

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.  W912DR23B0001	2. TYPE OF SOLICITATION <input checked="checked" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED  28-Oct-2022	PAGE OF PAGES  1 OF 63
<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>				
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.
7. ISSUED BY  USACE, BALTIMORE, RSFO 300 SENTINEL DRIVE, STE 400 ANNAPOLIS JUNCTION MD 20701-0548  TEL: 410-854-0700      FAX:		CODE W912DR	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <div style="text-align: center; font-weight: bold;">See Item 7</div> TEL:      FAX:	
9. FOR INFORMATION CALL:	A. NAME  CHARLES M. BOSWELL		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i>	
SOLICITATION				
<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: Jennings Randolph Lake Backup Hydraulic System  LOCATION OF PERFORMANCE: Jennings Randolph Lake, West Virginia  MAGNITUDE OF CONSTRUCTION: Between \$500,000 and \$1,000,000  SOCIOECONOMIC: This procurement is Full and Open Competition  NAICS CODE: 238990 All Other Specialty Trade Contractors with a size standard of \$16,500,000.00				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>120</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. <i>(See 52.211-10 _____.)</i>				
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>12:00 PM</u> <i>(hour)</i> local time <u>30 Nov 2022</u> <i>(date)</i> . 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>60</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.										
19. ACKNOWLEDGMENT OF AMENDMENTS <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 consummates 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 10 00 - Solicitation

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Provide One Hydraulic Power Unit FFP Manufacture Hydraulic Power Unit per "A.02 - Jennings Randolph Backup Hydraulic System Specs" FOB: Destination PSC CD: J043	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Installation FFP Installation of Hydraulic Power Unit w/ associated concrete and electrical work needed. FOB: Destination PSC CD: J043	1	Job		

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NET AMT

BID SCHEDULE

SUBTOTAL FOR CLIN 0001

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\$

SUBTOTAL FOR CLIN 0002

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\$

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TOTAL PROPOSED PRICE FOR ALL LINE ITEMS

\$

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## SCOPE OF WORK

### **SCOPE OF WORK**

**General:** Jennings Randolph Lake is located on the border of West Virginia in Mineral County and Maryland in Garrett County and is on the North branch of the Potomac River approximately eight miles upstream of Bloomington MD.

**Background:** The US Army Corps of Engineers (USACE) at Jennings Randolph Lake have a hydraulic power unit on the elevation level 1289 of the intake tower that provides hydraulic power to two service gate cylinder, two emergency gate cylinders and two low flow gate cylinders inside the intake tower. Due to past tower flooding concerns, it has been determined that the site requires an auxiliary hydraulic power unit to be installed on elevation level 1337 and incorporated into the existing system inside the dam intake tower.

**Objective:** The Contractor will provide and install one hydraulic power unit (HPU) on the 1337 elevation level of the intake tower and incorporate the unit both hydraulically and electrically to the existing HPU system. The HPU will conform to the specifications laid out in the Task Requirements section of the document as well as the companion drawings.

**Task Requirements:** The Contractor must 1) design and fabricate as well as 2) install a HPU for the Jennings Randolph lake project on site, incorporating the new system into the existing unit on site. Project installation should be scheduled for November 1, 2021 to February 28, 2022 for minimum environmental impact. See appendix for all required fabrication standards and tests to complete the project.

**Design and Fabrication of Hydraulic Components:** The HPU being provided must be designed to operate as shown in the attached hydraulic circuit and be comprised of the following hydraulic components:

**Tank Reservoir:** The HPU must include an oil reservoir of stainless-steel construction that is 1,000 gallons capacity with an active volume of approximately 350 gallons. Provide a bolt-on mounting base to allow the motor-driven hydraulic pumps, associated valves, electronic control panels, and accessories to be mounted on top of the reservoir. Provide a baffle between the intake and return lines to facilitate the separation of air and foreign matter from the hydraulic fluid. Due to the strength of the concrete floors within the intake tower, the max operating weight of the unit to be less than 14,000 LBS spread over minimum 5 foot width. Shape and slope the reservoir bottom to facilitate emptying and cleaning. Equip the reservoir with a drain with shut-off ball valve. Both the intake and return pipes should extend be down to a distance of 1-1/2 pipe diameters above the tank bottom. Provide each side of the reservoir with a cleanout opening of not less than 400 square inches clearance with a bolted, gasketed cover. All components (i.e. pumps/motors, valves) will be mounted on top of the reservoir and the entire unit must be able to fit down a 120" x 120" shaft. The top of the tank shall not exceed 48" from the floor for easy reach access to mounted components. Lift points are to be incorporated on the reservoir to allow to move the entire unit without disassembly of any component. Finish the welded joints of the reservoir smooth and free from irregularities. Do not grind welds to an extent that weakens the reservoir. External of tank and all components to be painted according to approved manufacturer standards and requirements in this document. The tank must be designed to include the following subcomponents:

- a) **Immersion Heater:** an immersion heater with a watt density not to exceed 11 watt per square inch and total heating output to be 3KW, 480V, 3 phase. The immersion heater to be of stainless-steel construction. Immersion heat to include built in adjustable thermostat set to maintain hydraulic oil temperature at 60 degrees F.
- b) **Oil Float Switch:** Provide HPU with a dual float switch with flanged switches and install inside a pipe to eliminate surge effects. The switches to have a narrow differential and be

rated for 13 amps at 120 volts. Set separate normally open switches to close when oil level rises above 900 gallons or drops below the recommended level as designed by the manufacturer and observed during operational tests. Provide a NEMA 4x junction box.

- c) Hydraulic Oil High Temperature Switch: Provide a thermostat to sense the oil temperature in the tank and close its contacts when the temperature exceeds 125 degrees F as indicated. The thermostat to be of the bulb and capillary type and provide with a protective well which extends into the tank. The temperature adjustment range to be 50 to 300 degrees F with plus or minus 2 degree F differential switch. Fit the switch with an external calibrated adjustment knob. The thermostat to be rated for 15 amps at 120 volts. Provide weatherproof junction box.
- d) Air Breather: Provide the reservoir with an air breather which removes dirt and moisture from the incoming air. The incoming air to first pass through a desiccant bed to remove the moisture, and then pass through a filter to eliminate the solid contaminants before entering the reservoir. Outgoing air to pass directly to the atmosphere through a check valve. Breather to also provide visual indication of the desiccant and filter condition.
- e) Oil Level Sight Gauge: Provide the reservoir with an oil level sight gauge to be able to visually see the level of the hydraulic oil inside the tank. This oil level gauge should show the tank volume in the "full" position through the "low oil" position.

Electric Motor: The HPU must include two electric motors. The electric motors are to be TEFC, 40 HP, 1200 RPM, 480V, 3 phase, 60hz, 364T Frame 1.15 SF, NEMA B, normal starting torque, Class B insulation, continuous 65 deg C ambient, Fungus protection, tropical insulation and 120V, 100W winding heaters.

Hydraulic Pump: The HPU must include two hydraulic pumps driven by the electric motors. Each pump must be a positive displacement, vane type fixed displacement pump with 25 GPM nominal flow at 2500 psi. Maximum rotational speed must be no greater than 1200 rpm. Equip the pumps with safety guards for all exposed rotation parts. Pumps are to include flange style Code 61 fittings for the suction and pressure ports.

Relief Valve: Each pump must have installed, as shown on the hydraulic circuit, a pilot operated relief valve. Each valve body must be of close grain alloy cast iron or forged steel. Each relief valve must have a pressure range of 1500-3000 psi and be set according to the hydraulic circuit. Each valve must be rated for full pump flow. Each relief valve must include ability to unload pump during start up. This is accomplished using a solenoid operated vent valve shown on the schematic. Ports to be designed for SAE O-Ring fittings sized for designed flow.

Pressure Gauge: Pressure gauges must be installed as shown on the hydraulic circuit. Each gauge must have a 0-3000 psi range. Each gauge must also include a pressure snubber to prevent damage to the gauge from pressure spikes. Ports to be designed for SAE O-Ring fittings sized for designed flow.

Pressure Filter: The pressure filter must be installed in accordance to the hydraulic circuit. The housing must be constructed of cast iron or steel. Locate the filter so they can be changed without removal of hydraulic system components. The filter must be equipped with a color coated visual indicator dirt alarm and a bypass check set to 25 psi. The filter must have a minimum capacity of 50 GPM at a pressure drop not exceeding 10 psi. The filter element must be a spin-on style and have a rating of 25 microns absolute unless a smaller mesh is recommended by the manufacturer of the component with the highest cleanliness requirement. Elements to be compatible with existing filter elements on existing HPU which are Schroeder brand KM25 elements. Ports to be designed for SAE O-Ring fittings sized for designed flow.

