraph (d) applies.

(        ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:



(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [ offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [ ☐ ] will, [ ☐ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) Representations.

(1) The Offeror represents that it [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS--NOTICE AND REPRESENTATION (JUN 2020)

(a) Definitions. As used in this provision--

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means--

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if--

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that--

(1) It ☐ is ☐ is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that--I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then--

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

☐ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

☐ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

☐ (iii) 252.225-7020, Trade Agreements Certificate.

☐ Use with Alternate I.



\_\_\_\_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_\_ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_\_ Use with Alternate I.

\_\_\_\_ Use with Alternate II.

\_\_\_\_ Use with Alternate III.

\_\_\_\_ Use with Alternate IV.

\_\_\_\_ Use with Alternate V.

\_\_\_\_ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

\_\_\_\_ (vii) 252.232-7015, Performance-Based Payments--Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date \_\_\_\_]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

**252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)**

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered defense telecommunications equipment or services”.

(c) Representation. The Offeror represents that it ☐ does, ☐ does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

#### 252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

W9136423B0002

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

## Section 00 70 00 - Conditions of the Contract

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.214-26	Audit and Records--Sealed Bidding	JUN 2020
52.214-28 (Dev)	Subcontractor Certified Cost Or Pricing Data--Modifications--Sealed Bidding (DEVIATION 2022-O0001)	OCT 2021
52.222-30	Construction Wage Rate Requirements--Price Adjustment (None or Separately Specified Method)	AUG 2018
52.228-14	Irrevocable Letter of Credit	NOV 2014

52.229-12	Tax on Certain Foreign Procurements	FEB 2021
52.232-29	Terms for Financing of Purchases of Commercial Products and Commercial Services	NOV 2021
52.243-4	Changes	JUN 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers	JUN 2013
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

#### 52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

#### 252.232-7012 PERFORMANCE-BASED PAYMENTS--WHOLE-CONTRACT BASIS (APR 2020)

(a) Performance-based payments shall form the basis for the contract financing payments provided under this contract, and shall apply to the whole contract. The performance-based payments schedule (Contract Attachment - \_\_\_\_\_) describes the basis for payment, to include identification of the individual payment events, evidence of completion, and amount of payment due upon completion of each event.

(b) In accordance with 10 U.S.C. 2307(b)(4)(A), the Contractor's financial statements shall be in compliance with Generally Accepted Accounting Principles in order to receive performance-based payments.

(c)(1) The Contractor shall, in addition to providing the information required by FAR 52.232-32, submit information for all payment requests using the following format:

Current performance-based payment(s) event(s) addressed by this request:		
Contractor shall identify—	Amount	Totals
(1a) Negotiated value of all previously completed performance-based payment(s) event(s);	_____	
(1b) Negotiated value of the current performance-based payment(s) event(s);	_____	
(1c) Cumulative negotiated value of performance-based payment(s) events completed to date (1a) + (1b); and		_____
(2) Total costs incurred to date.		_____

(2) Incurred cost is determined by the Contractor's accounting books and records, to which the Contractor shall provide access upon request of the Contracting Officer. An acceptable accounting system in accordance with DFARS 252.242-7006 is not required for reporting of incurred costs under this clause. If the Contractor's accounting system is not capable of tracking costs on a job order basis, the Contractor shall provide a realistic approximation of the allocation of incurred costs attributable to this contract in accordance with the Contractor's accounting system. FAR 52.232-32(m) does not require certification of incurred costs.

(d) Security for financing. (1) Title to the property described in paragraph (f) of the clause at FAR 52.232-32, Performance-Based Payments, is the preferred security for receipt of performance-based payments.

(2)(i) If the Contractor's accounting system is not capable of identifying and tracking through the build cycle the property that is allocable and properly chargeable to this contract, the Contracting Officer may consider acceptance of one or a combination of the following alternative forms of security sufficient to constitute adequate security for the performance-based payments and so specify in the contract, consistent with FAR 32.202-4:

(A) A paramount lien on assets.

(B) An irrevocable letter of credit from a federally insured financial institution.

(C) A bond from a surety, acceptable in accordance with FAR part 28.

(D) A guarantee of repayment from a person or corporation of demonstrated liquid net worth, connected by significant ownership interest to the Contractor.

(E) Title to identified Contractor assets of adequate worth.

(ii) Paragraph (f) of the clause at FAR 52.232-32 does not apply to the extent that the Contractor and the Contracting Officer agree on alternative forms of security. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment will be made under this contract. Upon receipt of adequate security, financing payments will be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	Drawing No.
UTES OHARNG B-3 DWGS	507101521
UTES OHARNG B-3 SPECS	507101521

(End of clause)

## Section 00 72 00 - General Conditions

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
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
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
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	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	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
52.214-27 (Dev)	Price Reduction for Defective Certified Cost or Pricing Data - Modifications - Sealed Bidding (DEVIATION 2022-O0001)	OCT 2021
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.222-4	Contract Work Hours and Safety Standards - 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
52.222-11	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
52.222-29	Notification Of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	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
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
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
52.223-20	Aerosols	JUN 2016
52.223-21	Foams	JUN 2016
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
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 (Dev)	Individual Surety--Pledge of Assets (DEVIATION 2020-O0016)	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment 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
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984

52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.244-6	Subcontracts for Commercial Products and Commercial Services	OCT 2022
52.246-12	Inspection of Construction	AUG 1996
52.248-3	Value Engineering-Construction	OCT 2020
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	MAY 2020
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7004 (Dev)	DoD Progress Payment Rates (DEVIATION 2020-O0010)	MAR 2020
252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration	DEC 2022
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of **National Guard Bureau Directorate of Acquisitions** and shall not be binding until so approved.

(End of clause)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **30** 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 **365 days after Notice to Proceed**. 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 **\$950.00** for each calendar day of delay until the work is completed or accepted. **There is also a onetime charge of \$170.00 for legal services that will apply.**

(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)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)

(a) Definition. Small business concern, as used in this clause--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) Affiliates, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) Applicability. This clause applies only to--

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (OCT 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. “Similarly situated entity,” as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor’s 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor’s 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that

a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –

x By the end of the base term of the contract and then by the end of each subsequent option period; or

\_\_\_\_\_ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2022)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.



(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code assigned to contract number .

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

#### 52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

- (ii) Representatives of local union central bodies or similar labor union organizations have been consulted;
- (iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;
- (iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

#### 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert None)	Identification No.
—	—
—	—
—	—

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other

material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to \_\_\_\_\_ (Contracting Officer complete in accordance with agency procedures).

(End of clause)

#### 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)

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

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

Hydrofluorocarbons means compounds that only contain hydrogen, fluorine, and carbon.

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable)

\* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall--

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by--

(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to [www.sam.gov](http://www.sam.gov), for FY17 and after--

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap>.

(End of clause)

#### 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (OCT 2022)

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

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

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

(i) A commercial 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 a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

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 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. 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.

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.

(b) Domestic preference.

(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 materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

\_\_\_ [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable.

(A) For domestic construction material that is not a critical item or does not contain critical components.

