

| | | | | |
|---|--------------------------------------|--|--|--------------------------|
| SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO. W911SG23B0005 | 2. TYPE OF SOLICITATION <input checked="checked" type="checkbox"/> SEALED BID (FB) <input type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED 25-Aug-2023 | PAGE OF PAGES 1 OF 71 |
| IMPORTANT - The "offer" section on the reverse must be fully completed by offeror. | | | | |
| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. | | 6. PROJECT NO. | |
| 7. ISSUED BY CODE W911SG MICC - FORT BLISS (919TH CBN) 111 PERSHING RD FT BLISS TX 79916 TEL: (915) 568-0163 FAX: | | 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; padding: 10px;">See Item 7</div> TEL: FAX: | | |
| 9. FOR INFORMATION CALL: | A. NAME DOMINC TACLA | | B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 9155685150 | |
| SOLICITATION | | | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | |
| 10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> This is an "Invitation for Bids" Project Title: Repair Signs and Speed Control WSMR Main Post A bid guarantee is required (see clause at 52.228-1). All bid bonds must be originals; photocopies will not be accepted. Performance and Payment Bonds are required (see clause at FAR 52.228-15). This is a 100% competitive set-aside for Women Owned Small Businesses (WOSB) under NAICS 237310 with a small business size standard of \$45.0M. The estimated magnitude of construction for this project is between \$500,000.00 and \$1,000,000.00. Applicable New Mexico Gross Receipts Tax Rate for Dona Ana County is 6.500% as of the date of solicitation **ALL WORK SHALL BE PERFORMED SIMULTANEOUSLY ** The awardee of this contract will be required to provide a Superintendent at all times work is being performed on the project (see clause at FAR 52.236-6). The Superintendent is considered a key position. This position SHALL NOT be subcontracted and must work directly for the prime contractor. Bid Opening Address: MICC-Fort Bliss, 111 Pershing Rd. Room 111, Fort Bliss, TX 79916 Bidders are required to provide a CD copy of their bid documents along with their hard copy of IFB submission. Resulting contract will be Firm Fixed Price (FFP). | | | | |
| 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>0</u> copies to perform the work required are due at the place specified in Item 8 by <u>11:00 AM</u> <i>(hour)</i> local time <u>25 Sep 2023</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>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected. | | | | |

| SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i> | | | | | | | | | | |
|---|--|--|------------------|-------------|---|--|--|------------------------|------------------------|--|
| OFFER (Must be fully completed by offeror) | | | | | | | | | | |
| 14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i> | | | | | 15. TELEPHONE NO. <i>(Include area code)</i> | | | | | |
| CODE | | | | | 16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14 | | | | | |
| | | | | | FACILITY CODE | | | | | |
| 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 | |
| AWARD (To be completed by Government) | | | | | | | | | | |
| 21. ITEMS ACCEPTED: | | | | | | | | | | |
| 22. AMOUNT | | 23. ACCOUNTING AND APPROPRIATION DATA | | | | | | | | |
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> | | | | ITEM | 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 | | | | | |
| CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE | | | | | | | | | | |
| <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: | | | 31C. AWARD DATE | | |
| 31B. UNITED STATES OF AMERICA BY | | | | | | | | | | |

Section 00010 - Solicitation Contract Form

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001 | REPAIR SIGNS/SPEED CONTROL WSMR MAIN PO FFP The contractor shall furnish all labor, material, equipment, tools, transportation, performance/payment bonds and supplies necessary to complete the work according to the contract. The project consists of new/refreshed pavement markings through-out the entire main post, new traffic signs, pole mounted radar, solar LED roadway signs and raised crossings IAW SOW. FOB: Destination PSC CD: Z2LB | 1 | Job | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0002 | Payment Bonds FFP The Government will only reimburse the actual amount paid for the payment bond premiums. The Government will not reimburse the Contractor for Surety Guarantee Fees of any kind. FOB: Destination | 1 | Each | | |

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| | | | | |
|------|------------|------------|-----------|-----------|
| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|------------|------------|-----------|-----------|

| | | | | |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|------|---------------|----------|---|------------------|
| 0001 | 120 dys. ANP | 1 | DPW WSMR - W91VB1 GUS ALVIDREZ W6CJ USAG WHITE SANDS BLDG 1870 ABERDEEN WHITE SANDS NM 88002-5000 575 678 2929 FOB: Destination | W91VB1 |
| 0002 | 10 dys. ADC | 1 | (SAME AS PREVIOUS LOCATION) FOB: Destination | W91VB1 |

Section 00100 - Bidding Schedule/Instructions to Bidders

INSTRUCTION TO OFFERORS

INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

1. Description of the Project:

The Directorate of Public Works (DPW) White Sands Missile Range (WSMR) has a new requirement that consists of removing and replacing roadway traffic signs and provide new/refreshed pavement markings through-out the main post, new traffic signs, pole mounted radar, solar LED roadway signs and raised crossings at WSMR Main Post, NM.

2. Instructions to Bidders:

2.1. You are invited to submit a bid in response to our Invitation for Bids (IFB) W911SG-23-B0005 Repair Signs and Speed Control WSMR Main Post at **11:00 AM MST 25 September 2023 at 111 Pershing Rd., Ft. Bliss, TX, Room 220.**

2.2. As a result of this solicitation, the Government intends to award a Firm Fixed Price (FFP) contract resulting from this solicitation to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Government, considering only price.

2.3. **This solicitation is set-aside 100% for Women Owned Small Businesses (WOSB).**

3. NOTICE OF PRE-BID CONFERENCE AND SITE VISIT:

3.1. A pre-bid conference will be conducted on **6 September 2023 at 10:00 AM MST** for the purposes of briefing on the bid requirements and answering questions regarding this solicitation. This conference will be held at the parking lot of **BLDG 102 Headquarters Avenue, White Sands Missile Range, NM. 88002**. Interested Contractors are highly encouraged to attend the pre-bid conference however it is not mandatory. The site visit will be held following the conference.

3.2. The conference/site visit is limited to a maximum of two (2) attendees per company. Contractor representatives should be prepared to furnish identification if requested. Email the following information for all attendees to **Dominic P. Tacla at dominic.p.tacla.civ@army.mil, and Flor F. Sanchez at flor.f.sanchez.civ@army.mil.**

COMPANY NAME

POC Name and position title

Telephone Number

Individual or group questions will not be answered during the site visit. Potential bidders may submit written questions in accordance with number 4 (below) of these instructions to bidders' section.

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

3.4. A record of the conference shall be made and furnished to all prospective bidders via posting at <https://sam.gov/>.

4. FORMAL COMMUNICATION, OFFEROR EXPLANATIONS:

Submit all questions in the format shown below by email to the contracting office to both addresses shown below. **Do NOT contact DPW directly. Doing so will only delay your answer.** All questions must come through the Contracting Office.

Subject Line: Reference No. SOLICITATION W911SG-23-B0005

Email: flor.f.sanchez.civ@army.mil

Email: dominic.p.tacla.civ@army.mil

PRE-BID INQUIRY FORMAT

Date of Bid Inquiry: _____

From: _____ Company Name: _____

Address _____

Phone Number: _____ Fax Number: _____

Email address: _____

Bid Inquiry: (Please clearly state your question) (If sent via an attachment word doc are preferred to facilitate posting of answers to the master Q&A document.)

4.1. Any explanation desired by bidder regarding the meaning or interpretation of the solicitation, or proposals, drawings, specifications, etc. must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bid.

4.2. All questions and requests for information (RFI) must be received **NO LATER THAN 8 September 2023 at 1:00 PM MST**. BIDDERS ARE STRONGLY ENCOURAGED TO SUBMIT QUESTIONS EARLY IN THIS PROCESS.

****After the due date no additional RFI's will be answered****

4.3. Any changes to the drawings, specifications, etc. will be issued in the form of an amendment. However, any answers that clarify or provide an interpretation to the drawings, specifications, etc. will NOT be posted via amendment but rather as a response to the RFI on SAM at <https://sam.gov/>.

4.4. Receipt by the bidder must be acknowledged in the space provided on the SF 1442 or by returning a signed copy of the amendment by the time set for receipt of bids.

4.5. All technical data related to this solicitation will be distributed using the SAM Contract Opportunities (<https://sam.gov/>) system. SAM is a web-based dissemination tool designed to safeguard acquisition-related information for all Federal agencies. Interested bidders/offerors must register with SAM before accessing the system.

4.5.1. Amendments, if/when issued will be posted to <https://sam.gov/> for electronic downloading. This will normally be the only method of distributing amendments prior to closing; therefore, it is the offerors responsibility to check the website periodically for any amendments to the solicitation. Websites are occasionally inaccessible due to various reasons.