Return Filter: The return in-line filter must be installed in accordance to the hydraulic circuit. The housing must be constructed of cast iron or steel. Locate the filter so they can be changed without removal of hydraulic system components. The filter must be equipped with a color coated visual indicator dirt alarm and a bypass check set to 25 psi. The filter must have a minimum capacity of 50 GPM at a pressure drop not exceeding 10 psi. The filter element must be a spin-on style and have a rating of 25 microns absolute unless a smaller mesh is

recommended by the manufacturer of the component with the highest cleanliness requirement. Elements to be compatible with existing filter elements on existing HPU which are Schroeder brand KM25 elements. Ports to be designed for SAE O-Ring fittings sized for designed flow.

Control Valve: A total of six directional control valves are required for the HPU. Each control valve must be a 3-position 4-way double solenoid spring centered, closed center control valve. The control valve shall be of cast iron or steel construction with an operating pressure of 3,000 psi. The control valve must be subplate mounted. Each valve must be rated for a minimum of 50 GPM flow. Directional control valves are to include manual overrides. Supply power for the valve with an input of 120 VAC. Ports to be designed for SAE O-Ring fittings sized for designed flow.

Direct Acting Sequence Valve: A total of six direct acting sequence valves to be installed per the circuit. The valve must be direct operated, externally drained and adjustable for operating per the design parameters. Valves are to be subplate mounted and cast iron or steel construction. 4 valves are to have a pressure range of 125-500 psi and 2 valves are to have a pressure range of 75-250 psi. Permit free flow in the reverse direction. The valves are to be set to the pressure described on the hydraulic circuit. Ports to be designed for SAE O-Ring fittings sized for designed flow.

Pressure Reducing Valve: The HPU must include two pressure reducing valve. The valve must be a pilot operated pressure reducing valve. Each valve body must be of close grain alloy cast iron or forged steel. Each reducing valve must have a pressure range of 1000-3000 psi and be set at 1,800 psi. Ports to be designed for SAE O-Ring fittings sized for designed flow.

Flow Control Valve: The HPU must include two pressure compensated flow control valves. The valves must be of steel or cast-iron construction, subplate mounted flow control valves. Maximum operating pressure rating is 3,000 psi and provide adjustable flow from 0 to 30 GPM set to GPM listed on circuit. Ports to be designed for SAE O-Ring fittings sized for designed flow.

Check Valve: The HPU to include ball or poppet style check valves as indicated on the hydraulic circuit. Ports to be designed for SAE O-Ring fittings sized for designed flow.

Ball Valve: Ball valves must be in-line mounted, lever operated, ball type valves. Ball valves to match line size and have a maximum allowable working pressure of 3000 psi. Valves to be specifically designed and rated for hydraulic system applications and have a removable operating lever. Ports to be designed for SAE O-Ring fittings sized for designed flow.

Controller: The HPU must include electrical controls housed in a NEMA 4X single or dual door enclosure as specified in the electrical drawings. The controller must be bolted to the HPU unit. The controller shall be manufactured and tested by a company with an active UL 508A certification.

Electrical Coordination: The Contractor shall design the electrical coordination of the new feeder in conjunction with the Controller's power circuits. The Contractor shall provide design coordination documentation for approval prior to manufacturing or installation.

#### **Paint:**

Shop prime and coat all exposed exterior surfaces of assemblies and equipment except stainless steel, synthetic rubber, and plastic with manufacturer's standard finish for specified service conditions. Insofar as is practicable, apply the complete coating system to individual components and items before assembly to ensure complete coverage and maximum protection against corrosion. Paint shop assembled equipment prior to any storage or shipment. Do not paint aluminum, stainless steel, non-ferrous surfaces, or machined surfaces requiring field assembly, except as approved. Paint standard manufactured equipment, such as motors, pumps, hydraulic cylinders, valves, in accordance with the manufacturer's standard practice for high humidity service, subject to approval. Repair chips, scratches, and other damage to shop-applied painted surfaces in the field.

**Field Installation of HPU:**

The Contractor shall provide a detailed schedule for installation. The Contractor must leave operational one service gate, one emergency gate, and one low flow gate operational during field installation. Outages shall not exceed 48 hours in duration. The Contractor will be responsible for proper installation and incorporation of the auxiliary HPU with the existing unit on the 1289 elevation level. Locate the new HPU on 1337 elevation level as shown on drawing MY-101 in approximate location. Install new hydraulic tubing along the wall of the tower and down through the existing square opening in the floor. These tubes will then be ran along the ceiling and down the wall to the existing unit where they will be connected to existing lines approximately as shown on the image attached to drawing MY-101. Tubing must be seamless, stainless steel tubing used for hydraulic circuits in accordance with ASTM A269 Grade TP 304 and of the sizes indicated on the drawing. All tubing to be rated for a working pressure of 2,500 psi with a factor of safety of 4 against bursting pressure in accordance with ASME B31.1 this includes any necessary derating of tube due to tubing bending. Contractor to submit minimum bend radius and related compliance calculations. Provide flareless type tube fittings with SAE straight threads and Buna N O-Ring seals. Each fitting to hold the tubing with a chucking action and provide a firm flat grip on the tubing without penetration of the tubing wall. Fittings not to twist the tubing during assembly. Each fitting connection to be capable of no less than 30 connect-disconnect-reconnect cycles without galling, leaking, or any other damage. Provide all tube fittings without special adaptors or custom-designed assemblies. Hydraulic tubing must be flushed after connecting the lines to ensure no contamination exists. The Contractor must develop a plan for proper installation and have it approved by COR. See appendix for all required testing and standards to complete the project.

Existing HPU on 1289 elevation level will need to be modified in order to incorporate the new system. In accordance with MY-501, there will be a need for two additional penetrations in the existing oil reservoir. The new penetrations are to be made in the top of the existing tank. The tapping of the existing tank for the new ports should be done with the hydraulic tank drained and a method of catching the metal shaving in place. After draining and completing work on the existing HPU the existing hydraulic system must be cleaned and flushed and the system refilled with hydraulic oil per appendix. A detailed plan as to how this work will be performed is to be submitted by Contractor. One will be for an oil float switch and one will be for a suction line for the transfer pump. The oil float switch will be the same type as specified for the new tank and wired into the existing control panels. The Contractor will wire the float switch into the existing control panel to shut down the local pumps as well as turn on an independent indicator light for either "high level" or "low level" and if either light is activated, send a signal to the remote unit to fire the system fault light. A transfer pump system will be installed on the existing HPU level in order to provide a system to transfer oil from one level to the other level in the event of a high oil alarm. The schematic of the transfer pump is shown on MY-501. The transfer pump system must be controlled from 1337 level and power to run down to the transfer system on the 1289 level.

Transfer Pump System: System will include the following components.

Hydraulic Pump: A hydraulic pump driven by the electric motor. The pump must be a positive displacement, gear type fixed displacement pump with a minimum 5 GPM nominal flow at 2500 psi. Maximum rotational speed must be no greater than 1200 rpm. Equip the pump with safety guards for all exposed rotation parts. Pumps are to include flange style Code 61 fittings for the suction and pressure ports.

Electric Motor: A electric motor is required that will drive the transfer gear pump. The electric motor will be a 0.75 HP, 1200rpm, 1 phase, 60hz, 240V motor coupled to the gear pump.

Control Valve: A control valve is required for the transfer pump system. The control valve must be a 2-way control valve that is a solenoid open, spring return closed spool. The control valve shall be of cast iron or steel construction with an operating pressure of 3,000 psi. The control valve must be subplate mounted. Each valve must be rated for an adjustable flow rate of 0-10 GPM flow. Supply power for the valve with an input of 120 VAC. Ports to be designed for SAE O- Ring fittings sized for designed flow.



Additionally, the electrical control systems must be built and incorporated into the existing tower systems as described on E-100 thru E-104.

**Power Distribution:** The contractor shall install a 480V 3 phase power circuit to the auxiliary HPU from Panel 1P. The contractor shall provide and install a 200A, 25kA, LSI breaker. The breaker shall be the same manufacturer as the panelboard. The contractor shall run a 2/0 XHHW-2 feeder with a 1/0 ground conductor from Panel 1P to the auxiliary HPU at 1337 elevation. The feeder shall be ran in 2" galvanized rigid metal conduit its entire length. Install appropriate expansion joints an all runs 25' or greater. Fittings, hardware and Unistrut shall match the conduit's galvanized steel. All electrical work shall be in accordance with NFPA 70. Final locations to be determined by the COR.