(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(B) For domestic construction material that is a critical item or contains critical components.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American 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)(3)(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

Construction material description	Unit of measure	Quantity	Price (dollars) \*\
Item 1:			
Foreign construction material....	_____	_____	_____
Domestic construction material...	_____	_____	_____
Item 2:			
Foreign construction material....	_____	_____	_____
Domestic construction material...	_____	_____	_____

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

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

[Include other applicable supporting information.]

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020) (DEVIATION 2020-00016)

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

*Original contract price* means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds* (Standard Form 25, except that no seal is required). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment bonds* (Standard Form 25A, except that no seal is required). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE I (APR 1984

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

(End of clause)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

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):

<https://www.acquisition.gov/>

(End of clause)

#### 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

**Alterations are shown in bold red text.**

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **Defense Federal Acquisition Regulation Supplement (48 CFR 2)** clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

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

Covered defense telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

(1) The People's Republic of China; or

(2) The Russian Federation.

Covered missions means--

- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.



(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

#### Construction Invoice

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

#### Construction Invoice

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

#### Routing Data Table\*

-----  
Field Name in WAWF Data to be entered in WAWF  
-----

Pay Official DoDAAC HQ0670  
Issue By DoDAAC W91364  
Admin DoDAAC W91364  
Inspect By DoDAAC W24MBP  
Ship To Code W24MBP  
Ship From Code Not Applicable  
Mark For Code Not Applicable  
Service Approver (DoDAAC) W24MBP  
Service Acceptor (DoDAAC) W24MBP  
Accept at Other DoDAAC Not Applicable  
LPO DoDAAC Not Applicable  
DCAA Auditor DoDAAC Not Applicable  
Other DoDAAC(s) Not Applicable

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

**Ohio Procurement Technical Assistance Center, <https://www.aptac-us.org/> 800-848-1300.**

**Ohio Commercial Accounts (614) 336-7225**

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

W9136423B0002

Section 00 73 00 - Supplementary Conditions

Section 01 00 00 - General Requirements

GENERAL REQUIREMENTS

SECTION 01 00 00-GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SCOPE

- A. Project provides for furnishing all permits, except for wetland permits which will be provided by the OHARNG. Also furnished shall be all plant, labor, material, equipment, and appliances to construct the building as described herein and shown on the construction Drawings.
- B. The CONTRACTOR will be held responsible for all requirements described in the Contract Documents. All work, including that of subcontractors, shall be completed in accordance with the Contract Documents. Failure to be familiar with the requirements of the Contract will not relieve the CONTRACTOR of responsibility to comply.
- C. The organization of the Specifications into divisions, sections, and articles, and the arrangement of the Drawings shall not control the CONTRACTOR in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.

1.2 WORK SCHEDULING

- A. Normal base work hours for the CONTRACTOR will be between the hours of 7:30 am through 4:30 pm, excluding Saturdays, Sundays, and Federal Holidays. The normal work hours for National Guard personnel are 7:00 am to 5:00 pm, Monday through Friday. If the CONTRACTOR desires to work during periods other than above, CONTRACTOR must notify the CONTRACTING OFFICER 5 working days in advance of CONTRACTOR's intention to work during other periods to allow assignment of additional inspection forces and for notification of fire, security, and safety. When the CONTRACTING OFFICER determines that they are reasonably available, CONTRACTING OFFICER may authorize the CONTRACTOR to perform work during periods other than normal duty hours/days. However, if inspectors are required to perform in excess of their normal duty hours/days solely for the benefit of the CONTRACTOR, the actual cost of the inspection, at overtime rates, will be charged to the CONTRACTOR and will be deducted from the final payment of the Contract amount. (Note: If applicable, at time of award this paragraph will be modified to the negotiated schedule for this Project.)
- B. The following Federal Holidays are observed by this base:
  - 1. New Year's Day 1 January
  - 2. Martin Luther's King's Birthday Third Monday of January
  - 3. President's Day Third Monday of February
  - 4. Memorial Day Last Monday of May
  - 5. Juneteenth National Independence Day 19 June
  - 6. Independence Day 4 July
  - 7. Labor Day First Monday in September
  - 8. Columbus Day Second Monday in October
  - 9. Veteran's Day 11 November
  - 10. Thanksgiving Day Fourth Thursday in November
  - 11. Christmas Day 25 December.
- C. NOTE: Any of the above holidays falling on a Saturday will be observed the preceding Friday, holidays falling on a Sunday will be observed on the following Monday.
- D. Prior to commencing work on the job initially, resumption of work after prolonged interruption (7 calendar days or more) commencement of any warranty work, and upon completion of warranty work, the CONTRACTOR must notify the CONTRACTING OFFICER or the CONTRACTING OFFICER Representative (COR). When relocating to new sites, returning to sites for follow-up work on a phased work plan, notification to the COR is sufficient. Notification should be by personal contact; however, advance

notification may be by telephone, or in writing, and should be accomplished sufficiently in advance to allow scheduling of inspection forces. The above precautions are to ensure construction inspection and recording of work proceedings.

- E. The organization of the Specifications into divisions, sections, and articles, and the arrangement of the Drawings shall not control the CONTRACTOR in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.

1.3 UNAUTHORIZED PERSONNEL

- A. The CONTRACTOR shall inform all personnel (including subcontractor and visiting supplier personnel) that access to areas outside of the immediate work area excluding, direct haul and access routes, and point of supply and storage, is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above will be apprehended and appropriately disciplined.

1.4 INSPECTION OF SITE

- A. The CONTRACTOR shall be responsible for the complete coordination and proper relation of the work of all trades. Reference Contract Clauses FAR 52.236-3, "Site Investigation and Conditions Affecting the Work," and FAR 52.236-8, "Other Contracts."
- B. It is recommended that prospective offerors visit the premises and thoroughly familiarize themselves with the details of the work and working conditions. It is the responsibility of all offerors to have compared the premises and the site with the Specifications and Drawings, and to have satisfied themselves as to all conditions of the premises, the existing obstructions, the actual elevations, and any other conditions affecting the execution and completion of the work prior to submission of the Proposal. Reference Contract Clause FAR 52.236-3, "Site Investigation and Conditions Affecting the Work."
- C. No allowances or extra construction on behalf of any CONTRACTOR will be permitted subsequently by reason of error of oversight on the part of the subcontractor, or on account of interference by the activities of the CONTRACTING OFFICER or others. Reference Contract clause FAR 52,236-3. "Site Investigation and Conditions Affecting the Work."
- D. All dimensions shown on the Drawings are based on "as-built" record Drawings and, to the extent possible, accurately represent existing conditions: however, there may be some variance between existing conditions and Contract Drawings. The CONTRACTOR is responsible for verifying all dimensions and for reporting to the CONTRACTING OFFICER any discrepancies that may affect performance of the work represented by the Contract Drawings and Specifications. Reference Contract Clause DFARS 252.236-7001. "Contract Drawings and Specifications."