5. SUBMISSION OF BIDS: ELECTRONIC SUBMISSION OF BIDS, TO INCLUDE EMAIL AND FACSIMILE TRANSMISSIONS, IS NOT AUTHORIZED.

5.1. The Government will not be responsible for bids delivered to any location or to anyone other than those designated to receive bids on its behalf as indicated below. Any bids hand-delivered between 10:00 AM and 11:00 AM MST on the due date shall only be delivered to the bid opening room at:

**MICC-Fort Bliss, Room 220
111 Pershing Rd.
Fort Bliss, TX 79916**

*Note: Late receipt of bids due to entry delays may not be deemed excusable and the Contracting Officer shall declare the bid "late" in accordance with FAR 14.304.

All bids must be clearly identified with the bidder's name and address. To ensure timely and proper handling, the lower left corner of the outermost wrapper should indicate the following:

Invitation for Bid No: W911SG-23-B-0005**Due Date of Bids: 25 September 2023****Time by which Bids are due: 11:00 AM MST.****Title of Project: Repair Signs and Speed Control WSMR Main Post**

Bidders' submission shall consist of one (1) volume, physically separated with detachable parts, and individually title (to include one CD/DVD submitted). Please note no thumb drives will be accepted.

| TAB | TITLE | ORIGINAL (HARD COPY) | CD/DVD COPIES |
|-----|-----------------------------|-------------------------|------------------|
| A | COVER SHEET | 1 | 1 |
| B | SF 1442 / SF 30 AMENDMENTS | 1 | 1 |
| C | TOTAL CONTRACT PRICE | 1 | 1 |
| D | LETTER FROM BONDING COMPANY | 1 | 1 |
| E | BID BOND GUARANTEE | 1 | 1 |
| F | SUBCONTRACTOR LIST | 1 | 1 |
| G | REPS AND CERTS | 1 | 1 |
| H | DIGITALLY SIGNED DRAWINGS | 1 | 1 |

Bids delivered before bid opening must be delivered in person or by mail, including, Federal Express or United Parcel Service to the address as indicated below. The date and time of delivery established by these carriers is not the official time of receipt by the Government. Bidders are responsible for allowing sufficient time for the bid to be processed for receipt and are cautioned that sufficient time may be as much as 24 hours prior to the date and time designated for receipt of bids. Bids sent by Federal Express and United Parcel Service are required to be sent to:

MICC-Fort Bliss**Attention: Dominic P. Tacla, Contract Specialist****W911SG-23-B-0005****Bldg. 111 Pershing Road****Fort Bliss, TX 79916**

Note if you will be mailing your bid please ensure you allow enough time due to possible shipping delays due to COVID-19

Bidders must allow sufficient time to complete security screening to gain admittance to Fort Bliss, TX. The Government will not be responsible for bids delivered to any location or to anyone other than those designated to receive bids on its behalf. Bidders are responsible for ensuring bids are submitted to reach the location designated for receipt of bids.

6. PUBLIC BID OPENING:

The bid opening will occur at the time and date specified in Block 13 of the SF1442:

MICC-Fort Bliss, Room 220**111 Pershing Rd.****Fort Bliss, TX 79916**

7. WAGE DETERMINATION:

Construction Wage Rates are applicable to this project NM20230035 as indicated in Section 00800 and provided as separate attachment.

8. BID PREPARATION EXPENSES AND PRE-CONTRACT COSTS:

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

9. CLAUSES:

Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

10. SYSTEM FOR AWARD MANAGEMENT (SAM):

Bidder must be registered in the database IAW FAR 52.204-7 in order to be awarded a contract and have the applicable NAICS code listed in FAR 52.219-1(c), Small Business Program Representations (Alternate I), Representations.

11. DISPOSITION OF UNSUCCESSFUL BIDS:

In compliance with FAR Subpart 4.8, the Government will retain one copy of all unsuccessful bids including the bid bond.

12. BID CONTENT/BIDDERS QUALIFICATIONS:

IFB DOCUMENTS. Contract shall be awarded to the responsive/responsible prospective contractor considering only price. Before award, to be determined responsive, a prospective contractor must furnish the following information with their bid:

a. TAB A: Cover Sheet. Coversheet shall be on company letterhead and must contain your Unique Entity Identifier (UEI) number, CAGE code, Tax ID, and authorized representative(s) who can obligate your company contractually, sign the bid, and sign, other contract actions; include telephone number with area code and complete email address for each authorized representative.

b. TAB B: Signed and completed SF 1442 along with any amendments. The SF1442 shall be submitted fully completed. The Contractor shall acknowledge any amendments to the IFB in accordance with the instructions on the SF1442. All bidders are cautioned to complete blocks 20a-20c with an original signature in block 20b. Failure to provide all the above requirements shall render your bid nonresponsive.

c. TAB C: CLIN Price and Total Contract Amount. The Bidders shall provide page 3 of the solicitation pricing each CLIN individually and include the OVERALL contract price.

d. TAB D: Letter from Bonding Company. Letter must indicate the bidder's ability to obtain performance and payment bonds in the amount of their bid. Failure to provide this letter shall render your bid as nonresponsive.

e. TAB E: Bid Bond Guarantee. Per FAR 52.228-1, failure to provide a bid bond guarantee shall render your bid nonresponsive.

f. TAB F: Subcontractor List. Bidders shall submit a list of proposed subcontractors as an attachment to their bid. If bidder does not intend on utilizing subcontractors (self-perform), Bidder shall state so in their bid.

g. TAB G: REPRESENTATIONS, CERTIFICATIONS. The bidder shall ensure that their business has completed an online Representations and Certifications at the System and Awards Management (SAM) website, which may be found at <https://www.sam.gov/portal/public/SAM//>. It is the bidder's responsibility to ensure that the information provided in each representation and certification is completed truthfully and completely. A bidder's failure to complete the online representations and certifications prior to the close of the Solicitation (to include listing of the applicable NAICS code and applicable size standards) will result in their bid being deemed non-responsive and eliminated from further consideration. Bidders shall submit the representations and certifications

listed in Section 00600 or provide a printed version of the documents from their corporate SAM profile. Bidder must be registered in the database IAW FAR 52.204-7 in order to be awarded a contract and have the applicable NAICS code listed in FAR 52.219-1(c), Small Business Program Representations (Alternate I), Representations.

h. TAB H: DIGITALLY SIGNED DRAWINGS. Bidders shall submit a copy of signed drawings, file name:

DPW062973P DRAWINGS REPAIR SIGNS AND SPEED CONTROL WSMR MAIN POST W911SG23B0005

Please note drawings shall be digitally signed. Failure to provide digitally signed drawings shall render your bid as nonresponsive.

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

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

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

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

(c) Representations.

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

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

(End of provision)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAR 2023)

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

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

Small business concern--

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 237310, if the acquisition--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

☐ (i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ Use with Alternate I.

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

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

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

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

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

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

| FAR/DFARS provision No. | Title | Date | Change |
|-------------------------|-------|------|--------|
| | | | |

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

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------------|---|----------|
| 52.222-35 Alt I | Equal Opportunity for Veterans (JUN 2020) Alternate I | JUL 2014 |
| 52.222-35 | Equal Opportunity for Veterans | JUN 2020 |
| 52.202-1 | Definitions | JUN 2020 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | MAY 2014 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | JUN 2020 |
| 52.203-7 | Anti-Kickback Procedures | JUN 2020 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | MAY 2014 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | MAY 2014 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | JUN 2020 |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements | JAN 2017 |
| 52.204-2 | Security Requirements | MAR 2021 |
| 52.204-2 Alt II | Security Requirements (MAR 2021) - Alternate II | APR 1984 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | JUN 2020 |
| 52.204-13 | System for Award Management Maintenance | OCT 2018 |
| 52.204-16 | Commercial and Government Entity Code Reporting | AUG 2020 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | AUG 2020 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | DEC 2014 |
| 52.204-22 | Alternative Line Item Proposal | JAN 2017 |
| 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 |
| 52.209-11 | Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law | FEB 2016 |
| 52.211-13 | Time Extensions | SEP 2000 |
| 52.214-3 | Amendments To Invitations For Bids | DEC 2016 |
| 52.214-4 | False Statements In Bids | APR 1984 |
| 52.214-5 | Submission Of Bids | DEC 2016 |
| 52.214-6 | Explanation To Prospective Bidders | APR 1984 |
| 52.214-7 | Late Submissions, Modifications, and Withdrawals of Bids | NOV 1999 |
| 52.214-18 | Preparation of Bids-Construction | APR 1984 |
| 52.214-19 | Contract Award-Sealed Bidding-Construction | AUG 1996 |
| 52.214-26 | Audit and Records--Sealed Bidding | JUN 2020 |
| 52.214-34 | Submission Of Offers In The English Language | APR 1991 |
| 52.214-35 | Submission Of Offers In U.S. Currency | APR 1991 |
| 52.219-3 | Notice of HUBZone Set-Aside or Sole-Source Award | OCT 2022 |