**Remote Control Wiring:** The contractor shall run all control circuits from the auxiliary HPU to the existing Remote Station on the second level. All conductors shall be #10 XHHW-2 and installed in 2" galvanized rigid metal conduit its entire length. Install appropriate expansion joints an all runs 25' or greater. Fittings, hardware and Unistrut shall match the conduit's galvanized steel. All electrical work shall be in accordance with NFPA 70. Final locations to be determined by the COR.

### **Electrical Testing:**

1. **Insulation Testing** – Provide testing procedures with pass/fail criteria and results collection for performing comprehensive insulation testing on the HPU controller, power feeder and control wiring.
2. **Factory Testing**
  - a. Electrical/Controls Functionality – Provide testing procedures with pass/fail criteria and results collection to verify proper operation of all controller functions.
  - b. Factory Acceptance Testing – Provide the COR with at least 3 weeks notice to perform Factory Acceptance testing prior to equipment shipping. The contractor shall prepare a demonstration to prove functionality of the system and all its components.  
  
For Factory Acceptance Testing provide testing procedures with pass/fail criteria and results collection to verify proper operation of all controller functions upon testing date notice. Testing would be limited to one working day.
3. **Field Testing**
  - a. Electrical/Controls Functionality – Provide testing procedures with pass/fail criteria and results collection to verify proper operation of all controller functions.

## **Appendix**

The following information has been adapted from UFGS 35 05 40.14 10 and is to be used as the standards for all fabrication, assembly, testing and installation.

### **1 SHOP ASSEMBLY**

#### **A. General - Shop Assembly**

Completely assemble the hydraulic power unit in the shop. Upon satisfactory completion and verification of the shop assembly and testing, preliminary acceptance will be made by the Government and parts/components may be shipped to site.

#### **B. Protection During Assembly**

During HPU assembly securely cover all openings to avoid the entrance of abrasives, dirt, metal chips, and other foreign materials into the hydraulic system through open ends of piping, tubing, and ports of the components.

#### **C. Cleaning and Protection During Assembly**

During assembly, ensure all components are free of abrasives, dirt, metal chips and other foreign materials. Clean components as needed to remove foreign materials. Securely cover openings to prevent recontamination.

#### **D. Flushing**

After completing assembly, flush each HPU. Use the same hydraulic fluid for flushing as approved for the final filling. Filter oil using a 10 µm filter. Perform flushing until the contamination level is [18/16/13] in accordance with ISO 4406. Take three 500 milliliter samples at approved locations in accordance with ISO 4021. Perform particle counting on each sample in accordance with ISO 11500 or ISO 4407 by an approved independent test laboratory. Water content of each sample to be below 200 ppm. Reclean if any sample does not comply with the permissible contamination limits and reinspect. Submit shop oil testing reports.

### **2 SHOP TESTING**

#### **A. General - Shop Testing**

Perform the shop testing listed in the following paragraphs. Provide all personnel, tools, hydraulic fluid as a well as temporary piping, hoses, oil reservoirs, wiring, and other appurtenances and accessories as needed to complete testing. The designated Government Witness must be present for the entirety of each test unless previously waived in writing.

#### **B. Notification of Shop Testing**

Provide notification to the Government [14] days prior to the planned start of testing. Include in the notification an identification of what equipment is being tested.

#### **C. Hydraulic Power Unit Tests**

Perform a shop test on the hydraulic power unit. Provide all temporary oil, piping, hoses, oil reservoirs, wiring, and other appurtenances and accessories as needed.

During testing the temperature of oil during test not to be more than 125 degrees F. If at any time during any of the testing a deficiency is found or failure occurs, immediately stop the test, correct the issue, and restart that portion of the test from the start. The shop test must consist of the following operations and tests:

- 1) Perform a hydrostatic test of all piping on the HPU. Use a test pressure of 3000 psi for 30 minutes. Check all joints for leakage. Any leakage found is cause for rejection and a failed test.
  - 2) Perform a hydrostatic test of the storage tank. Use the specified hydraulic fluid as the test fluid. Use a test pressure of 3 psi for 30 minutes. Check all joints and seals for leakage. Any leakage found is cause for rejection and a failed test.
  - 3) Perform a functionality and controls test. During the test:
    1. Verify the correct function of each switch, indicating light, and, outputs/alarms.
    2. Verify the correct function of each measurement instrument and device.
    3. Verify the correct function and operation of each valve and valve operator.
  - 4) Perform an operational test of the HPU consisting of the following:
    1. Operate each pump individually for 15 minutes at the specified operating pressure and flow rate 2,500 psi and 25 GPM. Measure pressure, flow rate, motor voltage, and motor amperage using calibrated instrumentation and data collection equipment. Collect a data at a minimum of 10 samples per second.
    2. Operate all pumps simultaneously for 15 minutes at the specified operating pressure. Measure pressure, flow rate, motor voltage, and motor amperage using calibrated instrumentation and data collection equipment. Collect a data at a minimum of 10 samples per second.
    3. Test the function of each unloader circuit. Record the pressure at which the unloading valve opens and closes. Record flow rate through the unloading circuit with calibrated instrumentation. Collect a data at a minimum of 10 samples per second.
  - 5) Test the function of each pressure relief valve. Record the pressure at which the pressure relief valve opens and closes. Perform the test 3 times.
  - 6) Operate each pump as lead pump and test the lag functionality of the remaining pumps. Manually jumper, actuate, or otherwise trigger the required devices to initiate lag pumps starting.
- D. Draining of Fluid Upon successful completion of flushing and testing operation, drain the flushing fluid from the equipment.
- E. Shop Testing Plan and Procedures

Prepare and submit a shop testing plan and procedure prior to the start of testing. Shop testing activities are not allowed until the testing plan is approved. Submit the testing plan a minimum of

[30] days prior to the start of testing. Include the following elements, as a minimum, in the testing plan:

- 1) Address of testing location and contact information for the designated point of contact.
- 2) A step-by-step, repeatable procedure for each test to be performed, including but not limited the tests detailed above.
- 3) Diagrams or drawings of test setups showing orientation of equipment during testing and installation of instrumentation.
- 4) List of instrumentation that will be used to take measurements.
- 5) Sample data collection sheets, clearly identifying what is to be recorded, to what accuracy, and the planned outcome (such as value range, threshold, or condition).

F. Shop Testing Report:

- 1) After completion of each test or group of tests, submit a test report. Include the following elements, as a minimum, in the testing plan:

G. Date(s) testing occurred

H. Identification of which equipment was tested

I. Completed data collection sheets.

J. Provide records of all adjustments and final settings for all hydraulic components in the system. This includes pump flow rates, operating times, relief settings, sequence valve adjustments, operating pressures at both the hydraulic power units and cylinder manifolds, flow level adjustments, and other parameters.

K. Post-processed output from any data collection equipment

L. Identification of a successful test. If any test stoppages or failures occurred, identify them and the measures taken to correct the deficiencies.

M. Current, non-expired calibration certificates for all instrumentation and measurement devices used during testing.

### **3 SHIPPING, HANDLING, DELIVERY, AND STORAGE**

A. Packaging: Do not prepare the hydraulic power systems for shipment until they have been inspected and accepted for shipment at origin by the Contracting Officer, unless inspection has been waived in writing. Ship each hydraulic power system or subassembly completely assembled as feasible. [Any separate delivery of components must be coordinated by the Contractor and noted in a submittal.] The subassemblies are defined as the following:

- 1) Hydraulic power units.
- 2) Piping assemblies.
- 3) Control consoles.

Provide all subassemblies and spare equipment and parts with adequate protective pads, supports, and blocking, and securely restrained to prevent distortion or damage to the painted

surfaces in transit. Any loss or damage during shipment, including damage to the painted surfaces, will be the Contractor's responsibility; replace or repair without any cost to the Government. Pack all accessories and spare parts separately in containers plainly marked "ACCESSORIES ONLY" or "SPARE PARTS ONLY." Place a packing list, listing the contents of each container, in a moisture-proof envelope and securely fasten to the outside of the container.

Standard commercial packaging in accordance with ASTM D3951 will be acceptable except where a different method or standard of packaging is specified.