1.5 CORRELATION OF DRAWINGS, SPECIFICATIONS AND CONTRACTS

- A. The Specifications, Contract and the accompanying Drawings are intended to describe and provide for a complete, new and usable facility. They are intended to be cooperative and what is called for by one shall be as binding as if called for by all. The CONTRACTOR will understand that the work herein described shall be complete in every detail, notwithstanding every item necessarily involved is not particularly mentioned, and the CONTRACTOR shall be responsible to provide all labor and material for the entire completion of the work intended. Should any error or inconsistency appear in the Drawings or Specifications, the CONTRACTOR, before proceeding with the work, shall make mention of same to the CONTRACTING OFFICER for proper adjustment, and in no case shall the work proceed with uncertainty. Reference Contract Clause DFARS 252.236-7001, "Contract Drawings and Specifications."

1.6 REPORT OF ERROR AND DISCREPANCIES

- A. The CONTRACTOR shall be responsible for any and all discrepancies in work due to failure to obtain dimensions and investigate conditions at the building before fabrication and installation.

- B. The CONTRACTOR shall bear all costs in replacing all materials and labor due to not observing the above paragraph and such replaced materials shall meet the approval of the CONTRACTING OFFICER.
- C. The CONTRACTOR shall promptly notify the CONTRACTING OFFICER in writing of any discrepancies.
- D. Reference Contract clauses FAR 52.236-21, "Specifications and Drawings for Construction," FAR 52.246-12 "Inspection of Construction," and DFARS 252.236-7001, "Contract Drawings and Specifications."
- E. Any proposed changes to the specifications by the CONTRACTOR must be submitted in writing to the CONTRACTING OFFICER for approval prior to implementation.

1.7 DIVISION OF WORK

- A. The various divisions of the specifications shall not be considered as negotiations of the material and labor involved. The arrangement and order of these divisions have been made for convenience only, and it is not the intent, nor shall it be so construed, a particular trade or subcontractor must perform that work included in any one division.
- B. Any item mentioned under any division heading must be supplied even though it is not specified under the heading for the respective work but is shown on the Drawings. No claims for extras arising out of real or alleged error in such arrangement or order of the various division will be given consideration.
- C. The organization of the specifications into divisions, sections, and articles, and the arrangement of the Drawings shall not control the CONTRACTOR in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.
- D. Reference Contract clause FAR 52,236-21 "Specifications and Drawings for Construction."
- E. Any proposed changes to the specifications by the CONTRACTOR must be submitted in writing to the CONTRACTING OFFICER for approval prior to implementation.

1.8 METHOD OF CARRYING ON THE WORK

- A. All work under the Contract shall be arranged and carried on in such a manner as to complete work in the least possible time. The CONTRACTOR shall consult with the CONTRACTING OFFICER as to methods or sequence of carrying on the work. A definite program of work shall be arranged before starting. Reference Contract Clause FAR 52.236-15, "Schedules for Construction Contracts."
- B. Activities in the vicinity of this Project may be kept in full or partial operation during construction. The CONTRACTOR shall coordinate with the CONTRACTING OFFICER and schedule construction activities. Reference Contract Clause FAR 52.236-8, "Other Contracts."

1.9 STANDARDS OF MANUFACTURER

- A. All recognized regulatory/code standards shall be the latest published edition prior to the date of release for bid/proposal of the Contract Documents.
- B. For purpose of establishing the standard of construction and the requirements to be met in the work of all divisions, the Drawings and these Specifications are based on the use of products hereinafter specified, adapted to the installation as required to meet the condition.
- C. Where brand names are shown, these names are intended to describe a quality of product, and in no way are intended to limit products of equal quality. Therefore, products of other manufacturers may be employed for this work provided they are approved as equivalent materials and construction and equally adaptable to the conditions as approved by the CONTRACTING OFFICER. Reference Contract Clause FAR 52.236-5, "Materials and Workmanship."

1.10 MEANING OF APPROVED, DIRECTED, ETC.

- A. Approved, "Directed," "Required," "Applicable," or words of like or similar effect, when used in the Specifications shall be interpreted to mean "Approved By," "Directed By," etc., the CONTRACTING OFFICER unless otherwise specifically stipulated.

1.11 MISPLACED MATERIALS

- A. Any material that is deposited elsewhere than areas designated as approved by the CONTRACTING OFFICER shall be rehandled and deposited where directed. No payment will be made for rehandling such material. The CONTRACTING OFFICER will notify CONTRACTOR of any noncompliance with the foregoing provisions.

1.12 COMPLIANCE WITH CODES AND REGULATIONS

- A. All work shall be done in accordance with the applicable codes and/or ordinances in force at the time of construction. It is the CONTRACTOR's responsibility to ensure that where EPA or other such regulations control the removal, handling, installation, or disposal of materials, they shall be strictly adhered to whether or not specifically referenced in the construction documents.
- B. CONTRACTOR shall have data sheets available at the site on any materials used to comply with EPA. Reference Contract Clause FAR 52.223.3, "Hazardous Material Identification and Material Safety Data."

1.13 MATERIAL TESTING BY NATIONAL LABORATORIES

- A. Electrical materials and equipment shall be new and bear the UL label or be listed in UL Electrical Construction Materials Directory or Electrical Appliance and Utilization Equipment Directory, wherever standards have been established by the agency.
- B. The CONTRACTOR shall submit proof that the material or equipment, which the CONTRACTOR proposes to furnish under this Specification, conforms to the standards of Underwriters' Laboratories. The label of Underwriters Laboratories (UL) shall be accepted as conforming to this requirement.
- C. In lieu of the label, the CONTRACTOR may submit a written certification from any recognized testing agency, adequately equipped and competent to perform such services, that the material or equipment has been tested and conforms to the standards, including the methods of testing used.

1.14 SUBMITTALS

- A. Shop Drawings and Product Data: The CONTRACTOR shall furnish submittals in the form of manufacturer's brochures, pamphlets, or written specifications on all items to be installed unless specifically directed otherwise by these Specifications or by the CONTRACTING OFFICER. Reference Contract Clause FAR 52.236-5, "Material and Workmanship," FAR 52.225-5, "Buy American Act-Construction Materials," FAR 52.225-9, "Hazardous Material Identification and Material Safety Data," and DFAR 252.227-7033, "Rights in Shop Drawings." Submittals shall clearly identify performance criteria requested.
- B. Approval of Materials: Prior to the purchase of material, the CONTRACTOR shall submit to the CONTRACTING OFFICER, for material approval/ disapproval, brochures and technical literature covering, in detail, the materials the CONTRACTOR proposes to supply. This shall include the specific catalog and model specification number designations. Submittals shall demonstrate that the item conforms to all of the requirements. No unapproved or disapproved materials shall be used. Submittals shall be made for the items listed in the submittal checklist, or equivalent. Reference Contract Clause FAR 52.236-5, "Material and Workmanship."