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|-----------------|---|----------|
| 52.219-8 | Utilization of Small Business Concerns | OCT 2022 |
| 52.219-14 | Limitations On Subcontracting | OCT 2022 |
| 52.219-30 | Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program | OCT 2022 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-4 | Contract Work Hours and Safety Standards - Overtime Compensation | MAY 2018 |
| 52.222-6 | Construction Wage Rate Requirements | AUG 2018 |
| 52.222-7 | Withholding of Funds | MAY 2014 |
| 52.222-8 | Payrolls and Basic Records | JUL 2021 |
| 52.222-9 | Apprentices and Trainees | JUL 2005 |
| 52.222-10 | Compliance with Copeland Act Requirements | FEB 1988 |
| 52.222-11 | Subcontracts (Labor Standards) | MAY 2014 |
| 52.222-12 | Contract Termination-Debarment | MAY 2014 |
| 52.222-13 | Compliance With Construction Wage Rate Requirements and Related Regulations | MAY 2014 |
| 52.222-14 | Disputes Concerning Labor Standards | FEB 1988 |
| 52.222-15 | Certification of Eligibility | MAY 2014 |
| 52.222-21 | Prohibition Of Segregated Facilities | APR 2015 |
| 52.222-23 | Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction | FEB 1999 |
| 52.222-26 | Equal Opportunity | SEP 2016 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | APR 2015 |
| 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 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | MAY 2011 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | JUN 2020 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | FEB 2021 |
| 52.225-25 | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications. | JUN 2020 |
| 52.227-1 | Authorization and Consent | JUN 2020 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | JUN 2020 |
| 52.227-5 | Waiver of Indemnity | APR 1984 |
| 52.228-15 | Performance and Payment Bonds--Construction | JUN 2020 |
| 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 |
| 52.232-16 (Dev) | Progress Payments (DEVIATION 2020-O0010) | NOV 2021 |
| 52.232-17 | Interest | 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 |

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| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | MAR 2023 |
| 52.233-1 | Disputes | MAY 2014 |
| 52.233-2 | Service Of Protest | SEP 2006 |
| 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 |
| 52.236-13 Alt I | Accident Prevention (Nov 1991) - Alternate I | NOV 1991 |
| 52.236-14 | Availability and Use of Utility Services | APR 1984 |
| 52.236-15 | Schedules for Construction Contracts | APR 1984 |
| 52.236-17 | Layout of Work | APR 1984 |
| 52.236-21 | Specifications and Drawings for Construction | FEB 1997 |
| 52.236-21 Alt I | Specifications and Drawings for Construction (Feb 1997) - Alternate I | APR 1984 |
| 52.236-26 | Preconstruction Conference | FEB 1995 |
| 52.236-27 | Site Visit (Construction) | FEB 1995 |
| 52.236-27 Alt I | Site Visit (Construction) (Feb 1995) - Alternate I | FEB 1995 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.242-14 | Suspension of Work | APR 1984 |
| 52.243-4 | Changes | JUN 2007 |
| 52.243-6 | Change Order Accounting | APR 1984 |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services | JUN 2023 |
| 52.246-12 | Inspection of Construction | AUG 1996 |
| 52.246-13 | Inspection--Dismantling, Demolition, or Removal of Improvements | AUG 1996 |
| 52.246-21 | Warranty of Construction | MAR 1994 |
| 52.248-3 | Value Engineering--Construction | OCT 2020 |
| 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 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | JAN 2023 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | DEC 2022 |
| 252.203-7003 | Agency Office of the Inspector General | AUG 2019 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors | JAN 2023 |
| 252.204-7006 | Billing Instructions--Cost Vouchers | MAY 2023 |
| 252.204-7007 | Alternate A, Annual Representations and Certifications | MAY 2021 |
| 252.204-7008 | Compliance With Safeguarding Covered Defense Information Controls | OCT 2016 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting | JAN 2023 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | JAN 2023 |

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| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By MAY 2019 The Government of a Country that is a State Sponsor of Terrorism | |
| 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 | JAN 2023 |
| 252.225-7012 | Preference For Certain Domestic Commodities | APR 2022 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 252.227-7003 | Termination | AUG 1984 |
| 252.232-7003 (Dev) | Electronic Submission of Payment Requests and Receiving Reports(Deviation 2018-A0001) (DEC 2017) | AUG 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 |
| 252.242-7006 | Accounting System Administration | FEB 2012 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | DEC 2022 |
| 252.244-7000 | Subcontracts for Commercial Products or Commercial Services | JAN 2023 |
| 252.246-7004 | Safety of Facilities, Infrastructure, and Equipment for Military Operations | OCT 2010 |
| 252.247-7023 | Transportation of Supplies by Sea | JAN 2023 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of **the Contracting Officer** and shall not be binding until so approved.

(End of clause)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237310.

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

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

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

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

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

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

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

(☒) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price (FFP) contract resulting from this solicitation.

(End of provision)

52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS--SECONDARY SITE OF THE WORK (MAY 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

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

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

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

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

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

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

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

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

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

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

Cost of components means--

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

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

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

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

Domestic construction material means--

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

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

treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

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

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

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

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

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

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

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

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

[Include other applicable supporting information.]

(End of clause)

52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000.00, 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)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d)(1) Only federally insured financial institutions rated investment grade by a commercial rating service shall issue or confirm the ILC.

(2) Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(3) The Offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institutions have the required credit rating as of the date of issuance of the ILC.

(4) The current rating for a financial institution is available through any of the following rating services registered with the U.S. Securities and Exchange Commission (SEC) as a Nationally Recognized Statistical Rating Organization (NRSRO). NRSRO's can be located at the Web site <http://www.sec.gov/answers/nrsro.htm> maintained by the SEC.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _ _ _ _

IRREVOCABLE LETTER OF CREDIT NO. ____

Account party's name ____ _

Account party's address ____ _

For Solicitation No. ____ _ (for reference only)

TO: [____ U.S. Government agency]

[____ U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ _____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [____ issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on ____ , or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. ____ -- (Insert version in effect at the time of ILC issuance, e.g., "Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of ____ --[State of confirming financial institution, if any, otherwise State of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[____ Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

___ [Confirming Financial Institution's Letterhead or Name and Address]

(Date) ___

Our Letter of Credit Advice Number ___

Beneficiary: ___ [U.S. Government agency]

Issuing Financial Institution: ___

Issuing Financial Institution's LC No.: ___

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by ___ [name of issuing financial institution] for drawings of up to United States dollars ___ /U.S. \$ ___ and expiring with our close of business on ___ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at ___ .

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. ___ -- (Insert version in effect at the time of ILC issuance, e.g., ``Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of ___ --[State of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) ____

[Name and address of financial institution]

Pay to the order of ____ [Beneficiary Agency] ____ the sum of United States ____ This draft is drawn under Irrevocable Letter of Credit No. ____

____ [Beneficiary Agency]

By: ____

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the

Contractor and the Government.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of provision)

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):

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

(End of clause)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

NONE

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

NONE

(End of clause)

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 Federal Acquisition Regulation (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)

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 DoD FAR Supplement (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

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

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

-

- (1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;
 - (2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);
 - (3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or
 - (4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.
- (e) Information regarding WAWF is available at <https://wawf.eb.mil/>.
- (f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

Construction Invoice

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

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

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

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

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

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

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

Routing Data Table*

| <i>Field Name in WAWF</i> | <i>Data to be entered in WAWF</i> |
|---------------------------|-----------------------------------|
| Pay Official DoDAAC | HQ0490 |
| Issue By DoDAAC | W911SG |

| | |
|-------------------|--------|
| Admin DoDAAC** | W911SG |
| Inspect By DoDAAC | W91VB1 |
| Ship To Code | W91VB1 |

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

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

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

(g) WAWF point of contact.

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

TBD

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)

AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters (HQ), Army Materiel Command (AMC). The HQ AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. If you want to file a protest under the HQ AMC-Level Protest Program, the protest must request resolution under that program and be sent to the address below. All other agency-level protests should be sent to the contracting officer for resolution.

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840

Packages sent by FedEx or UPS should be addressed to:
Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, A 35898-5000
Fax: (256) 450-8840

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

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

(c) In general--

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

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

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

| Title | File | Drawing No. |
|-------|------|-------------|
|-------|------|-------------|

| | | |
|---|--|--|
| DPW Plans Repair Signs and Speed Control WSMR Main Post | | |
|---|--|--|

(End of clause)

SPECIAL CONTRACT REQUIREMENTS

SPECIAL CONTRACT REQUIREMENTS

1. PERFORMANCE AND PAYMENT BONDS FOR CONSTRUCTION CONTRACTS AND MODIFICATIONS

The Contractor shall provide Performance and Payment Bonds identified in FAR 52.228-15 (DEV), Performance and Payment Bonds within the time specified in Block 12b of the SF 1442 (Far 28.102-1(b)(1)). Failure to provide executable documents within the stipulated timeframe may result in a payment delay or a termination action.