- B. Shipping, Preservation, and Storage: Packing, crating, cradles, and other packing materials necessary to ensure safe shipment are the responsibility of the Contractor and become the property of the Government upon delivery of the equipment. Adequately protect machined surfaces from corrosion and physical damage. Protect equipment delivered and placed in storage from the weather, humidity, temperature variation, dirt and dust, or other contaminants.
- C. Manufacturer Preparation Before Shipment: After cleaning and prior to shipment, flush each hydraulic power unit. Fill the hydraulic tank with hydraulic fluid as specified and actuate the oil filtration system with a 25  $\mu$ m element in the filter. Circulate the fluid and change filters as become clogged. After flushing of the fluid in the tank is complete, install a by-pass loop with filter on the pressure and tank lines of the unit and the run pumps alternately until the returning oil meets the requirement for system cleanliness. Tank to be drained prior to shipment.

#### **4 ON-SITE INSTALLATION**

Install the equipment specified and as shown to complete the hydraulic power systems for operation of the gate cylinders. Install hydraulic components in accordance with the manufacturer's written instructions and under the direction of the erection engineer or manufacturer's representative. Install complete units or assemblies without disassembly. Provide necessary supports for all appurtenances, pumps, motors, and other equipment or components as indicated. Anchor floor-mounted equipment to concrete pads by anchor bolts or expansion anchors as shown. Submit an Installation Plan and Procedures.

##### **A. Erection Engineer**

Obtain the services of an experienced erection engineer who is regularly employed by the hydraulic cylinder/power unit manufacturer to supervise the installation, start-up, adjustment and operation, and testing of the equipment provided. The erection engineer to furnish a signed statement stating that the final installation and start-up of the hydraulic power system has been inspected, witnessed, and complies fully with the manufacturer's warranty requirements. Following completion of the work the erecting engineer to instruct the Contracting Officer in the operation and maintenance of the system. These field instructions to cover all items contained in the bound instructions. Do not conduct instruction until Operation and Maintenance Manuals are approved.

##### **B. Filling And Bleeding The System**

With all hydraulic equipment installed and all cleaning and flushing complete filling of the system may begin. The cleanliness of the oil used to fill the system in accordance with the requirements for system cleanliness. Open the by-pass ball valves at the cylinders. Fill each hydraulic power unit and pump oil into the system through a 25  $\mu$ m filter and keep adding oil as long as the level continues to drop. Cease pumping when the oil level no longer drops. Install by-pass piping and repeat the procedure to fill the drain/siphon line. Take care to expel as much air as possible from the piping and cylinders during the initial filling.

Utilize piping vents and drains as much as possible to expel air from the system. Each power circuit pipe for the gate cylinder to have this procedure performed to fill the respective piping. Actuate cylinders by shifting spool on the four-way valve back and forth and bleeding air from ports provided on cylinders. Continue procedure for all hydraulic power units until all cylinders have been bled. Ball valves in tank lines may be closed during bleeding to prevent introduction of air into tank lines. After all the cylinders for the machinery have been filled and bled of air, fill the hydraulic power unit tanks with oil approved by site and COR. Submit oil recommendations prior to field installation. The oil level with the gate cylinders in their normal operating positions should be approximately 500 gallons. The system, once filled, to be bled of air, operated, and periodically bled during the first week of operation to remove any air entrained in the system.

#### C. Used Hydraulic Oil

Contractor is responsible for the containment, transfer, removal, and disposal of all used hydraulic oil. Used hydraulic oil includes any oil in existing components being removed or refurbished, and any generated used oil from flushing, draining, or bleeding activities as identified in this section. Containment, transfer, removal, and disposal procedures for the used oil must be detailed in the applicable removal and installation procedures.

#### D. Power Piping and Hoses

The general arrangement of the hydraulic piping and hoses is as indicated. Any changes to the arrangement necessary to facilitate the installation and proper functioning of the system may be made subject to the approval of the Contracting Officer. Arrange the piping such as to close and open the gate cylinders when the valve spools are positioned as indicated.

#### E. Piping Installation

Install the system complete including all necessary valves, fittings, and pipe accessories. All joints to be tight and successfully pass the test as specified. Submit details of pipe supports and anchors not indicated. Adequately support all lines at intervals not greater than 10 feet or as otherwise indicated. All anchor bolts and pipe supports are to be of stainless-steel construction. Install hangers and supports using machine bolts and masonry anchors caulked in drilled holes in the masonry or by using machine bolts and expansion shields. Power piping must not be used to support other equipment. Other equipment can use the same standoff or hanger mounting point as one to support the piping, but the pipe itself must not provide the support of the equipment's load. Spacers and guides can be used if no load is transferred. Ream and remove burrs from all cut ends of pipe. Remove metal particles from the reaming operations and thoroughly clean ends of pipe before proceeding with the work. Tightly plug all piping at all times except when work is being performed on a pipe. Clean the pipe sleeves, recesses and trenches of all debris and thoroughly wash with a high pressure stream of water before any piping is installed. Drilling, chipping, or grinding of concrete in close proximity of any piping being installed is not permitted. Repeat washing out of the sleeves, recesses and trenches from time to time as necessary. Store valves in a clean, dry place and protect against moisture. Do not install valves in the system prior to 4 months before the system is to be filled with hydraulic oil. Install pipes passing through masonry in pipe sleeves as indicated. Mitering of joints for elbows and notching of straight runs of pipe for tees is not permitted.

#### F. Support of Valves with Manual Operators

Valves that operate through a manual operator (such as a handwheel or handle) connecting to hydraulic tubing must have a hanger or support on each side of the valve within 1 inch of the connection. Such valves include block, ball and needle valves. The hangers or supports must translate the load from the use of the manual operator away from the connection of the valve and tubing. Valves used with hydraulic piping larger than 2 inches in diameter may not require this additional support if the manual operator can be used without induction detrimental induction of

forces into the assembly.

#### G. Support of Cartridge Components

Components, such as filters, that require the periodic removal and installation of housings and cartridges, must not be supported by hydraulic tubing. The component's manifold or housing must be directly supported so that the forces used to perform the periodic removal and installation of the housing or cartridge element is not translated into its connection with the hydraulic tubing or piping.

#### H. Identification of Piping, Hoses, and Valves

Identify all pipe, tubing, valves, fittings, as required, and hydraulic power equipment, located within the trenches, machine rooms, and machinery recesses. Use No. 20 gauge brass tags for tagging, with the proper identification symbol stamped into the metal. Use piping symbols as indicated and stamp with 19 mm or 3/4-inch high lettering. Attach tags to piping and valving by means of No. 12 gauge copper wire. Install pipe markers at intervals of no greater than 5 m or 15 feet, except as approved.

- 1) Provide a numerical identification tag on each valve, coded such that no other valve in a connected hydraulic power system has the same number. Provide each power circuit valve with an additional tag, which indicates the valve's function.
- 2) Provide manifold-mounted valves with port identification markings on a part of the valve body that remains in view after mounting.
- 3) Identify all other valves at the port location, on the connecting piping.
- 4) Identify manifold assemblies with a tag indicating the manifold's function and the identity of the machine operated.
- 5) Identify all ball, bleed, and globe valves with a "normally closed" or "normally open" legend.
- 6) Identify all gauge mounts and pressure transducer mounts with numerical tags, as well as any working or instruction tags required for safe operation.
- 7) Provide a warning tag and an instruction tag, or tags as required, at each return filter assembly to indicate the safe, approved procedures for cartridge replacement and by-pass operation.

## 5 CLEANING AND FLUSHING

During assembly, securely cover all openings to avoid the entrance of abrasives, dirt, metal chips, and other foreign materials into the hydraulic system through open ends of piping, tubing, and ports of the components. Use the same hydraulic fluid for flushing as approved for final filling. Include a detailed description of the equipment, materials, hydraulic fluid, temperatures, and duration of each phase of the flushing in the submitted procedures. Clean the system of particles so that the contamination level is below [18/16/13] in accordance with ISO 4406. Take three 500 milliliter samples at approved locations in accordance with ISO 4021. Perform particle counting on each sample in accordance with ISO 11500 or ISO 4407 by an approved independent test laboratory. Water content of each sample to be below 200 ppm. Reclean if any sample does not comply with the permissible contamination limits and reinspect. When flushing is completed, drain the system and then fill with the specified hydraulic fluid introduced through a 10 micron filter.

#### A. Flushing Piping/Tubing

Flush all new hydraulic piping/tubing before installation of the hydraulic power unit, cylinders, and manifolds. Install by-pass loops of piping in place of cylinders, manifolds and the power units. Circulate hydraulic fluid through each and every pipe unit until returning oil meets the requirement for system cleanliness. Sequence flushing so that all piping/tubing is flushed in both directions. The flow capacity of the flushing system to produce a minimum velocity of 15 feet per second in all piping/tubing. Provide means to verify the flow during the flushing operation. Additionally, the

flushing equipment must also be capable of heating the oil to a minimum of 140 degrees F.