1.15 CONSTRUCTION SCHEDULING, WORK PROGRESS AND PREPARATION

## OF PROGRESS SCHEDULES AND REPORTS

- A. The CONTRACTOR shall prepare a work progress schedule in Microsoft Project, latest version, or acceptable substitute format. These schedules are to be submitted to the CONTRACTING OFFICER for approval, in the number of copies are directed, prior to the start of construction. The Schedule will show the order in which the contractor proposes to perform the work, the date on which the CONTRACTOR contemplates starting and completing the various divisions and salient features of the work. Reference Contract Clause FAR 52.236-15. "Schedule for Construction Contracts." The work shall be scheduled so that upon the start of construction, work progresses in a continuous and diligent manner. A schedule that does not reflect steady and reasonable progress throughout the construction period will be rejected. The schedule shall include a line item for rough inspections by GOVERNMENT personnel as outlined in the various sections of the Specifications or on the Drawings. A rough inspection is required on all installed systems prior to sealing off or closing in a wall, pipe chase, suspended ceiling system etc. These systems include by not limited to: domestic and heating water lines, communication and electric runs, all insulation material to be covered by other material (GWB, wood panel etc.), duct runs, ceiling suspension systems, fire detection/protection/suppression systems etc. A second or finish inspection will be conducted after these systems are "hidden" to ensure the quality of the finished product. The finish inspection does not constitute the final Project inspection accomplished at Project completion. The CONTRACTOR shall request these inspections, through the CONTRACTING OFFICER at least 5 workdays prior to the desired inspection date.
- B. A weekly meeting may be held between the CONTRACTOR and CONTRACTING OFFICER, to discuss work progress, problems, and potential change orders. The CONTRACTOR shall attend these meetings at no additional cost to the GOVERNMENT. Prior to specific work elements of a project, the CONTRACTOR shall confer with the COR and agree on a sequence of procedures and means of access to premise; space for storage of materials and equipment; delivery of materials and use of approaches, use of corridors, stairways, and similar means of passage. Bi-weekly progress reports are to be submitted to the CONTRACTING OFFICER covering the period from notice to proceed through final inspection. If there are possible deviations from the original plan, those are to be noted and approved by the CONTRACTING OFFICER before work changes are implemented. Reference Contract Clause FAR 52.236-15, "Schedules for Construction Contracts."
- C. The Contract Schedule will include the final 5 percent of the Contract for closeout and 5 percent for punch list. Closeout retainage will include O&M Data, manufacturer's services (i.e., training for equipment use), red line drawings, as built drawings, and warranties.

## 1.16 SAFETY ASSURANCE

- A. Compliance with Regulations. All work including the handling of hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.
- B. CONTRACTOR Responsibility. The CONTRACTOR shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The GOVERNMENT shall not be held liable for any action on the part of the CONTRACTOR, the CONTRACTOR's employees, or subcontractor, which result in illness, injury, or death.
- C. Where an employee can fall more than 6 feet, a fall protection system must be used; 29 CFR 1926.500 stipulates where this occurs and the different types of fall arrest systems.
- D. All references to protection of the site and adjacent buildings when trenching, shall include protection of all employees also.



- E. Inspections, Tests and Reports. The required inspections, tests and reports made by the CONTRACTOR, subcontractor, especially trained technicians, equipment manufacturers and other as required, shall be at the CONTRACTOR's expense.
- F. Materials and Equipment. Special facilities, devices, equipment, clothing, and similar items used by the CONTRACTOR in the execution of the work shall comply with applicable regulations.
- G. Traffic Control Devices. The CONTRACTOR shall comply with the recommendations contained in Part 6 of the U. S. Department of Transportation, Federal Highway Administrations "Manual on Uniform Traffic Control Devices (D6. -1978) to ensure proper warnings to motorists and adequate traffic control. The CONTRACTOR shall provide all warning lights, barricades and other traffic control devices and signs.
- H. Health and Safety Plan: Prior to commencing on-site work, Contractor must submit an Occupational Safety and Health Administration (OSHA) Emergency Action Plan (EAP) to Contracting Officer to demonstrate compliance by Contractor and subcontractors with applicable OSHA regulations. Prior to commencing on-site work, Contractor must submit a project-specific Project Safety Plan to Contracting Officer. The plan must include, but is not limited to, hazard communications, labeling, emergency response and preparedness and training.
- I. The CONTRACTOR shall adhere to Section 010000.1 for any suspected unexploded ordnance (UXO). The GOVERNMENT will provide UXO support to the CONTRACTOR during construction.

1.17 INSPECTIONS AND TESTS

- A. Inspections and tests are for the sole benefit of the GOVERNMENT and shall not relieve the CONTRACTOR of the responsibility of providing quality control measures to ensure that the work strictly complies with the Contract requirements. No inspection or test by the GOVERNMENT shall be construed as constituting or implying acceptance. Reference Contract Clause FAR 52.246-12, "Inspection of Construction."

1.18 QUALITY CONTROL/TESTS

- A. Where work is specified to be in conformity with Standard Specifications of the American Society for Testing Materials (ASTM), or with Federal Specifications or with specifications of well-known recognized technical and trade organizations, but no tests are specifically stipulated in connection herewith, the CONTRACTOR shall furnish and pay for any tests or certifications required by the CONTRACTING OFFICER to show that the proposed materials meet with the applicable requirements.
- B. The CONTRACTOR shall submit a written certification from any recognized testing agency, adequately equipped and competent to perform such services, that the material or equipment has been tested and conforms to the standards, including the methods of testing used.
- C. Wherever testing or analysis of material is required, such testing unless otherwise noted will be made at the CONTRACTOR's expense.
- D. Subsequent testing of those materials which fail to meet specifications will be accomplished by the CONTRACTOR at no cost to the GOVERNMENT.
- E. CONTRACTOR Quality Control (CQC) Program: The CONTRACTOR shall provide and maintain an effective quality control program in accordance with the Contract. Within 10 days of the Award of the Contract, the CONTRACTOR shall provide three copies of the Project CQC plan to the CONTRACTING OFFICER. This document, as a minimum, shall include name and address of the independent testing agency and the responsible principal with the firm; as summary of the QC tests required by the Specification and to be provided by the testing agency; and typical daily reports forms to be used for this Project. The plan shall also indicate organizational procedures to immediately notify the CONTRACTING OFFICER or COR of test results in noncompliance with the Specification and

- recommendations on correction. The testing agency must be an independent company and not owned or partially owned by the CONTRACTOR or any relation or employee of the CONTRACTOR and is subject to approval of the CONTRACTING OFFICER.
- F. Samples used for testing shall be selected as specified for the various tests elsewhere in the Specifications but in every case the method of selecting samples and the location for selection shall be as approved by the CONTRACTING OFFICER.
  - G. Tests shall be made in accordance with the specified testing procedures and/or methods and otherwise as required to provide compliance with all Contract requirements. Tests shall be made by independent, commercial testing laboratories approved in writing by the CONTRACTING OFFICER.
  - H. Results of all tests shall be recorded on certified test reports of the commercial testing laboratories. Reports shall include a statement that the materials tested do or do not meet the requirements of the Contract Specifications. Six copies of all reports shall be forwarded directly to the CONTRACTING OFFICER for approval within 5 days of the actual performance of the test. The testing agency shall immediately notify (verbally) the CONTRACTING OFFICER of any tests, which indicate failure to meet the Contract requirements.
  - I. Any item, for which test reports show failure to meet all Contract requirements shall be retested as often as required to show full compliance with Contract requirements, at the CONTRACTOR's expense.
  - J. CONTRACTOR will provide an emergencies plan, with names of personnel to accomplish the repairs in the event of utility and/or communications emergencies.