FAR 52.228-2, Additional Bonds Security, requires the Contractor to promptly furnish additional security if (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government; (b) Any surety fails to furnish reports on its financial condition as required by the Government; (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

2. AWARD OF CONTRACT AND NOTICE TO PROCEED (NTP)

A Notice to Proceed will be given only after approval of required payment protection submitted in accordance with FAR Subpart 28. Standard Forms 25 and 25A are available at <http://www.gsa.gov/Portal/gsa/ep/formslibrary>. No billable work shall commence under this contract/ modification until after the contractor receives the NTP.

Work shall commence on the job site no later than the 5 calendar days following the date of Notice to Proceed, and all construction and contractual requirements shall be completed no later than the ending date of the period of performance cited in this contract.

3. CONSTRUCTION CONTRACT PROGRESS PAYMENT REQUESTS

The Contractor shall read and be familiar with FAR Clause 52.232-5, Payments Under Fixed Price Construction Contracts, and 52.232-27, Prompt Payment for Construction Contracts.

FAR Clause 52.232-5 stipulates that the Government shall make progress payments monthly as work proceeds. Each progress payment request shall include all of the elements delineated at subparagraph (b)(1)(i)-(v). Failure to comply with the minimum requirements in this reference will result in immediate rejection of the invoice until corrected.

Further sub-paragraph (e), Retainage, will be enforced. Relating back to the requirements for an appropriately detailed progress schedule, progress reports and progress payment requests shall be prepared in the same format as the approved progress schedule. Every definable element of work will be shown on every progress report and every payment request. For every element of work not completed by the approved time (late performance), the Contracting Officer will retain the maximum 10% of the amount of the performance until the work is satisfactorily completed and inspected in accordance with instructions and standards identified elsewhere in this contract.

Further, sub-paragraph (g), Reimbursement for bond premiums, will be enforced. The contractor shall provide evidence of payment of bond premiums paid to the surety (including coinsurance and reinsurance) before being allowed to submit for reimbursement of those expenditures in a progress payment request.

FAR Clause 52.232-27 (a)(i)(A) discusses the due date for making progress payments as 14 days after the designated billing office receives a PROPER payment request (see discussion above). The Contracting Officer will date/time stamp receipt of each progress payment request package when it is delivered. That date/time will mark day one of the 14-day period for payment IF there is no disagreement over quantity, quality, or contractor compliance with contract requirements. If there is a disagreement in quantity, quality, or contractor compliance with any aspects of the contract at the time of delivery of the invoice, the invoice date/time stamp will be stricken through, initialed

and returned to the contractor for correction. This effectively stops the clock, and it will start over when a properly executed invoice is delivered to the Contracting Officer.

In accordance with DFARS 252.232-7003, the Contracting Officer hereby determines that the following process is in compliance with DFARS: Once the invoice has been certified by the Contracting Officer, AND the contractor receives a signed copy, the contractor shall initiate a Construction Payment Invoice in WAWF, and route it directly to the COR identified in this contract. The DODAAC that will be used in preparing the WAWF invoice is "W91VB1". When the COR receives the WAWF invoice, he/she will verify the information submitted with the (local progress payment request form) approved invoice, if all information between the two documents is verified as correct and appropriate, the COR will perform the role of Acceptor, and approve the invoice forward to the DFAS for processing of the payment. For contracts with a period of performance of 60 days or less the Contracting Officer has determined that no progress payment will be authorized. The Contractor shall be entitled to bill the Government for such projects only after completing a final inspection (and clearing any punch list generated), completion of any applicable O&M classes (to be coordinated with the COR), submission of final paperwork (i.e., as built drawings, DD 1354), and after confirming all certified payroll records have been submitted to the Government.

For projects negotiated with a longer performance period, progress payments are authorized one time each month, up to 90% of the project cost, but only after approval of a construction progress schedule, and only in the amounts verified on subsequently approved progress reports. Progress payment invoices will not be processed in the same week as the progress report is submitted. No progress payments are authorized above 90% of the contract value.

4. AVAILABILITY AND USE OF UTILITY SERVICES

a) In accordance with FAR Clause 52.236-14, Availability and Use of Utility Services, water and electricity are furnished by the Government for the Contractor's use at no charge and in the performance of construction work at the job site, but only to the extent that their use is necessary to complete the work and the utilities are readily available at the site. Any usage of these utilities beyond what is needed to complete construction work at the job site or exceeds that which is readily available at the job site, and approved for use by the Contracting Officer, shall be furnished by the Contractor at its own expense. These utilities are provided provisionally and only to the extent that is necessary to facilitate the work. This authority can be revoked if the Government witnesses that utilities are being wasted, e.g., lights being left on when no work is being done or water is being left on unattended for any extended amount of time. Failure of the Contractor to preserve these utilities will result in the Contractor entering into individual metering agreements at the job site and paying for the use of these utilities.

b) In reference to FAR Clause 52.236-10, Operations and Storage Areas, SHOULD the Contractor be AUTHORIZED to establish a field operations office or a temporary staging area under this contract, it shall be responsible for consumption of available utilities. Prior to commencement of work under the contract, the contractor shall sign a utility metering agreement with the installation Directorate of Public Works Utilities Section. Prior to final payment under the contract, the contractor shall pay any outstanding utility charges and provide a copy of the paid invoice to the Contracting Officer as evidence of compliance. If the solicitation does not provide for such arrangements, and the contractor did not receive separate approval for the establishment of such facilities/space from the Contracting Officer, no such authorization is assumed. Any costs incurred for the establishment of field operations facilities after contract award are made solely at the contractor's cost, and without compensation by the Government. There shall be no squatting on the job site.

5. WRITTEN GUARANTEES AND GUARANTOR'S REPRESENTATIVE

The Government is entitled to all standard commercially offered warranties/guarantees. The Contractor shall obtain all warranties, have them executed in writing, and furnish them to the Contracting Officer prior to final inspection. Additionally, the documentation shall include the name, address, and telephone number of the guarantor's representative responsible for the guarantee during the warranted period, and who will provide warranty related services covered by the warranty/guarantee. The existence of any commercial manufacturer's warranties does not relieve the contractor of responsibilities identified in FAR clause 52.246-21.

6. DOCUMENTATION TO SUPPORT SUBCONTRACT AWARDS

a) Within five calendar days after the award of any subcontract, the Contractor shall deliver a completed SF

Form 1413 (Statement and Acknowledgment) to the Contracting Officer. Each subcontract shall contain, as a minimum, the Contract Number, Task Order Number (if applicable), and Title. The subcontract must clearly identify what the subcontractor will be performing in relation to other trades on the job. All subcontracts shall contain the anticipated period of performance that correlates with the approved Progress Schedule for that Division of work. A sample format shall be submitted for Contracting Officer approval prior to commencement of work under this contract.

b) FAR Clause 52.222-11, entitled "Subcontracts (Labor Standards)", requires that the clauses listed therein be physically inserted in all subcontracts. However, if the Contractor subcontracts by means of purchase orders or other informal types of contractual situations, compliance will be considered provided if clauses are attached to the subcontract form. Written meant by the subcontractor of these Labor Standards is required. Incorporation by reference does not constitute compliance.

7. RELATIONSHIP BETWEEN GOVERNMENT, CONTRACTOR AND CONTRACTOR PERSONNEL

a) The Government and the Contractor understand and agree that the services to be delivered under this contract are non-personal services and that no employer-employee or master-servant relationship exists or will exist under the contract between the Government and the Contractor or between the Government and the Contractor's personnel. Further, the Contractor is not the Government's agent.

b) The Government will not exercise any supervision or control over Contractor personnel performing services under this contract. Contractor personnel shall not become an integrated part of the Government organization in connection with performance under this contract.

c) The work required under this contract does not require or authorize the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees shall act and exercise personal judgment and discretion on behalf of the Contractor.

d) Contractor personnel shall not be eligible, by virtue of performance under this contract, for payment by the Government of entitlements and benefits accorded federal employees. The entire consideration to the Contractor for performance of this contract is contained in the provisions for payment set forth in this contract.

8. INSURANCE

In accordance with FAR Part 28.301 and Clause 52.228-5, Insurance – Work on a Government Installation, the following types of insurance and “minimum” amounts are required for this contract:

TYPE AMOUNTS

Workmen's Compensation \$100,000 (see 8.1 below)

Comprehensive General Liability \$500,000 per occurrence for bodily injury

Comprehensive Automobile Liability \$200,000 per person

\$500,000 per accident for bodily injury

\$20,000 for property damage

Worker's Compensation will be provided as regulated by the Division of Worker's Compensation, issued by New Mexico Office of Superintendent of Insurance (OSI), regulated by the OSI and guaranteed by the New Mexico Property and Casualty Insurance Guaranty Association.