#### B. Flushing Manifolds and Hoses

After cleaning and prior to installation, flush each valve manifold, pipe manifold, and hose by circulating hydraulic fluid through all ports until the returning fluid meets the requirement for system cleanliness.

## 6 FIELD TESTS AND INSPECTIONS

### A. General Requirements - Field Testing

The following requirements apply to all testing activities:

- 1) Notify the Contracting Officer at least 14 calendar days before any field testing is to be conducted.
- 2) Conduct testing in the presence of the Contracting Officer unless waived in writing.
- 3) Conduct testing under the direction of the erection engineer or manufacturer's representative.
- 4) Constantly monitor details of all operations for signs of impending trouble or leakage and make corrections as necessary to prevent damage to the equipment.
- 5) Immediately correct any deficiency or maladjustment disclosed by the tests and repeat the test until satisfactory results are obtained. No subsequent tests will be permitted until all preceding tests have been completed satisfactorily.
- 6) No subsequent tests will be permitted until all preceding tests have been completed satisfactorily.

### B. Field Pressure Testing

#### 1) Pressure Testing Requirements

Perform a hydrostatic pressure test for all new installed piping and equipment. Pressure testing may be split up into distinct and separate portions as determined by the Contractor.

Perform the pressure testing in accordance with the following requirements:

1. Use the hydraulic fluid specified in this SECTION as the test fluid.
2. Use a test pressure of 2,500 psi.
3. Perform each test for a minimum of [1 hour] and additional time as needed to verify no leakage.
4. Inspect all joints, seals, packing, valves, and other areas that are possible leak points. Carefully examine welded, flanged, flared, and threaded connections and wipe for leakage, also inspect lines for evidence of deflection caused by inadequate anchorage.
5. The criteria for a successful test is zero leaks, zero drop in pressure, and no deflection of piping or equipment.
6. Take means to protect other portions of the system not being tested from becoming inadvertently pressurized during testing.

#### (2) Field Pressure Testing Plan

Prepare and submit a pressure testing plan a minimum of [30] days prior to the start of testing. The plan must be approved prior to the start of testing. Include the following elements, at a minimum, in the plan:

1. A step-by-step, repeatable procedure for performing the pressure testing. Address how challenging to reach portions of the equipment will be accessed for inspection during the test. Address installation details of temporary instruments and measuring devices.



2. List of equipment and instrumentation to be used during the test.
3. Spill protection, controls and counter measures plan to address plans and response to any leaking oil.
4. Sample data recording sheets.

### (3) Field Pressure Testing Report

For each pressure test performed, submit a test report. Include the following elements, at a minimum, in the report:

1. Date(s) testing took place
2. Identification of the equipment or systems of equipment tested and covered by the test report.
3. Completed data recording sheets with the results from testing.
4. Short narrative or statement confirming successful completion of the test.
5. If issues were discovered during testing and any testing had to be repeated, provide a narrative describing the issues and the measures taken to correct the issues.
6. Current, non-expired calibration certificates for all instrumentation and measurement devices used during testing.

## C. Field Functional Testing

### 1) HPU Functional Testing Requirements

Perform the following functional tests and inspections for the HPU:

1. Inspect the hydraulic reservoir to ensure that the fluid is at the proper level.
2. Start the hydraulic pumps from all control stations.
3. Pumps:
  - a. Inspect the pumps for proper operation and discharge pressure.
  - b. Verify proper operation of the pump controls.
  - c. Read and record the discharge pressure and flow.
  - d. Monitor and record, using data collection equipment, the motor voltage and amperage during all motor operations.
4. Adjust the pressure relief valves to limit the system pressure to the specified value. Record the set pressure and valve adjuster setting.
5. Adjust the unloading valves to unload the pumps to the reservoir. During initial system startup and when a function is not being performed. Measure and record unloader settings, actuating pressure and flow rate during unloader operation.

### 2) Control Console Functional Testing Requirements For each control console:

1. Verify the correct operation of each devices on the control console, including but not limited to: manual shut-off valves, manual control valves, manual flow control valves, solenoid operated valves, check valves, pressure gauges, etc.
2. Test all automated control systems and devices.

### 3) Field Functional Testing Plan

Prepare and submit a functional testing plan. Submit plan a minimum of [45 days] prior to the start of testing. Plan must be approved by the Government prior to the start of testing. Include the following elements in the plan at a minimum:

1. A step-by-step, repeatable procedure for performing the functional testing. The procedure must individually address testing of the controls and control consoles and the HPU.
2. List of equipment and instrumentation to be used during the test.
3. Spill protection, controls and counter measures plan to address plans and response to any leaking oil.
4. Sample data recording sheets.

#### 4) Field Functional Testing Report

For each functional test performed, submit a test report. Include the following elements, at a minimum, in the report:

1. Date(s) testing took place
2. Identification of the equipment or systems of equipment tested and covered by the test report.
3. Completed data recording sheets with the results from testing.
4. Short narrative or statement confirming successful completion of the test.
5. If issues were discovered during testing and any testing had to be repeated, provide a narrative describing the issues and the measures taken to correct the issues.
6. Current, non-expired calibration certificates for all instrumentation and measurement devices used during testing.

#### 5) Acceptance Testing

##### General Requirements - Acceptance Testing

Upon completion of all pressure testing and functional testing, perform acceptance testing. Acceptance testing must prove that the complete system, as installed, meets all requirements of the contract. During acceptance testing perform the following:

1. Monitor and record the following during all acceptance testing.
  - a. Hydraulic fluid temperature at HPU discharge.
  - b. Flow rate at HPU discharge.
  - c. Pressure in supply and return lines at HPU discharge.
  - d. Speed, temperature, voltage, and amperage of each motor
  - e. Flow Control Valve Settings
2. During each test operation, inspect the hydraulic lines and components for evidence of leakage.
3. Check flow control valves and adjust as required to conform to indicated operating time requirements.
4. Inspect and adjust sequence valves as required to obtain the indicated sequence of operation.
5. Adjust chokes in pilot circuits of pilot-operated valves to obtain smooth, shock-free operation.
6. Adjust relief valves and counterbalance valves to the proper pressures as indicated, unless otherwise directed by the Contracting Officer.
7. Inspect response of components to operation of applicable controls to confirm that all connections have been made properly.
8. Observe components and for excessive vibration, alignment and operating clearances.

9. Record observations regarding such events as unusual sounds, malfunctions or difficulties encountered, and adjustments required.

#### 6) Field Acceptance Testing Requirements

Perform the following acceptance tests. Operating tests to cover a period of not less than [4] hours and conduct all tests at such times as the Contracting Officer may direct. After installation and testing of the hydraulic system has been completed, install a complete set of new and unused filter cartridges.:

1. After final assembly and installation of the machinery, equipment and piping, and prior to completing the project, operate each assembly of operating machinery individually as nearly as practicable under its normal operating conditions for a minimum of [5] open/close cycles to demonstrate that each assembly is in proper working order and free from defects of materials, workmanship or alignment.
2. Upon satisfactory completion of the individual tests, and before final acceptance of the work, conduct, in the presence of the Contracting Officer, over-all testing through a minimum of [5] additional operating cycles, to demonstrate that all machinery has been properly installed and that gate cylinder operation can be effected without interruption.

#### 7) Field Acceptance Testing Plan

Prepare and submit an acceptance testing plan. Submit plan a minimum of [45 days] prior to the start of testing. Plan must be approved by the Government prior to the start of testing. Include the following elements in the plan at a minimum:

1. A step-by-step, repeatable procedure for performing the acceptance testing.
2. List of equipment and instrumentation to be used during the test.
3. Spill protection, controls and counter measures plan to address plans and response to any leaking oil.
4. Sample data recording sheets.

#### 8) Field Acceptance Testing Report

For each functional test performed, submit a test report. Include the following elements, at a minimum, in the report:

1. Date(s) testing took place
2. Identification of the equipment or systems of equipment tested and covered by the test report.
3. Completed data recording sheets with the results from testing.
4. Short narrative or statement confirming successful completion of the test.
5. If issues were discovered during testing and any testing had to be repeated, provide a narrative describing the issues and the measures taken to correct the issues.
6. Current, non-expired calibration certificates for all instrumentation and measurement devices used during testing.
7. A written statement that the hydraulic power system has been field tested and meets all operational requirements.