#### 1.19 KEYS

- A. The CONTRACTOR shall be responsible for any GOVERNMENT-owned keys that have been issued to the CONTRACTOR for access to facilities or areas pertinent to this Contract.
- B. Upon completion of the work in an area, or upon request of the CONTRACTING OFFICER, the key or keys relevant to the area shall be returned immediately. Keys shall be returned prior to final payment.
- C. Should the CONTRACTOR lose a Key: The CONTRACTOR shall notify the CONTRACTING OFFICER, immediately and in writing, but not later than 1 working day after the CONTRACTOR is aware of the loss. Should the key not be found before final acceptance, the final Contract payment shall be reduced by the replacement cost for each key not returned and, if required by the CONTRACTING OFFICER, any re-keying costs and cost of any other damages suffered by the GOVERNMENT.

#### 1.20 WARRANTY

- A. In addition to the specific guarantees required by the Specifications for certain portions of the work to be performed under this Contract, the CONTRACTOR shall furnish a written warranty for all of the work to be performed under this Contract, against defects in materials or workmanship for a period of 1 year from the date of final acceptance of the completed work by the GOVERNMENT.
- B. All work including workmanship, material, and equipment (other than GOVERNMENT furnished equipment) shall be warranted for the full period of standard manufacturer's warranty, but in no case shall be warranted for a period of less than 1 year. Upon notice from the CONTRACTING OFFICER of any failure during this warranty period, the part or parts shall be replaced promptly with new parts by and at the expense of the CONTRACTOR. Whenever the manufacturer of a piece of equipment supplied by the CONTRACTOR customarily provides a warranty covering the equipment, the CONTRACTOR shall promptly turn over such to the CONTRACTING OFFICER.
- C. Upon completion, the CONTRACTOR shall provide the CONTRACTING OFFICER with five bound sets and two CD's containing maintenance, repair and operating instructions and parts lists for each piece of installed equipment.

- D. Reference Contract Clause FAR 52.246-12, "Inspection of Construction" and FAR 52.246-21, "Warranty of Construction."

1.21 CUTTING AND REPAIRING

- A. Unless otherwise specified hereinafter, the CONTRACTOR shall do all necessary cutting, drilling, fitting and patching of work and corresponding work that may be required to make several parts come together and fit it to receive, or be received, by work of other trades shown upon, or reasonably implied, by the Drawings and Specifications for the completed Project. Reference Contract Clause FAR 52.246-12, "Inspection of Construction."
- B. The CONTRACTOR shall be held responsible for all cutting, replacement, and repairing of work that is due to faulty workmanship and which is not specifically covered by Specifications for trades which are affected. The CONTRACTOR will also be held responsible for providing, without extra cost to the GOVERNMENT, any small incidental items which are not specifically mentioned in trade specifications, but which are necessary to complete the work in accordance with the Drawings, and under the general understanding that the work when completed, shall be a finished and workmanlike job. Reference Contract Clause FAR 52.236-5, "Material and Workmanship," and FAR 52.246-12, "Inspection of Construction."

1.22 SITE CLEANUP

- A. The CONTRACTOR shall maintain the construction site in as clean and orderly condition as possible. All refuse and/or salvage material shall be gathered and disposed of periodically to maintain the site in this condition. Refer to Section 017419. CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL. For requirements on material disposal. All roadways, and roadway areas within the work area, or used by the CONTRACTOR shall be kept free of construction debris, and associated mud, dirt, sand or gravel that may be tracked from the construction work area by cleaning daily to assure safe operation of vehicles. The method of cleaning and equipment employed shall be subject to the approval of the CONTRACTING OFFICER, Reference contract clause FAR 52.236-12. "Cleaning Up."
- B. Dewatering shall be done in compliance with OHARNG Environmental Procedures Section 01 22 00.
- C. Following completion of the work, the CONTRACTOR shall clean the entire area from any debris and/or excess of misplaced material due to the CONTRACTOR's operation and obtain CONTRACTING OFFICER's approval of this finished work. (Reference Contract Clause FAR 52.246-12, entitled "Inspection of Construction," and FAR 52.236-12, "Cleaning Up.")

1.23 LAYOUT AND GRADES

- A. All lines and grade work not presently established at the site shall be laid out by the CONTRACTOR in accordance with the Drawings and Specifications. The CONTRACTOR shall maintain all established boundaries and benchmarks and replace as directed any which are destroyed or disturbed. Reference Contract Clause FAR 52.236-17, "Layout of Work."
- B. The CONTRACTOR shall engage a Professional Engineer or Registered Land Surveyor, licensed to practice in the state where the project is to be located, to properly establish all locations, grades, elevations, dimensions, joints, etc., necessary to the proper location of all items of work included in this Contract. All such items shall be established in relation to the benchmark and control points noted on the Drawings.
- C. Prior to acceptance of the facility and at such times as directed by the CONTRACTING OFFICER, the CONTRACTOR shall thoroughly clean all exposed surfaces of the building where work under this Contract was completed.

- D. All protective coatings, except lacquers, shall be removed from finish surfaces and the finish surfaces shall be washed and cleaned. CONTRACTOR shall be held responsible for all damaged materials, and at completion, shall replace, at the CONTRACTOR's own expense, all such damaged materials.
- E. Reference Contract Clause FAR 52.236-12, "Cleaning Up," and FAR 52.246-12, "Inspection of Construction."
- F. The CONTRACTOR shall only impact wetlands and streams that have been identified in the Contract Drawings and indicated in the OHARNG provided wetland permits. Impacts to include grading, filling, and culverts.

1.24 REFUSE AND SALVAGE MATERIALS:

- A. The CONTRACTOR must manage, recycle, and dispose of waste in accordance with guidance in the OHARNG Environmental Procedures, Section 01 22 00.
- B. All salvage property removed and not reinstalled under the Contract shall be returned to the GOVERNMENT at a place on base designated by the CONTRACTING OFFICER, or properly disposed of when directed by the GOVERNMENT.
- C. Nonhazardous solid waste must be diverted to recycling, through appropriate means available to the CONTRACTOR.
- D. All trees, treetops, and stumps cleared from the site shall be diverted by the CONTRACTOR from a landfill to a mulch yard or wood burning power plant. This diversion is reported as recycling of organic waste. The GOVERNMENT will salvage and remove all merchantable saw timber which is not considered an organic waste.
- E. Prior to Contract closeout the CONTRACTOR must supply a report, including the following:
  - 1. Amount (in tons) of nonhazardous solid waste, including construction and demolition debris, that is composted, mulched, recycled, reused, donated or otherwise diverted from a disposal facility.
  - 2. Amount (in tons) of solid waste (including construction and demolition debris) transferred to a disposal facility (landfill).