NOTE: Before commencing work under this contract, the Contractor shall certify to the Contracting Officer, in writing, that the required insurance has been obtained. The policies referenced in the certification (s) shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the state in which this contract is to be performed/prescribed or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. The Contractor shall maintain a copy of proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

ATTACHMENTS

List of attachments to be provided separately:

1. WSMR Visitor Control Program May 2017
2. Garrison Policy 39 – Upgrade Access Control and Travel Policy
3. DPW Plans Repair Signs Speed Control WSMR Main Post

STATEMENT OF WORK (SOW)

SCOPE OF WORK

**REPAIR SIGNS/SPEED CONTROL WSMR MAIN POST 85110
White Sands Missile Range, NM**

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Part 1- Project Description and Location

1.1 General Description of Work.

All work shall comply with State, Local and Federal laws and regulations, industry and construction codes and standards, manufacturer's specifications and recommendations, and all contract special provisions, terms and conditions. The Contractor shall be responsible for obtaining all required licenses and permits to perform construction work on a Federal installation, and be properly bonded and insured in accordance with Federal Acquisition Regulation (FAR) requirements. The intent of the contract is to provide for the construction and completion of the work described. The precise details of performing the work are not stipulated except as considered essential for the successful completion of the work. The Contractor shall furnish all labor, material, equipment, tools, transportation, and supplies necessary to complete the work according to the contract. The project consists of new/refreshed pavement markings through-out the entire main post, new traffic signs, pole mounted radar, solar LED roadway signs and raised crossings.

1.2 Project Location.

Work is located at through-out the main post, White Sands Missile Range (WSMR), New Mexico in Dona Ana County.

1.3 Period of Performance (POP).

All work shall be completed according to the awarded contract period of performance of no later than 120 calendar days after contract award is issued by the Contracting Officer (KO). The Contractor shall complete all pre-construction tasks within thirty (30) calendar days of contract award. This includes time required to process any coordination with any Government office or the Contracting Officer's Representative (COR), for example bonds, traffic control plans, dig permit coordination, utility outage requests, submittals in accordance with (IAW) Section 8.3, etc.

Barring any contingencies that arise during construction, the Government requires the project to be completed within 90 calendar days.

Note: The total POP shall not exceed 90 Construction days plus 30 days for pre-construction tasks for a total POP of 120 calendar days.

1.4 Pre-Construction Meeting.

The Contractor shall attend a pre-construction meeting held by the Government prior to start. Construction shall NOT begin until this meeting is held. This meeting serves to answer any questions from the Contractor and to discuss building issues such as storage, security, access, working hours, notifications, etc. The Contractor shall also provide the names of Key Personnel (see Section 1.9). The Contractor shall take minutes of the meetings and submit the minutes to the COR, Contract Specialist (KS) and Contracting Officer (KO) via the Contract Daily Report (see Section 5.2) within five (5) days.

1.5 Progress Meetings.

The Contractor's project manager and superintendent shall attend any progress meetings held by the Government on a scheduled or unscheduled basis (with 48 hour notice), or on dates determined by the Government. This meeting is for the Contractor to discuss their current progress, to discuss schedule, and to discuss and resolve any other project related issues. The Contractor shall take minutes of the meetings and submit the minutes to the COR, Contract Specialist (KS) and Contracting Officer (KO) via the Contract Daily Report (see Section 5.2) within five (5) days.

1.6 Temporary Utilities.

1.6.1 Water Service. The Contractor may use water from the Government's existing water system. When connecting to the Government's water system, including attaching water hoses to spigots, the Contractor must install a back flow prevention device that is approved by WSMR Water Plant manager, 575-678-1917. Water usage will be reported to the COR monthly. The previous months usage will be reported within five (5) calendar days of the following month. Contractor shall utilize water standpipe located on Headquarters Ave. LAT: 32.3692, LONG: -106.4790. Alternate water source located at LAT: 32.3758, LONG: -106.4788.

1.7 Project signs.

The Contractor shall install a 4' x 8' project information sign at the work site. The sign will contain information such as project name, Contractor information, etc. A template will be provided by the COR. The sign shall be placed where it can safely be viewed by the general public. In addition to this sign, a worksite bulletin board and Safety and Occupation Health bulletin board (see Section 3.8) shall be placed where they are accessible to workers performing work for this project. These signs shall remain in place for the duration of the construction until project acceptance.

1.8 Notifications.

The Contractor shall inform the COR a minimum of two (2) weeks in advance of the planned starting work date. In addition, the Contractor shall inform the COR a minimum of three (3)

weeks in advance of any action that requires notification to the Command Group or the public (e.g., road closures, detours, etc.). Such events will be discussed during the pre-construction meeting.

1.9 Key Personnel

The Contractor shall, at a minimum, provide a full-time dedicated Superintendent (IAW 52.236- 6, Superintendence by the Contractor) and a dedicated Safety/Quality Control Person for the duration of the contract. The Safety/Quality Control shall be performed by the same person.

The Contractor shall provide to the KO, within seven (7) calendar days after Notice to Proceed, a letter designating the key personnel prior to any work commencing. No substitutions of the key personnel proposed is authorized without prior written approval of the KO. See Section 8.3 for submittal requirements.

In the event of short absences of the key personnel under this contract (or the release of the individual currently performing the work), the Contractor shall request to substitute another fully qualified individual. This request shall be provided, to the KO, in writing, no less than three (3) business days prior to the need to substitute.

Part 2 – Installation Access and Security

2.1 Installation Access.

Contractors shall comply with the requirements of the WSMR Visitor Control Program (May 2017). The Contractor's and all associated sub-contractor's employees shall provide all information required (to the COR or as required by the WSMR Visitor Control Program) for background checks to meet installation access requirements to be accomplished by Directorate of Emergency Services, and Security Office. Contractor workforce shall 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. The Government is not responsible for work delays or additional costs associated with and / or Contractor's failure to obtain clearances for their employees.

NOTE: Employee Training as outlined in Section 7.1 MUST BE COMPLETED AND SUBMITTED TO THE COR PRIOR TO REQUESTING RANGE ACCESS. Proof of training must be completed for both Contractor and subcontractor workers. See Part 7 – Required Employee Training, and Part 8 – Project Submittals.

2.2 Contractor's Responsibilities.

The Contractor shall ensure that all employees carry their Installation access authorization with them during working hours and show them upon request. The Government will periodically verify passes from the Contractor employees with their personal identification. The Contractor shall also ensure that all passes are current, be originals and not copies. If an employee is terminated the Contractor shall ensure that Installation access passes, badges, or other access credentials are turned in to the COR within one (1) working day.

2.3 Removal of Personnel.

The Government has the right to remove any Contractor employee at any time during the duration of the contract if that employee fails to meet the Installation Security Requirements. In such case, the Contractor shall ensure that Installation access passes, badges, or other access credentials are turned in to the COR immediately. The Contractor shall submit the name of a replacement within five (5) working days of the removal to the COR.

2.4 Photography.

Under no circumstances shall the Contractor or any of their subcontractors take photographs of any type while on the installation. Failure to comply with this requirement will result in employee being barred from entering the installation. The Contractor can request, at least forty-eight (48) hours in advance, that photographs be taken by the COR. These photographs will be provided to the Contractor upon security review and approval for release, which may take up to two (2) weeks.

2.5 Working Hours.

WSMR operates on a compressed work schedule with an off day every other Friday Regular Day Off (RDO) and observes Federal Holidays. Normal working hours for the installation are from 7:00 am to 4:30 pm. The KO may authorize the Contractor to perform work outside of normal working hours and/or working days. If the Contractor desires to work during periods other than the days and hours listed above, a written request must be made to the KO within four (4) calendar days of their intention.

2.6 Entry Restrictions and Roadblocks.

The Contractor's and all associated sub-contractor's employees may be required to work in areas subject to entry restrictions, evacuations, and roadblocks. Roadblocks on public highways are normally set for a duration of at least one (1) hour. Internal roadblocks (on non-public WSMR roads) are normally set for a duration of at least two (2) hours. However, on occasion

the duration may be as long as all day. If the Contractor is able to reach the work site and perform at least five (5) hours of work, the Government will consider the day as an official work day. The Contractor is responsible for scheduling operations to avoid unnecessary delays and missed services. Range and roadblock status may be obtained by calling 575-678-1178 or 575- 678-2222. Roadblocks time and duration are subject to change without prior notification.