#### 9) Final Oil Testing

After all field testing is complete, take three 500 milliliter samples at approved locations in accordance with ISO 4021. Perform particle counting on each sample in accordance with ISO 11500 or ISO 4407 by an approved independent test laboratory. Water content of each sample to

be below 200 ppm. Reclean if any sample does not comply with the permissible contamination limits and reinspect. Submit field oil testing reports.

10) CLEAN-UP

Keep the work areas clean during installation of the hydraulic system and appurtenances. Upon completion of the installation of the hydraulic system and appurtenances, remove debris and surplus materials resulting from the work.

End of Section

## Section 00 20 00 - Instructions for Procurement

BIDDER INQUIRIES

Technical inquiries and questions relating to this solicitation are to be submitted via Bidder Inquiry in ProjNet at (<https://www.projnet.org>) No Later Than (NLT) 14 November 2022, 11:00 AM ET. To submit and review inquiry items, prospective vendors will need to use the Bidder Inquiry Key presented below and follow the instructions listed below the key for access. A prospective vendor who submits a comment/question will receive an acknowledgement of their comment/question via email. Another email to the same address will notify the prospective vendor once the reply is available for viewing.

The Bidder Inquiry Key is: DPYF27-5YDT4Q

## Specific Instructions for ProjNet Bid Inquiry Access:

1. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
2. Identify the Agency. This should be marked as USACE.
3. Key. Enter the Bidder Inquiry Key listed above.
4. Email. Enter the email address you would like to use for communication.
5. Click Continue. A page will then open saying that a user account was not found and will ask you to create one using the provided form.
6. Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret Question and Answer as they will be used from this point on to access the ProjNet system.
7. Click Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

## Specific Instructions for Future ProjNet Bid Inquiry Access:

1. For future access to ProjNet, you will not be provided any type of password. You will utilize your Secret Question and Secret Answer to log in.
2. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
3. Identify the Agency. This should be marked as USACE.
4. Key. Enter the Bidder Inquiry Key listed above.
5. Email. Enter the email address you used to register previously in ProjNet.
6. Click Continue. A page will then open asking you to enter the answer to your Secret Question.
7. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system.

Responses to RFIs via ProjNet are for informational purposes only. Official responses will be provided by amendment.

## INSTRUCTIONS TO BIDDERS

### VIRTUAL BID OPENING SOLICITATION INSTRUCTIONS

Bids submitted in response to this solicitation will be submitted electronically. The bid opening will be conducted via a telephone conference call that is open to the public.

#### Electronic Bid Submission

**WHAT** - Bids shall be submitted electronically, as described. The bid shall not contain classified data. The use of hyperlinks in bids is prohibited. **NOTE:** The only authorized transmission method for bids in response to this solicitation is electronically via SAFE online submission. **NO OTHER TRANSMISSION METHODS (E- MAIL, FACSIMILE, REGULAR MAIL, HAND CARRIED, ETC.) WILL BE ACCEPTED.**

**WHEN** - Bids must be submitted no later than the bid submission time. Bids submitted after the bid submission time will be considered late bids. **BID SUBMISSION TIME:** 12:00 PM ET on 15 November 2022. Bids must be received by the Government by the date/time specified in the solicitation.

**HOW** - Bidders shall electronically send their bids using the following link: <https://safe.apps.mil/>

**WHO** - The SAFE site will require contacts for bid submission to be provided. All requests for information and the bid submission must be sent to **BOTH** of the below contacts to ensure timely receipt of bids. Please use the following contact information to submit bids:

Contract Specialist: Charles Boswell at [charles.m.boswell@usace.army.mil](mailto:charles.m.boswell@usace.army.mil)

Contracting Officer: Patricia Morrow at [patricia.morrow@usace.army.mil](mailto:patricia.morrow@usace.army.mil)

**BIDDERS MUST REQUEST AN UPLOAD CODE:** Bidders must e-mail the Contract Specialist and Contracting Officer no later than five (5) working days prior to the bid opening date to receive a request code which will allow for file uploads via the SAFE site. Bidders that fail to request a code at least five (5) working days before bid opening date may not be able to receive a request code in time to upload their bids.

**SUBMISSION FORMAT:** Submission shall be in Adobe PDF format. You are limited to five (5) maximum files per upload (total size cannot exceed 2GB). If you have a large number of files, recommend that you combine or ZIP your files before uploading to the SAFE site. Bidders may use compression utility software such as WinZip or PKZip to reduce file size and facilitate transmission.

**BID GUARANTEE:** This solicitation requires submission of a bid guarantee in accordance with FAR 52.228-1. Electronic bid submissions must include a scanned copy of the original bid guarantee. Minor discrepancies in receipt of the original bid guarantee due to COVID-19 related impacts may be waived solely at the discretion of the Contracting Officer. A scanned copy of the original bid guarantee must be included in the electronic bid submission for the bid to be considered responsive.

**BONDS AND INSURANCE:** The Contractor will be required to furnish proof of insurance, including copies of the required endorsements, and performance and payment bonds within 10 calendar days following the Contractor's receipt of the contract award.

**FILE DESCRIPTION:** Include a "File Description" for each file you upload. The "File Description" will be included in the e-mail notice to each of the recipients you choose to have access your file(s). **NOTE:** Do NOT enter Privacy Act Data (Personal Identification Information (PII)) in the File Description.

#### INSTRUCTIONS TO FOLLOW ON THE SAFE WEBSITE:

1. Once at the SAFE website, select the “Drop-off” icon. This allows users without a Common Access Card (CAC, an ID issued to certain Government users), or users whose computer is not configured to read a CAC the option to access the SAFE site as a guest.
2. After selecting the “Click Here” link, you will be prompted to add your personal information, file information, recipient (Government points of contact) information and e-mail settings.
3. When completing your file information, you will be required to enter the e- mail addresses for all recipients. For this solicitation, the recipients are the Contract Specialist and the Contracting Officer, listed above. Although the e-mail address of the Government employee who initiated the request code will be automatically entered, this address may not be correct. The Bidder must enter and add the email addresses for both the Contracting Officer and Specialist listed above to the Recipient List. The Bidder can enter an additional e-mail address if desired. After entering the e-mail address, click the ADD button to add the e-mail to the “Recipients List” for your response. When your bid is submitted, a notification will be sent to the selected recipients.

NOTE: Do NOT send the SAFE site packages to group e-mail accounts.

Even if you successfully upload your bid to the SAFE site, notification will not be sent to the Government recipients until you verify your e-mail address. Entering an incorrect e-mail may result in the rejection of your submission for lateness. A Bidder can confirm proper submission by the ‘Drop-Off Completed’ screen which generates based on proper file submission.

NOTE: It has been reported that documents are more quickly uploaded into the SAFE website when using a Firefox web browser. The Government cannot verify that this is true and offers no guarantee that Bidders will have more success utilizing any particular browser.

#### TIMELINESS OF BIDS:

For the purposes of establishing whether a bid submission is considered timely, the Government considers the date and time the submission is completely uploaded into the SAFE website. Do not assume that electronic communication is instantaneous. It can take several minutes or even hours in some cases.

The Government will not be responsible for bids delivered to any location or to anyone other than those designated to receive bids. Bidders are responsible for ensuring that bids are submitted so as to reach the designated recipient.

Bidders are responsible for allowing sufficient time for the bid to be received in accordance with the instructions provided.

#### BID OPENING

Bids will be opened after bid submission time has expired and the Government has had time to download and organize the bids from the SAFE sight. No Government officials will open electronic documents until the Independent Government Estimate is finalized and received by the Bid Opening Official.

BID OPENING TIME: 03:00 PM ET on 11 July 2022

The bid opening will be conducted via public conference call.

During the bid opening, the Bid Opening Official will read the bid totals in the order received electronically. The Bid Opening Official will then read the line item prices and total for each submission. The Contract Specialist will record the bid opening results, which will be posted to [www.SAM.gov](http://www.SAM.gov) as quickly as practicable following the bid opening.

In accordance with FAR 14.402-1(c), interested persons may examine the bids after the bid opening. Interested persons may contact the Contract Specialist identified above following the bid opening to request an electronic copy of the bid(s). Please be considerate of limited Government resources and request bid copies only as necessary.

To preserve conference line stability, bidders are asked to limit the number of individual calls to the conference line to the minimum needed for participation. The bid opening will proceed as scheduled even if individual bidders or members of the public are not able to access the telephone line at the bid opening time. Any interested party may access the results of the bid opening on [www.SAM.gov](http://www.SAM.gov) shortly after the bid opening.



## Section 00 21 00 - Instructions

## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Unique Entity Identifier	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
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
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.225-10	Notice of Buy American Requirement--Construction Materials	MAY 2014
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

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

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that--

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record ``Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

- (b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of Provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price Construction contract resulting from this solicitation.