1.25 STORAGE

- A. No secure storage space will be provided by the GOVERNMENT. The GOVERNMENT will not be responsible for property belonging to, or under the present control of the CONTRACTOR. The CONTRACTING OFFICER, or COR, will designate an unsecured, open area for storage of construction equipment and materials during the period covered by this Contract. Reference Contract Clause FAR 52.236-10, "Operations and Storage Areas." The CONTRACTOR shall protect CONTRACTOR's materials.
- B. The CONTRACTOR shall construct such temporary sheds, as may be required, for the use of workmen and as required for tool cribs and storage of all work under this Contract. Temporary sheds shall be confined to the space assigned by the CONTRACTING OFFICER, or COR. Sheds shall be of approved construction and wood floors, lighting and heat shall be provided in all parts used by workmen. Exterior of sheds shall be painted, all parts maintained in good condition throughout the life of the Contract, and at completion, all parts shall be removed and the premises cleaned up. Reference Contract Clauses FAR 52.236-10, "Operations and Storage Areas," and FAR 52.236-12, "Cleaning Up."

1.26 TEMPORARY FIELD OFFICES

- A. As soon as practicable after award of Contract, and until final completion of the work, CONTRACTOR shall provide, maintain and later remove suitable temporary office(s). All field offices shall be in good repair, painted on the exterior, provided with adequate heating, lighting and maintained in a clean and sanitary condition at all times. Reference Contract Clause FAR 52.236-10, "Operations and Storage Areas."
- B. The CONTRACTOR shall provide temporary office space for the exclusive use of the GOVERNMENT inspectors, to include contracted inspectors. This office shall include, as a minimum, two desks, two suitable chairs, access to a phone line and separate high speed internet connection at no additional cost to the GOVERNMENT.

- C. The CONTRACTOR is reminded that smoking in buildings on a GOVERNMENT facility is prohibited. A smoking area for employees, away from the main entrance of a building, must be provided.
- 1.27 TEMPORARY TOILET FACILITIES
  - A. The CONTRACTOR must provide all temporary toilet facilities. The temporary toilet facilities shall meet the requirements of health authorities having jurisdiction and shall be kept clean and in a sanitary condition at all times.
- 1.28 TELEPHONE AND COMMUNICATIONS SECURITY MONITORING
  - A. The CONTRACTOR shall provide telephone service at the field office for personal and subcontractor use. Arrangements with the telephone company will be the responsibility of the CONTRACTOR, as well as all charges for installation, services, and removal.
  - B. All communications with DOD organizations are subject to communications security (COMSEC) review. CONTRACTOR personnel will be aware telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DOD organizations. Therefore, civilian CONTRACTOR personnel are advised any time they place a call to, or receive a call from, a DOD organization, they are subject to COMSEC procedures. The CONTRACTOR will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with DOD information.
- 1.29 UTILITIES
  - A. The CONTRACTING OFFICER has determined that GOVERNMENT-operated utilities are not adequate and will not be furnished to the CONTRACTOR without charge where existing outlets are available. The CONTRACTOR is responsible for installing temporary service outlets, as necessary. Any expense incurred to gain access to these utilities (temporary tap-ins, etc.,) shall be the responsibility of the CONTRACTOR and all utilities shall be returned to their original configurations at the end of the contracts. No alterations to existing utilities shall be accomplished without the written permission of the CONTRACTING OFFICER.
- 1.30 UTILITY INTERRUPTIONS
  - A. All utility shutdowns require the prior approval of the CONTRACTING OFFICER. Request for utility shutdown shall be made in writing at least 4 weeks prior to the expected date of implementation. As soon as actual shutdown date is known, the CONTRACTOR shall notify the CONTRACTING OFFICER, in writing, requesting approval at least 8 workdays prior to requested shutdown.
  - B. The CONTRACTOR's progress schedule shall include preliminary listing of all proposed shutdown dates. Every effort shall be made to make all shutdowns as brief as possible and as limited in extent as possible
- 1.31 PERMITS
  - A. CONTRACTOR is required to secure all permit required for the project before proceeding with any work.
- 1.32 COMPRESSED AIR
  - A. CONTRACTOR shall provide all compressed air used for work under this Contract, including temporary lines and connections. All temporary lines, etc. shall be removed at the completion of the work.
- 1.33 WEATHER PROTECTION AND TEMPORARY HEATING

- A. The CONTRACTOR shall provide and maintain weather protection as may be required to properly protect all parts of the structure from damage during construction.
- B. The CONTRACTOR shall be responsible for repairs and maintenance to the heating system or units during the period during progress of building construction and shall deliver same to the GOVERNMENT, at termination of such use, in perfect condition, cleaning out all air ducts and replacing all filters. Any temporary heating shall be at the expense of the CONTRACTOR.

1.34 ARCHEOLOGICAL, PALEONTOLOGICAL AND ENDANGERED SPECIES FINDS

- A. Any archeological finds (evidence of human occupation) or paleontological finds (evidence of prehistoric plant or animal life) are to be reported to the CONTRACTING OFFICER immediately and continue work in other areas without interruption. Protect native endangered flora and fauna and notify the CONTRACTING OFFICER of any construction activities that might threaten endangered species or their habitats.
- B. The CONTRACTOR shall comply with the OHARNG Environmental Procedures, Section 01 22 00.

1.35 REAL PROPERTY/EQUIPMENT REPORT

- A. The CONTRACTOR shall furnish, upon completion of the Project, "Real Property Installed Cost," form in triplicate, and on two CD's of all equipment installed in the facility, and the installed cost of each item. Furthermore, the listing shall include the location of each item and nameplate data.
- B. Typically, the listing shall include: air conditioners, air handling units, condensers, fans, pumps, air compressors, transformers, unit heaters, regulators, direct current power supplies, latrine fixtures, motors, engines, motor or engine-driven equipment, drinking fountains, sinks, water coolers, generators, space heaters, water heaters, refrigerators, freezers, coolers, meters, gas detectors, humidifiers dehumidifier, air purifier, ovens, power units, fuel tanks, water tanks, elevators, welders, recorders, reels, scales, hydrants, intrusion detection equipment, fire detection and alarm equipment, emergency light sets, emergency eye wash, deluge showers, washers, dryers dishwashers, bridge cranes and like items of equipment.
- C. Final payment will not be made to the CONTRACTOR until the GOVERNMENT has received and approved the listing. The CONTRACTOR shall use the DD 1354 form.

1.36 DAMAGES REPAIRS

- A. All damages by the CONTRACTOR's operations shall be repaired, or replaced, at the CONTRACTOR's expense, as directed by the CONTRACTING OFFICER. Any GOVERNMENT property damaged as a result of the work, materials, or operations of the CONTRACTOR shall be restored at no additional expense to the GOVERNMENT.
- B. All existing sidewalks, curbs, fencing, and pavement disturbed, broken or removed or otherwise damaged by the CONTRACTOR during performance of the work under this contract shall be replaced by the CONTRACTOR at the CONTRACTOR's own expense. Replaced sidewalks, curbs, and pavements shall be smooth, shall blend into the existing work, and shall not present depressions or humps.
- C. Reference Contract Clause FAR 52.236-9, "Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements."