Part 3 – Safety

3.1 Safety Compliance.

Army construction contracts fall within the purview of the US Army Corps of Engineers Safety and Health Requirements Manual, Engineer Manual (EM) 385-1-1, and Occupational Safety and Health Administration (OSHA) Title 29 Part 1910 and 1926. The version in effect at time of contract award will be used. OSHA 29 CFR 1910 Safety and Health Regulations as well as 29 CFR 1926 Safety and Health Regulations for Construction are available online at:

3.1.1 <http://www.osha.gov/>

3.1.2 EM-385-1-1 is available online at: <http://www.publications.usace.army.mil/USACE-Publications/Engineer-Manuals/>

3.2 Coordination with Sub-Contractors.

The Contractor is the “controlling employer” and is responsible for all work site safety and health conditions including those of the subcontractors. The Contractor shall be responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one task from interfering with or creating hazardous working conditions for other tasks, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

3.3 Site Specific Safety Plan.

Construction contracts shall include a site and project specific safety plan. See Section 8.3 for submittal requirements. EM 385-1-1 refers to a safety plan as an Accident Prevention Plan (APP). The safety plan will be tailored to the project, based on the size and complexity of the construction to be accomplished and shall include a fall protection and prevention program. A typical safety plan will address such issues as, but will not be limited to, the following:

3.3.1 The company’s safety and health policy.

3.3.2 Company safety inspections of the job site.

3.3.3 Use of personnel protective equipment (PPE).

3.3.4 Safety rules and penalties associated with not following the rules.

- 3.3.5 Safety training and frequency (identifying hazards, explaining precautions and proper use of equipment/machinery, and the PPE required for the job including how to use and maintain PPE).
- 3.3.6 The steps to be followed to report unsafe working conditions and practices.
- 3.3.7 Special hazards.
- 3.3.8 Hazardous materials.
- 3.3.9 Confined spaces, i.e. entry procedures and ventilation requirements, etc.
- 3.3.10 Lockout tag procedures.
- 3.3.11 Instruction concerning safe operations and appropriate emergency action in the event of accidental exposure.
- 3.3.12 Emergency procedures.
- 3.3.13 Identifying personnel on site who have had first aid training.
- 3.3.14 Identify where communication devices (such as phones, radios or other approved communication devices) are located with appropriate phone numbers posted.
- 3.3.15 Post how to exit the work area in an expeditious and safe manner.
- 3.3.16 The plan will identify the person with lead responsibility for safety, where protective equipment may be obtained and the procedures for reporting a safety hazard.

The person identified as the lead responsible for Safety may also perform Contractor Quality Control (CQC) upon approval by the KO (see Section 5.1).

Approval of the Safety Plan does not relieve the Contractor of complying with all applicable safety requirements.

3.4 Internal Job Site Safety Inspections.

Frequent and regular Contractor internal job site inspections shall focus on identifying and removing hazards. The Contractor's Safety Plan shall explain the disciplinary process that will be followed when the Contractor job inspections find violations to the safety rules. The disciplinary process shall be included in the employee's training and reviewed during regular safety briefings. The Government will review the Contractor's Safety Plan for adequacy, completeness and compliance with OSHA and EM 385-1-1 requirements. The Contractor shall review and amend the safety plan, as necessary, throughout the life of the contract. Amended safety plans shall be submitted to the COR for approval. The Contractor shall incorporate unusual or high- hazard activities not identified in the original safety plan as they are discovered.

3.5 Hazard Analysis.

Before beginning each work activity involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or subcontractor is to perform the work, the Contractor(s) performing that work activity shall prepare an Activity

Hazard Analysis (AHA) (sometimes called a job hazard analysis). See section 8.3 for deliverable requirements.

Approval of the Activity Hazard Analysis does not relieve the Contractor of complying with all applicable safety requirements.

3.6 Accident Reporting Requirements.

The Contractor shall immediately report all accidents or injuries to the COR or his/her designee. If COR or Project Representative is not available, report accidents or injuries to the Garrison Safety manager (575-678-3221). Forward a written report through the COR using Contractor's format or similar IAW DAPAM 385-40 to the Installation Safety Office (ISO) within seven (7) calendar days of occurrence.

Damage to Army property. This includes Government furnished material, property, or equipment provided to a Contractor. Contractor must complete DA Form 285 or 285-AB-R (available at <http://armypubs.army.mil/>), when damage to Army property is equal to or greater than \$5,000.00. If Contractor has an issued Common Access Card (CAC), Contractor is required to complete the report through REPORT IT, the Army's online accident reporting system (<https://safety.army.mil/>). If Contractor has not been issued a CAC, the forms identified in DA PAM 385-40 must be utilized and provided to the ISO Director or designated representative within seven (7) calendar days of occurrence.

The COR shall immediately notify the ISO of a Contractor accident or injury and ensure a written accident report is sent to the ISO within seven (7) calendar days of occurrence.

Contractors shall report to the local OSHA office accidents and injuries in accordance with OSHA reporting requirements (<https://www.osha.gov/oshdir/nm.html>).

3.7 Safety Meetings.

The Contractor shall conduct and document meetings as required by EM 385-1-1. Attach minutes showing contract title, signatures of attendees and a list of topics discussed to the Contractor's daily report (see Section 5.2).

3.8 Display of Safety Information.

The Contractor shall erect a safety and occupational health (SOH) bulletin board at the job site at least one (1) calendar day prior to commencement of work. Include and maintain information on safety bulletin board as required by EM 385-1-1, section 01.A.07 "SOH Bulletin Board". Where size, duration, or logistics of project do not facilitate a bulletin board, an alternative method, acceptable to the COR, that is accessible and includes all mandatory

information for employee and visitor review, shall be deemed as meeting the requirement for a bulletin board.

3.9 Work in Confined Spaces.

The Contractor shall comply with the requirements in Section 34 of USACE EM 385-1-1, OSHA 29 CFR 1910.146, and OSHA 29 CFR 1926.21(b)(6). Any potential for a hazard in the confined space requires a permit system to be used. WSMR Fire Department issues permits for confined space entry. Please call 575-678-0470 or 575-678-4187 to obtain a permit. Permits shall be requested no later than two (2) working days in advance of the work to be performed. The Contractor shall coordinate with the COR to submit the permit request.

3.10 Safety Data Sheets for Hazardous Materials.

The Contractor shall submit a List of Hazardous Materials (LHM) and Safety Data Sheets (SDS) IAW requirements of FAR 52.223-3, Hazardous Material Identification and Material Safety Data. See Section 8.3 for submittal requirements.

3.11 Radiation Permits and Authorizations.

Civilian Contractors bringing radioactive devices (e.g. nuclear soil density meters, X-Ray Fluorescence (XRF) equipment) onto the Installation must have approval from the Garrison Radiation Safety Manager, 575-678-8234/1211. Contractor shall prepare and submit an application (DA Form 3337, <http://armypubs.army.mil>) to bring in radiation devices at least thirty (30) calendar days prior to anticipated use. Applications shall be submitted through the COR. Contractor shall not bring in any devices without a Government approved application. License requirements are listed below:

- Nuclear Regulatory Commission (NRC) Licensees will need to complete DA Form 3337 and provide a copy of the license.
- NM Licensees will need to complete DA Form 3337 and include copy of NM License if work is north of Hwy 70; work south of Hwy 70 will require NRC reciprocity.
- Agreement State Licensees will need to complete DA Form 3337 and include copy of NRC or New Mexico Reciprocity for work north of Hwy70; work south of Hwy 70 will require NRC reciprocity.

3.12 Hot Work Permits.

The Contractor shall obtain a hot work permit for any activity that requires an open flame or involves activities such as welding, burning, brazing, soldering, cutting and grinding materials. Hot work permits can be obtained from the WSMR Fire Department. Please call 575-678-3585

or 575-678-4020 or 575-678-7866 to obtain a permit. Permits shall be requested no later than two (2) working days in advance.

Part 4 – Environmental Quality Program

4.1 Cleanup and Disposal of Waste Materials.

The Contractor shall be responsible for the cleanup and disposal of waste and debris generated during and at the completion of this project. The Contractor shall be responsible for the payment of all disposal costs, fees for obtaining permits and licenses, and transportation costs. In addition, the Contractor shall pay, at no additional cost to the Government, all fines and clean-up costs due to improper disposal or due to spills, leaks, or releases. In general, the waste and debris shall be disposed of IAW all applicable Federal, State, and Local laws and regulations. Specifically, the waste and debris shall be disposed of IAW the jurisdiction having authority, including, any disposal site outside the State of New Mexico. The Contractor shall ensure that all waste and debris is containerized IAW the U.S. Department of Transportation and the jurisdiction having authority laws and regulations. The Contractor shall ensure that all waste is containerized in a manner to prevent uncontrolled and improper spills, leaks, and releases.

4.2 Waste Hauler Requirements.

All waste haulers shall be licensed IAW the requirements specified in the appropriate New Mexico Administrative Code (NMAC) for the type of waste to be disposed of. In addition, all waste haulers are responsible for obtaining all required licenses and permits for jurisdictions outside of the State of New Mexico if crossing state lines to dispose of the waste.