(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 twenty percent (20%) of the bid price or \$3,000,000.00, whichever is less.-

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

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

(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

Patricia Morrow  
U.S. Army Corps of Engineers, Baltimore District  
2 Hopkins Place  
Baltimore, MD 21201

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

(End of provision)

#### 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

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

Name: Charles Boswell  
Address: charles.m.boswell@usace.army.mil  
Telephone: 443-986-1043

(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):

Federal Acquisition Regulation: <https://www.acquisition.gov/browse/index/far>

Defense Federal Acquisition Regulation Supplement: <https://www.acquisition.gov/dfars>

Army Federal Acquisition Regulation Supplement: <https://www.acquisition.gov/afars>

(End of provision)

#### 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 Supplement](#) (48 CFR Chapter [2](#)) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(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	NOV 2011
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.232-7016	Notice of Progress Payments or Performance-Based Payments	APR 2020

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238990.

(2) The small business size standard is \$16,500,000.

(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 I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

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

(D) 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
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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)

#### 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.

X (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)

## 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	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government

## Section 00 72 00 - General Conditions

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-16	Preventing Personal Conflicts of Interest	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
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
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
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	NOV 2021
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.222-3	Convict Labor	JUN 2003
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014

52.222-19 (Dev)	Child Labor - Cooperation with Authorities and Remedies (DEVIATION 2020-O0019)	JAN 2022
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	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
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	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
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-11 (Dev)	Individual Surety--Pledge of Assets (DEVIATION 2020-O0016)	FEB 2021
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15 (Dev)	Performance and Payment Bonds-Construction. (Deviation 2020-O0016)	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-24	Prohibition of 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
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 2022
52.246-12	Inspection of Construction	AUG 1996
52.246-26	Reporting Nonconforming Items.	NOV 2021
52.248-3	Value Engineering-Construction	OCT 2020
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
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
252.203-7004	Display of Hotline Posters	AUG 2019
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
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement	NOV 2020
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
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
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
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
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
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.243-7999 (Dev)	Section 3610 Reimbursement. (DEVIATION 2020-O0021)	AUG 2020
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.246-7008	Sources of Electronic Parts	MAY 2018

#### CLAUSES INCORPORATED BY FULL TEXT

#### 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)

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

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **28 February 2023**. The time stated for completion shall include final cleanup of the premises.

\*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(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 **TBD [Contracting Officer insert amount]** for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

## 52.222-23 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
4.8% Mineral WV	6.9% All

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 **Jennings Randolph Lake, Elk Garden, Mineral County, WV**

(End of provision)

#### 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)

#### 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (NOV 2021)

(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.

Domestic construction material means--

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

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

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

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

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

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

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

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

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

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:

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

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

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

(c) Request for determination of inapplicability of the Buy American 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)

#### 52.232-16 PROGRESS PAYMENTS (NOV 2021) (DEVIATION 2020-O0010)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 90 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors—

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and



- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).
- (4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:
- (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
  - (ii) Costs incurred by subcontractors or suppliers.
  - (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
  - (iv) Payments made or amounts payable to subcontractors or suppliers, except for-
    - (A) Completed work, including partial deliveries, to which the Contractor has acquired title; and
    - (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.
- (5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.
- (6) The total amount of progress payments shall not exceed 90 percent of the total contract price.
- (7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.
- (8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.
- (9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.
- (b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 90 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.
- (c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:
- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).
  - (2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.
  - (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
  - (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
  - (5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.
  - (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.
- (d) Title.
- (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
  - (2) Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.
    - (i) Parts, materials, inventories, and work in process;
    - (ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments, and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to—

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments—

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if—

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments—

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if—

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments—

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if—

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope

and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30<sup>th</sup> day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation: <https://www.acquisition.gov/browse/index/far>

Defense Federal Acquisition Regulation Supplement: <https://www.acquisition.gov/dfars>

Army Federal Acquisition Regulation Supplement: <https://www.acquisition.gov/afars>

(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)

## Section 00 73 00 - Supplementary Conditions

AT/OPSEC AND SECURITY LANGUAGE**ANTITERRORISM/OPERATIONS SECURITY (AT/OPSEC)**

**AT Level I Training.** All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, and controlled-access areas shall complete AT Level I awareness training within 30 calendar days after the 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 5 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>.

**Access and general protection/security policy and procedures.** 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.

**Access and General Protection/Security Policy and Procedures.** All contractor and all associated subcontractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks or background investigation and to meet installation/facility 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 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 installation or facility change, the Government may require changes in contractor security matters or processes.

**Suspicious Activity Reporting Training** (e.g. iWATCH, CorpsWatch, or See Something, Say Something). The contractor and all associated sub-contractors shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 5 calendar days after the completion of the Training.

**OPSEC Training.** All new contractor employees will complete Level I OPSEC Training within 30 calendar days of their reporting for duty. Additionally, all contractor employees must complete annual OPSEC awareness training. The contractor shall submit certificates of completion for each affected contractor and subcontractor employee, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training. OPSEC awareness training is available at the following websites: <https://www.iad.gov/iass/> or <http://www.cdse.edu/catalog/operationssecurity.html>; or it can be provided by the RA OPSEC Officer in presentation form which will be documented via memorandum.

**Information Assurance (IA)/Information Technology (IT) training.** All contractor employees and associated sub-contractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of employment.

**Information Assurance (IA)/Information Technology (IT) certification.** All contractor employees supporting IA/IT functions shall be appropriately certified upon contract IAW DoD 8570.01-M, DFARS 252.239-7001 and AR 25-2. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

**Contracts That Require Handling or Access to Classified Information.** Contractor shall comply with AR 380-67 (Personnel Security Program) and Homeland Security Presidential Directive 12 (Policy for a Common Identification Standard for Federal Employees and Contractors) as well as FAR 52.204-2, Security Requirements. Additionally, Contractors must comply with - (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor. For classified contracts, the DD Form 254 will be attached with the contract.

Will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas. All contract employees, including subcontractor employees who are not in possession of the appropriate security clearance or access privileges, will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas.

**Contractor Company to obtain a Facility Clearance and individual clearances at the appropriate level.** The Prime Contractor Company must have a Facility Clearance (FCL) at the appropriate level (IAW the NISPOM DOD 5220.22-M and AR 380-49) prior to the start of the contract awarded period of performance. Contractor personnel performing work under this contract must have the required security clearance, per AR 380-67, at the appropriate level at the start of the period of performance. Security Clearances and FCL requirements are required to be maintained for the life of the contract IAW the DD Form 254 attached to the contract. If no FCL, the supporting Government Contracting Activity will sponsor the prime contract company in obtaining the FCL.

**Pre-screen candidates using E-Verify Program.** The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award." \*When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. This Form will be provided to the Contracting Officer and shall become part of the official contract file.

**Note:** Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).  
(End of Text)

#### INFORMATIONAL TEXT

#### **PRIMARY CONTRACTING OFFICER**

Only a warranted Contracting Officer, acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.

(End of Text)

#### **REQUIRED INSURANCE FOR GOVERNMENT INSTALLATION & DREDGING**

Pursuant to the contract clause entitled , 52.228-5, Insurance - Work on a Government Installation or on Dredging projects (which ever applies), the contractor shall procure and maintain during the entire period of this performance under the contract the following minimum insurance:

#### **COVERAGE FOR GOVERNMENT INSTALLATION**

Type	Amount
Comprehensive General Liability	\$500,000 per occurrence
Bodily injury or death	
Motor Vehicle Liability (for each motor vehicle):	
Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property Damage:	\$20,000 per occurrence
Workers' Compensation and Employer's Liability:	\$100,000 per person

#### **COVERAGE FOR DREDGING**

Type	Amount
Comprehensive General Liability	\$500,000 per occurrence
Bodily injury or death	

Marine Liability –	
Excess towers' liability	\$1,000,000 per occurrence
Excess protection and indemnity insurance	\$1,000,000 per occurrence
Workers' Compensation and Employer's Liability: (including Longshore & Harbor Workers' Compensation)	\$100,000 per person

Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

(End of Text)

## **SAFETY ASSURANCE**

Preconstruction Safety Meeting: Representatives of the Contractor shall meet with the Contracting Officer or his/her representative(s) prior to the start of repair, alteration or construction activities for the purpose of reviewing the Contractor's safety and health programs and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract. This meeting may be held in conjunction with the preconstruction conference, if so directed by the Contracting Officer. The conduct of this meeting is not contingent upon a general preconstruction meeting. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principal on-site representative(s) shall attend this meeting. Compliance with Regulations: All work, including the handling of hazardous materials or the disturbance or dismantling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 20 CFR 1926/1910. Work involving the disturbance or dismantling of asbestos or asbestos containing materials, the demolition of structures containing asbestos, and/or the disposal and removal of asbestos, shall also comply with the requirements of 40 CFR, Part 61, Subparts A and B, ETL 1110-1-118 and DA Circular 40-83-4. 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.