1.37 AS-BUILT DRAWINGS

- A. The CONTRACTOR shall keep an accurate record of all deviations from the approved design Drawings and Specifications which may occur in the work as actually constructed, and shall submit to the CONTRACTING OFFICER, at completion of the work, complete information including descriptions, Drawings, dimensions, marked prints, etc., as required for correction of the tracings to the as-built conditions. It is not sufficient to simply reference an addendum or change order. Contractor may tape graphics of such documents

into as built and red line as built information on these graphics. The information is to be color coded for easy decoding as follows:

1. Red when showing information added to the Drawings.
  2. Green when showing information deleted from the Drawings.
  3. Blue and circled in blue to show notes.
- B. The redlined Drawings shall be complete with any deviation in actual construction.

1.38 MAINTENANCE OF TRAFFIC AND SAFETY

- A. Where possible, construction work shall not interfere with the normal operations of traffic, particularly emergency vehicles and equipment. CONTRACTOR is responsible for safety on the Project site.
- B. The CONTRACTOR shall use only established haul routes. When materials are transported in prosecution of the work, vehicles shall not be loaded beyond the loading limit established by Federal, State or Local Law or regulation. When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by the CONTRACTOR.
- C. The CONTRACTOR shall provide for the free and unobstructed movement of Military vehicles with respect to all operations and the operations of subcontractors.
- D. With respect to the CONTRACTOR's own operations, and those of all the CONTRACTOR's subcontractors, the CONTRACTOR shall provide marking, lighting and other acceptable means of identifying personal, equipment, vehicles, storage areas, and any work or condition that may be hazardous to the operation of military vehicles, fire-rescue equipment, or maintenance vehicles at the Post.
- E. The CONTRACTOR shall furnish, erect, and maintain weighted barricades, warning signs, and other traffic control devices as required to maintain traffic and ensure that safety of military vehicles in the area and the CONTRACTOR's equipment. The Contractor shall make an estimate of all labor, materials, equipment, and coincidental necessary for providing the maintenance of vehicular traffic

1.39 SPECIAL CONDITIONS

- A. Any CONTRACTOR's equipment that causes or generates electro-magnetic disturbances or interference shall be removed from service until properly repaired. The CONTRACTING OFFICER may also require repositioning or removal of the equipment from the Post.

1.40 HAZARDOUS MATERIAL USAGE

- A. The CONTRACTOR shall establish a hazardous material (HM) storage and distribution system when HM is to be used. The CONTRACTOR HM Inventory Form will be provided to the CONTRACTING OFFICER at or prior to the Preconstruction meeting.
- B. The CONTRACTOR shall maintain CONTRACTOR HM Inventory Form for HM on the jobsite for inspection/verification.
- C. The CONTRACTOR shall establish a **HM** storage and issue location that complies with Federal, state and local environmental regulations. Materials issued shall be tracked for quantities used. Unused materials shall be inventoried and removed from the installation prior to closeout of the Contract or expiration date of the **HM**. Reports of material delivered, used and removed from the installation shall be submitted to the CONTRACTING OFFICER monthly and prior to Contract closeout.
- D. The CONTRACTOR shall comply with all Federal, state and local environmental standards, including OSHA HazCom and COE 385-1-1.
- E. The CONTRACTOR shall accompany the COR and the installation Environmental Manager (EM) on Project closeout inspection to ensure all used and unused **HM** has been removed from the installation. This requirement shall not be a punchlist item and must be accomplished prior to the GOVERNMENT accepting beneficial occupancy of the facility or construction item.

- F. Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the CONTRACTING OFFICER, at which time a determination will be made as to whether hazardous material testing shall be performed. If the CONTRACTING OFFICER directs the CONTRACTOR to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a modifications may be required subject to equitable adjustment under the terms of the Contract.

1.41 ENERGY AND WATER EFFICIENY AND RENEWABLE ENERGY

- A. The GOVERNMENT's policy is to acquire supplies and services that promote energy and water efficiency, advance the use of renewable energy products, and help foster markets for emerging technologies.
- B. The CONTRACTOR shall include the provisions of energy-using products for construction, renovations or maintenance of a public building by acquiring energy-using products designated by the Department of Energy's Federal Energy Management Program (FEMP).

1.42 Deleted

1.43 POLLUTION ABATEMENT

- A. All work shall be performed in a manner minimizing pollution of air, water and land as required.
- B. Transporting materials to or from the site shall be accomplished in a manner preventing materials or particles from becoming airborne. Earth materials shall be wetted or otherwise protected. Gravel, sand and concrete shall be contained within vehicles to prevent spillage. Tarpaulins must be fastened over load before entering surrounding streets. Removal of any materials dropped or blown off vehicles shall be the responsibility of the CONTRACTOR.
- C. Burning of any material is strictly prohibited.
- D. Stream beds, lakes, drainage ways, sanitary and storm sewers, etc., shall not be polluted by fuels, oils, bitumen, acids or other harmful materials. Grading shall be accomplished to prevent surface drainage from the construction site containing harmful amounts of sediment from draining onto adjacent areas.
- E. Flushing on concrete trucks is restricted to the location specifically designed for this purpose and is indicated in the Storm Water Pollution Prevention Plan (SWP3). The SWP3 will be provided by the GOVERNMENT.
- F. Excess mortar, plaster or drywall materials shall not be disposed of on GOVERNMENT property. Water utilized for plastering or drywall equipment shall be disposed of in accordance with the instructions of the SWP3, and under no circumstances shall water be disposed of in areas which are planted or scheduled to be planted.
- G. The CONTRACTOR shall do all work in compliance with the OHARNG Environmental Procedures, Section 01 22 00, to prevent pollution and to control and abate any spills. The CONTRACTOR is required to have spill kits on site suitable for the types and amounts of materials they have and are required to utilize the Camp Ravenna spill notification and reporting procedure. The CONTRACTOR is responsible to respond to any spills that occur.

1.44 WORK BY THE GOVERNMENT

- A. The GOVERNMENT reserves the right to undertake performance by GOVERNMENT forces for the same type or similar work as contracted herein, as the GOVERNMENT deems necessary or desirable, and to do so will not breach or otherwise violate this Contract.

1.45 REGULATIONS

- A. The CONTRACTOR shall comply with all applicable Federal, state, local, DOD, National Guard Bureau, Army and Installation regulations pertaining to safety, traffic control and fire prevention.
- B. The CONTRACTOR, employees and subcontractors are subject to, and shall abide by and comply with all relevant statues, ordinances, laws and regulations of the United States(including Executive Orders of the President) and any State (or other public authority now or hereafter in force). The CONTRACTOR agrees to observe and comply with all



applicable Federal requirements regarding social security, workman's compensation, unemployment insurance and any other matters concerning employment applicable to the performance of this Contract or rules, regulations, directions and order not inconsistent herewith as may from time to time be issued by the GOVERNMENT. The unilateral act of any governmental body against any employee of the CONTRACTOR for the violation of a state or Federal law or regulation shall not excuse the CONTRACTOR from full compliance with the terms and conditions of this Contract.