4.3 Waste Disposal.

The Contractor shall dispose of all waste and debris as follows:

4.3.1 Construction waste and debris.: All construction waste, as defined by the New Mexico Environment Department (NMED) Solid Waste Bureau (SWB) shall be disposed of at an off-site location that has been permitted, by the jurisdiction having authority, to accept and dispose of construction waste and debris.

4.3.2 Municipal solid waste: All municipal type waste and debris, as defined by the NMED SWB shall be disposed of at an off-site location that has been permitted, by the jurisdiction having authority, to accept and dispose of municipal solid waste.

4.3.3 Hazardous Waste, Universal Waste, and Polychlorinated Biphenyl (PCBs): All hazardous/universal waste and PCBs shall be disposed of through the WSMR Hazardous Waste

Management Center (HWMC), Building 1870 (Main Post), 575-678-4641. The COR will coordinate with the HWMC to determine if the Contractor is responsible for disposing of the waste directly or if the waste is to be turned over to the HWMC for disposal. The Contractor is responsible for containerizing and transporting the waste in accordance with the U.S. Department of Transportation (USDOT) and the jurisdiction having authority regulations for the transportation of hazardous materials. In addition, the Contractor shall be responsible for completing and managing the waste manifest whenever transporting hazardous waste/universal waste and PCBs.

4.3.4 Defense Reserve Ozone Depleting Refrigerants: Ozone depleting refrigerants (R-22) shall be turned over to WSMR Environmental through the DPW HVAC section, Building 1751 (Main Post), 575-678-1750. Cylinders shall be obtained from DPW HVAC section, and returned to the DPW HVAC section. For all other refrigerants and ozone depleting chemicals, the Contractor is responsible for proper disposal off site, including containerizing and transporting the refrigerants in accordance with USDOT and the jurisdiction having authority regulations for the transportation of refrigerants.

4.3.5 Asbestos Waste and Debris: All asbestos waste and debris shall be disposed of at an off- site location that has been permitted, by the jurisdiction having authority, to accept and dispose of the asbestos waste and debris. The Contractor shall ensure that all asbestos waste and debris is containerized and transported in accordance with the USDOT and the jurisdiction have authority regulations. In addition, containers such as roll-offs and trailers shall have rigid sides, bottoms, and tops to transport asbestos waste and debris. Containers with soft covers (e.g. tarps) are prohibited. The Contractor shall be responsible for completing and managing the asbestos waste shipment record in accordance with EPA regulation 40 CFR Part 61 and the State of New Mexico Environment Department Solid Waste Regulations.

4.3.6 Liquid, semisolid, and sludge waste: All liquid, semisolid, and sludge waste shall be disposed of at an off-site location that has been permitted, by the jurisdiction having authority, accept and dispose of the waste.

4.3.7 Waste from Portable Latrines (“Port-a-Potties”): All waste from portable latrines shall be disposed of at an off-site location that has been permitted, by the jurisdiction having authority to accept and dispose of the waste.

4.3.8 Scrap Metal: To the extent possible or if required as part of this project, scrap metal, including electrical wiring, shall be disposed of at the WSMR Metal Scrap Yard (575-678-3160 or 575-640-8522), located 3.5 miles east of Main Post. All glass shall be removed from metal windows and metal doors before transporting the scrap metal to the Metal Scrap Yard.

4.3.9 All other waste and debris not specifically noted: Dispose of all other waste and debris IAW the laws and regulations of the jurisdiction having authority.

4.4 Prohibitions.

The Contractor shall be prohibited from performing the following:

- 4.4.1 On-site burning or incineration of waste and debris.
- 4.4.2 On-site burial of waste and debris.
- 4.4.3 Dumping at locations not permitted by the jurisdiction having authority to accept and dispose of the waste and debris.
- 4.4.4 Use of unlicensed waste haulers.
- 4.4.5 Using containers that are not appropriate for the disposal of waste and debris.

4.5 Air Pollution Prevention.

The Contractor shall comply with applicable Federal, State, and Local laws and regulations concerning the prevention and control of air pollution. The Contractor shall utilize such methods and devices as are reasonably available to prevent, control, and otherwise minimize atmospheric emissions or discharges of air contaminants. For examples, equipment and vehicles that show excessive emissions of exhaust gases shall not be operated until corrective repairs or adjustments reduce such emissions to acceptable levels.

4.6 Dust Control.

During the performance of work required, the Contractor shall comply with applicable Federal, State, and Local laws and regulations regarding the prevention, control, and abatement of dust pollution. Materials other than water used for dust control shall be approved by the WSMR Environmental Division. The Contractor shall be responsible for all damages resulting from dust originating from Contractor operations IAW the clause at FAR 52.236-7 entitled "Permits and Responsibilities." The Contractor shall provide all labor, equipment, and materials, and shall use efficient, methods wherever and whenever required to prevent, dust nuisance or damage to persons, property, or activities, including, but not limited to crops, orchards, cultivated fields, wildlife habitats, traffic, and similar conditions.

4.7 Water Pollution Prevention.

Contractor shall control point source discharges by use of sediment and erosion controls; wastewater and storm water management controls; construction site management practices; best management practices (BMP); and other controls; including Federal, State, and Local control requirements.

4.8 Sanitary Facilities.

The Contractor shall provide a portable latrine for Contractor use. The designated restroom(s) must be properly maintained and all Contractor debris removed. The facility must be kept

clean. All liquid and solid waste from portable latrines shall be disposed at an approved off-site location.

4.9 Archeological and Cultural Resources.

The Contractor shall report any inadvertent archeological or cultural resource discoveries to the COR immediately. If bone is encountered, stop digging immediately and contact the COR.

Part 5 – Contractor Quality Control

5.1 Quality Control Plan.

The Contractor shall prepare and submit a Quality Control Plan (QCP) describing the actions the Contractor will take to ensure the work meets contract requirements. See Section 8.3 for submittal requirements. The QCP shall also include the name of the Contractor Quality Control (CQC). If specific experience or qualification requirements are called for in the SOW, Plans, or Specifications, (e.g., welder qualification certificate) the QCP will document how these requirements are to be met by the Contractor. During the actual work activities, a CQC shall be on site at all times who is an employee of the prime Contractor and has authority to make decision on behalf of the prime Contractor. The Contractor shall inspect and test work to ensure that quality of materials, workmanship, construction, finish, and functional performance is in compliance with the contract requirements. The QCQ shall be responsible for ensuring that all work performed meets the requirements of the contract SOW, plans, and specifications. The person identified as the CQC may also be the lead responsible for Safety upon approval by the KO (see Section 3.3).

5.2 Contractor Daily Reports.

The Contractor shall submit a daily report to the COR on the first workday following the date covered by the report. See Section 8.3 for submittal requirements. The daily reports shall have, at a minimum, the following:

- 5.2.1 Contractor activities for the day of the report.
- 5.2.2 Manpower (number of workers by trade).
- 5.2.3 Difficulties (including details of delays or cause which may affect quality or timely completion).
- 5.2.4 Instructions given by the Contractor to subcontractors.
- 5.2.5 Progress information including total project completion percentage (weekly)
- 5.2.6 Minutes of Safety Meetings (see Section 3.7).

5.3 Construction Phasing.

Government will maintain use of the adjacent access areas during construction activities. The Contractor will be provided with reasonable access and staging areas during construction in the vicinity of the construction. The Contractor shall be responsible for maintaining the construction area and storage facilities and repairing damage caused during construction activities prior to substantial completion and final payment. The Contractor shall remove all stored materials and equipment no later than five (5) days after final acceptance of the work.

5.4 Work Area Maintenance.

All areas disturbed by the Contractor's operation shall be kept clean by the Contractor. During the course of the work, the Contractor shall periodically, or as directed by the COR, remove and dispose of all surplus construction materials and debris and keep the project area clean. Upon completion of the work, the Contractor shall remove temporary construction facilities, debris, and unused materials, leaving the project site in a neat and clean condition no later than five (5) days after final acceptance of the work.

5.5 Utilities Clearances and Outages.

The Contractor shall obtain utility clearances before digging, boring, burrowing, tunneling, excavating and any other penetrations that may damage underground utilities. At least thirty (30) days prior to digging the Contractor shall contact the COR to obtain the Standard Digging Request Form. The Standard Digging Request Form will provide digging clearances for Government owned water, wastewater, natural gas and electric. The Contractor is responsible for clearly marking the area to be disturbed prior to contacting the Government Representatives listed on the form. The completed signed form is to be returned to the COR who will photograph the locates and grant the Contractor clearance to dig.