### **Contractor Responsibility:**

(a) 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, and shall hold the Government harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury, or death. Contractors are required to report any accidents and injuries to the Contracting Officer's Representative within 24 hours of the accident. A written report (ENG 3394) shall be submitted within 72 hours of the accident to the Contracting Officer's Representative.

(b) The Contractor is subject to the safety and health standards of both the Occupational Safety and Health Act (OSHA) and the Corps of Engineers General Safety Requirements, EM 385-1-1. Implementation of OSHA provisions rests in the statutory requirement while compliance with EM 385-1-1 is a contractual matter.

(c) The Contractor should review the accident-prevention clauses of the contract, the Corps of Engineers General Safety Requirements, EM 385-1-1, latest revision, referred to therein, and the special and technical provisions applicable to safety. The Contractor should assure himself that he has full knowledge of the personal protective equipment (including respiratory equipment) that must be provided workmen, and that he is familiar with medical surveillance and recordkeeping requirements and with the safety standards applicable to machinery and mechanized equipment, ladders and scaffolds, fire prevention and protection, stripping of concrete forms, cleanup and housekeeping and other safety measures for the prevention of accidents during construction.

Inspections, Tests, and Reports: The required inspections, tests, and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required, shall be at the contractor's expense. These reports shall be furnished in accordance with the terms contained herein.

(a) MATERIALS AND EQUIPMENT: Special facilities, devices, equipment, clothing, and similar items used by the Contractor in the execution of work shall comply with the applicable regulations.

(b) HAZARDOUS MATERIALS: The Contractor shall bring to the attention of the Contracting Officer any material suspected of being hazardous which he encounters during execution of the work. A determination will be made by the Contracting Officer as to whether the Contractor shall perform tests to determine if the material is hazardous. If the Contracting Officer directs the contractor to perform tests, and/or if the material is found hazardous and additional protective measures are needed, a contract change may be required, subject to equitable adjustment under the terms of the contract.

(End of Text)

#### **HEAD PROTECTION (HARD HATS)**

The entire work area under this contract is designated as a hard hat area. The contractor shall post the area as per paragraph 05.D.01, EM 385-1-1, and shall insure that all contractor personnel, vendors, and visitors utilize hard hats within the project area.

(End of Text)

#### **SUBMISSION OF INVOICES**

(a) Original invoices for services performed under the contract will be submitted to and payment will be made by:

USACE Finance Center  
ATTN: Disbursing  
5722 Integrity Drive  
Millington, TN 38054-5005

(b) One copy of all invoices shall be forwarded to the following for review and certification: It is preferred that the Contractor hand delivers their invoice to the designated Project Engineer and follow the Construction Quality Control (CQC) process to utilize the Resident Management System (RMS) providing for:

1) Contractor's invoice on ENG Form 93, which shall show, in summary form, the basis for arriving at the amount of the invoice.

2) Contractor's monthly estimate for voucher with an update of the work completed under the contract measured as percent or as specified quantities, with subcontractor and supplier payment certification.

3) Prompt payment certification.



4) Updated submittal register.

(End of Text)

#### **SUMMARY FOR THE PAYMENT OFFICE**

All modifications will provide sufficient information to permit the paying office to readily identify the changes for each Contract Line Item (CLIN) and SubCLIN item as follows:

(a) The amount of funds obligated by prior contract actions, to include the total cost and fee if a cost-type contract; the target-fee at time of contract award if a cost-plus-incentive-fee contract; the base fee if a cost-plus-award-fee contract; or the target price and target profit if a fixed-price incentive contract;

(b) The amount of funds obligated or deobligated by the instant modification, categorized by the types of contracts specified in paragraph (a) of this section; and

(c) The total cumulative amount of obligated or deobligated funds, categorized by the types of contracts specified in paragraph (a) of this section.

(End of Text)

#### **EVALUATION OF CONTRACTOR PERFORMANCE**

As a minimum, the contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during the contract performance when determined to be in the best interest of the Government.

The format for the evaluation will be DD2626, and the contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The contractor will be advised of any unsatisfactory rating either in an individual element or in the overall rating prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DOD Contracting Offices for their future use in determining contractor responsibility.

(End of Text)

WAGE DETERMINATION

"General Decision Number: WV20220078 08/05/2022

Superseded General Decision Number: WV20210078

State: West Virginia

Construction Type: Heavy

Counties: Hampshire and Mineral Counties in West Virginia.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered	. Executive Order 14026	
into on or after January 30,	generally applies to the	
2022, or the contract is	contract.	
renewed or extended (e.g., an	. The contractor must pay	
option is exercised) on or	all covered workers at	
after January 30, 2022:	least \$15.00 per hour (or	
	the applicable wage rate	
	listed on this wage	
	determination, if it is	
	higher) for all hours	
	spent performing on the	
	contract in 2022.	
If the contract was awarded on	. Executive Order 13658	
or between January 1, 2015 and	generally applies to the	
January 29, 2022, and the	contract.	
contract is not renewed or	. The contractor must pay all	
extended on or after January	covered workers at least	
30, 2022:	\$11.25 per hour (or the	
	applicable wage rate listed	
	on this wage determination,	
	if it is higher) for all	
	hours spent performing on	
	that contract in 2022.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022
2	02/25/2022
3	08/05/2022

CARP0441-007 05/01/2020

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 33.80	17.61

\* ELEC0307-008 05/30/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 36.25	18.73

ENGI0132-022 12/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
GROUP 1.....	\$ 38.95	19.55
GROUP 2.....	\$ 36.19	19.55
GROUP 3.....	\$ 35.08	19.55

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes (All types, including Tower Cranes),  
Excavators with an operating weight of one hundred ten  
thousand (110,000) pounds and over.

GROUP 2: Compactor, Forklift, Grader/Blade, Mechanic,  
Excavators with an operating weight of up to one hundred  
ten thousand (110,000) pounds, Tractor, Trencher.

GROUP 3: Roller.

IRON0549-013 12/01/2021

	Rates	Fringes
IRONWORKER, ORNAMENTAL AND STRUCTURAL.....	\$ 34.44	24.61

IRON0568-021 12/01/2020

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 33.70	22.04

LABO0379-033 12/01/2020

	Rates	Fringes
LABORER:		
GROUP 1.....	\$ 26.32	16.50
GROUP 2.....	\$ 25.26	16.50

GROUP 1: Chain Saw, Concrete Saw (Hand Held/Walk Behind),  
Concrete Worker, Hand Held Drill, Grade Checker, Mason  
Tender-Cement/Concrete.

GROUP 2: Common or General

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LABO1149-011 12/01/2020		
	Rates	Fringes
LABORER:		
Asphalt Raker.....	\$ 26.17	16.75
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PAIN1144-006 12/01/2021		
	Rates	Fringes
PAINTER: Spray.....	\$ 32.12	16.65
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PLAS0926-001 06/01/2018		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.63	21.26
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TEAM0175-006 12/07/2015		
	Rates	Fringes
TRUCK DRIVER		
Flatbed Truck.....	\$ 30.98	15.98
Off the Road Truck.....	\$ 31.77	15.98
Tractor Haul Truck.....	\$ 31.77	15.98
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* UAVG-WV-0013 01/01/2019		
	Rates	Fringes
LABORER (Mortar Mixer).....	\$ 26.17	16.50
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* UAVG-WV-0022 01/01/2019		
	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(Drill).....	\$ 32.19	18.30
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SUWV2012-076 08/13/2012		
	Rates	Fringes
LABORER: Flagger.....	\$ 21.76	10.95
LABORER: Pipelayer.....	\$ 22.82	10.95
OPERATOR: Backhoe.....	\$ 24.39	15.50
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 24.75	14.94

OPERATOR: Boom.....	\$ 28.71	11.59
OPERATOR: Bulldozer.....	\$ 24.39	15.50
OPERATOR: Loader.....	\$ 27.06	15.50
OPERATOR: Oiler.....	\$ 22.03	14.64
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 24.39	15.50
Truck Driver, Dump (Excluding Off the Road Trucks).....	\$ 22.39	12.01

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

\* an existing published wage determination

- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"