- C. The CONTRACTOR, employees, and subcontractors shall become familiar with and obey the regulations of the installation including fire, traffic, safety and security regulations while on the military installation. Those driving motor vehicles shall observe and obey all speed limits posted throughout the installation. Personnel should not enter restricted areas unless required to do so and only upon prior approval. All CONTRACTOR and subcontractor employees shall carry proper personal identification with them at all times.
- D. CONTRACTOR's equipment shall be conspicuously marked for identification and parked or placed within approved areas only, out of the way of driveways, emergency access roads, and traffic. The CONTRACTOR shall ensure that all parts of the facility where work is being performed are adequately protected. The CONTRACTOR shall comply with all security regulations imposed by the base/post commander against vandalism and theft.

#### 1.46 ENVIRONMENTAL IMPACT

- A. All waste materials generated by any work under the Contract performed on a GOVERNMENT installation shall be handled, transported, stored, and disposed of by the CONTRACTOR and subcontractors at any time in accordance with all applicable Federal, state, or local laws, ordinances, regulations, court orders, or other types of rulings having the effect of the law, including, but not limited to Executive Order 12088, 13 October 1978; the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 ET SEQ); the Clean Air Act as amended (42 U.S.C. Sec 1857 ET SEQ); the Endangered Species Act, as amended (16 U.S.C. Sec 1531, ET SEQ); the Toxic Substances Control Act, as amended (15 U.S.C. Sec 2601, ET SEQ); the National Historic Preservation Act, as amended (16 U.S.C. Sec 470, ET SEQ); the Solid Waste Disposal Act, Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6901 ET SEQ); and the Archaeological and Historic Preservation Act, as amended (16 U.S.C. Sec 469, ET SEQ). Should the United States GOVERNMENT be held liable for any neglect or improper actions by the CONTRACTOR or any subcontractor regarding removal or disposal of any hazardous waste, the CONTRACTOR shall reimburse the GOVERNMENT for all such liability.
- B. Contractor shall comply with the OHARNG Environmental Procedures, Section 01 22 00, including guidelines and reporting requirements in its attachments.

#### 1.47 SECURITY REQUIREMENTS

- A. The CONTRACTOR shall comply with all security regulations imposed by the base/post commander and/or agency occupying the space where work is to be performed. Any necessary security clearances shall be obtained prior to commencement of the work.
- B. The CONTRACTOR shall ensure that all parts of the facility where work is being performed are adequately protected against vandalism and theft.
- C. Unless otherwise determined by the OHARNG PM, work performed under this contract is unclassified. The CONTRACTOR shall comply with all applicable Department of Defense (DoD) security regulations and procedures during the performance of this contract. The CONTRACTOR shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, and GOVERNMENT personnel work products, which are obtained or generated in the performance of this contract.
- D. The following security requirements are mandatory and non-negotiable:
  1. The CONTRACTOR shall ensure all personnel AT Level I training. This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. All contractor employees, to include subcontractor

employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 15 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 15 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <http://jko.jten.mil>.

2. Access and general protection/security policy and procedures. This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area. Contractor and all associated sub-contractors employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.
3. The CONTRACTOR shall ensure all personnel performing on this contract have a completed favorable National Agency Check. This information must be posted in the Joint Personnel Adjudication System (JPAS).
4. The CONTRACTOR shall treat all information related to this contract as "Official DoD Information" - all information that is in the custody and control of the DoD, relates to information in the custody and control of the Department, or was acquired by DoD employees as part of their official duties or because of their official status within the Department.
5. The CONTRACTOR shall ensure all Personal Information (PI) (protected under the Privacy Act of 1974) is safeguarded as Controlled Unclassified.
6. Information: Examples of personal information include but not limited to: Social Security Number; age; military rank; civilian grade; marital status; race; salary; private emails; home/office numbers/ addresses; medical information; employment eligibility; disciplinary information; names along with duty address (postal or email) published in directories organizational charts and rosters.
7. Disclosure of Information: Information made available to the CONTRACTOR by the GOVERNMENT for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written consent of OHARNG.
8. The CONTRACTOR agrees to assume responsibility for protecting the confidentiality of GOVERNMENT records, which is not considered public information. The CONTRACTOR or employee of the CONTRACTOR to whom information may be made available or disclosed shall be notified in writing by the CONTRACTOR that such information may be disclosed only for purposes and to the extent authorized herein. The CONTRACTOR shall not release any information related to this contract to the public, media or other unauthorized persons or organizations unless the GOVERNMENT has conducted the appropriate security review and granted approval (e.g. posting information to a public website).
9. Physical Security: The CONTRACTOR shall be responsible for safeguarding all GOVERNMENT equipment, information and property provided for contractor use. At the close of each work period, GOVERNMENT facilities, equipment, and materials shall be secured.
10. The CONTRACTOR and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent OCI as defined in FAR Subpart 9.5. The CONTRACTOR shall

- notify the OHARNG immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and upon request from the Contracting Officer shall promptly submit a plan to avoid or mitigate any such OCI. The CONTRACTOR's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the CONTRACTOR from participation in subsequent contracted requirements which may be affected by the OCI.
11. The project site is located on a military installation and consists of controlled facilities. The CONTRACTOR'S staff shall be required to submit personnel information and documentation based on the security requirements. CONTRACTOR personnel shall abide by all local security policies and procedures as provided by local security officials.
  12. The OHARNG PM retains the right to request removal of CONTRACTOR as subcontractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interests of the GOVERNMENT. The reason for removal shall be fully documented in writing by the Contracting Officer. When and if such removal occurs, the CONTRACTOR shall, within five (5) working days, assign qualified personnel to any vacancy(s) thus created.
  13. A list of CONTRACTOR personnel and vehicles, to include types of vehicles, color, and license plate numbers must be submitted to the OHARNG PM. Special equipment, i.e., cranes, welding machines, trailers, and jackhammers will also be included. The access roster will be submitted to the OHARNG PM at least ten (10) days before commencing work. A minimum of ten (10) working days' notice is also required to add personnel or equipment to the work force. Likewise, notification of personnel removed from the work force is required upon initiation of that action. It should be noted that the security investigation may result in the denial of access for those personnel considered a security risk. (Reference ACA 4-4061) Additionally, special handling or parking may be required for equipment which could be used to breach security when idle.
  14. All CONTRACTOR personnel, vehicles, and materials will be subject to inspection and search upon entry to and exit from OHARNG properties. Depending on the security situation access to the project site may be limited as denied as deemed by the OHARNG. Move over, directed comments as requests related to physical and national security as well as AT/FP articulated by OHARNG personnel or members of the DoD are to be followed by the CONTRACTOR and subcontractor staff without question in a timely fashion.
- E. For Contracts that require OPSEC Training:
1. Per AR 530-1 *Operations Security*, the contractor employees must complete Level I OPSEC Awareness training or OPSEC Awareness for Military Members, DoD Employees and Contractors (GS130.16) at: <https://securityawareness.usalearning.gov/opsec/index.htm>. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter.

END OF SECTION 01 00 00