The COR will provide the Contractor a copy of the Dig Permit Form provided by the Information Management Directorate. This form is to be used to request clearances for digging in and around Government owned communication lines. It is the responsibility of the Contractor to read the form carefully and provide all information required. The Contractor is to return the completed form to the COR who will photograph locates and grant the Contractor clearance to dig.

It is the Contractor's responsibility to obtain clearances for all non-Government owned utilities prior to digging. Clearances may be obtained by calling 811 or 1-800-321-2537 or online at <http://www.nm811.org>. NOTE: Digging near underground utilities require either hand digging or other methods (such as using a vacuum truck) to prevent damage to the utility (no equipment such as excavators, trenchers, backhoes, etc.). Hand digging requirements differ, see below for requirements. If these distances differ than what is specified by the dig permit, the dig permit distances shall be used.

The following utility clearances shall be required before the start of construction:

- 5.5.1 Communications lines. (Hand dig within ten (10) feet of either side of line marking)
- 5.5.2 Electrical lines. (Hand dig within five (5) feet of either side of line marking)
- 5.5.3 Gas lines. (Hand dig within five (5) feet of either side of line marking)
- 5.5.4 Water lines. (Hand dig within five (5) feet of either side of line marking)
- 5.5.5 Waste Water lines. (Hand dig within five (5) feet of either side of line marking)
- 5.5.6 PNM Gas lines. (Hand dig as per PNM requirements)
- 5.5.7 Comcast Cable lines. (Hand dig as per Comcast requirements)
- 5.5.8 Century Link lines. (Hand dig as per Century Link requirements)

5.6 Emergency Suspension of Work.

When the Contractor is notified by the COR of noncompliance with the safety provisions of the Contract, the Contractor shall immediately, unless otherwise instructed, correct the unsafe or unhealthy condition. Additionally, the WSMR Safety Office and the WSMR Fire Department have the authority to suspend work under impending emergency situations (Risk of immediate loss of life or serious health issue).

- 5.6.1 If the Contractor fails to comply, all or part of the Work will be stopped by notice from the KO or the KO through the COR.
- 5.6.2 When, in the opinion of and by written notice given by the KO or the COR, satisfactory corrective action has been taken by the Contractor, work shall resume.
- 5.6.3 The Contractor shall not be allowed any extension of time or compensation for damages in connection with a work stoppage for an unsafe or unhealthy condition.

5.7 Government Witness.

All inspections and tests are required to verify documented contract assumptions, to establish work accomplishment, or to certify performance attainment shall be witnessed by the COR and coordinated by the CQC. The Contractor shall notify the COR in writing at least five (5) workdays prior to conducting inspections and tests.

5.8 Documentation.

The Contractor shall provide two (2) copies of documents containing all test reports/findings to the COR. See Section 8.3 for submittal requirements. Test results shall typically include: item/system tested, location, date of test, test parameters/measured data, date of last calibration done in the equipment, Contractor Inspector/Government witness, test equipment description and measurement technique. When complete, the inspections/tests documents shall be turned over to the COR within three (3) days.

Part 6 – Product Requirements

6.1 General Information.

References to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, submit for approval a variance for any equipment, material, article, or process that, in the judgment of the COR in conjunction with the Government Project Engineer, is equal to that named in the specifications, unless otherwise specified. The Contractor shall provide data or assurance that the product is equal.

6.2 Delivery, Storage, and Handling.

The Contractor shall transport and handle manufactured products IAW manufacturer's instructions. The Contractor shall store and protect all products and materials IAW manufacturer's instructions including temperature and environmental conditions. The Contractor shall remove and replace damaged items with new items.

6.3 Installation.

The Contractor shall install products IAW manufacturer's recommendations unless otherwise specified.

6.4 Product Data.

Product data to be included on material submittals shall include all data that indicates the product meets or exceeds the contract requirements and specifications. The product data shall also include any specific installation procedures, requirements, or restrictions if such information is provided by the manufacturer. See Section 8.3 for submittal requirements.

Part 7 – Required Employee Training

7.1 Employee Training.

All persons entering WSMR as part of the contract shall complete the following training. Training must be completed prior to requesting Installation access as described in Section 2.1. Proof of completion of training described in paragraphs 7.1.1 through 7.1.4 for both Contractor and subcontractor workers shall be submitted to the COR no later than seven (7) days after Notice to Proceed. See Section 8.3 for submittal requirements.

7.1.1 Unexploded Ordnance Training.

Prior to the start of any work on the installation, all Contractor and sub-contractor employees are required to watch the Installation Unexploded Ordnance Briefing Video (approximately 6 minutes). All employees are required to read Policy Letter #24 and complete the Record of Organizational Training on Unexploded Ordnance Range Hazards. The video and policy letters are available for download at

<http://www.wsmr.army.mil/ux/Pages/default.aspx>

7.1.2 Wildlife-Vehicle Accident Prevention information video.

This video is available at <http://www.wsmr.army.mil/gar/dir/Safety/Pages/RSB.aspx> . The video is approximately 4 minutes long.

7.1.3 AT Level-I Training.

All Contractor and subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness. This training takes approximately two (2) hours and is individual computer based training, not group training. The Contractor shall submit certificates of completion for each Contractor employee and subcontractor employee, to the COR or to the KO, if a COR is not assigned. AT level I awareness training is available at the following website: <http://jko.jten.mil>.

7.1.4 iWATCH Training.

The Contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). 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 appropriate personnel.

This training will be provided electronically by the COR and takes approximately ten (10) minutes.

Part 8 – Project Submittals

8.1 Submittals.

The Contractor shall furnish all submittals and perform all work required for furnishing submittals to the Government, IAW the clause at FAR 52.236-21 and the requirements in the provisions, clauses, and paragraphs of these specifications.

8.2 Submittal Requirements.

Contractor shall provide one (1) electronic copy of all submittals to the COR, KS, and KO. Form ENG 4025 shall be used for the submittals. All forms shall be electronically fillable.

8.3 List and Timeline of Submittals.

8.3.1 During construction, ongoing or periodic documents and items (such as Contractor Daily Reports per Section 5.2, test documentation per Section 5.8, etc.) shall be submitted as required.

8.3.2 No later than seven (7) days after Notice to Proceed, at a minimum the following submittals shall be provided by the Contractor to the COR, KS, and KO:

- 8.3.2.1 Site Specific Safety Plan per Section 3.3.
- 8.3.2.2 Activity Hazard Analysis per Section 3.5.
- 8.3.2.3 Quality Control Plan per Section 5.1.
- 8.3.2.4 List of Hazardous Materials (LHM) per Section 3.10.
- 8.3.2.5 Safety Data Sheets (SDS) per Section 3.10.
- 8.3.2.6 Construction schedule per Section 9.1; updates by 10th of each month hereafter.
- 8.3.2.7 Traffic Control Plan (if required).
- 8.3.2.8 Designation of Key Personnel per Section 1.9.

8.3.3 No later than seven (7) days after Notice to Proceed, the following submittals shall be provided by the Contractor to the COR, KS, and KO:

- 8.3.3.1 List of subcontractors (SF-1413) per 48 CFR 52.222-11.
- 8.3.3.2 Submittal for all materials used during construction. See Section 6.4 for product data requirements.
- 8.3.3.3 Any other project specific submittals not specifically identified in this SOW but otherwise required by specifications, plans, or regulations.
- 8.3.3.4 Documentation of Employee training as per Section 7.1.

NOTE: If at any time during the performance of the contract a new or updated submittal covered under 8.3.2 or 8.3.3 is determined to be required (e.g., a Safety Data Sheet for a material not identified on the original List of Hazardous Materials; variance of material; etc.), then the Contractor shall provide such submittals to the COR, KS, and KO within three (3) working days.

8.3.4 A minimum of fourteen (14) days before training of Government Personnel, training manuals required per Section 8.5 shall be provided to the COR.

8.3.5 No later than ten (10) days after construction ends, the following submittals shall be provided by the Contractor to the COR, KS, and KO:

8.3.5.1 Close out documents required per Sections 8.6, 8.8, and 8.9.

8.3.6 No later than ten (10) days after construction ends, the following submittals shall be provided by the Contractor to the COR, KS, and KO:

8.3.6.1 Close out documents required per Section 8.7.

8.4 Government Review of Submittals.

Review and acceptance of submittals by the Government does not relieve the Contractor from the responsibility to meet all specifications, drawings, and other required contractual standards or regulations. The Government will require fourteen (14) calendar days for review of each submittal or resubmittal furnished by the Contractor for approval.

8.5 Training of Government Personnel.

No training for Government personnel is required.

8.6 Equipment Manuals, Shop Drawings, and Product Data Manuals.

The Contractor shall provide manuals/documentation reflecting "As-Built" constructed building features and systems including specifications, shop drawings, design calculations, product data manuals, containing all approved shop drawing and product/catalog data submissions. Manuals shall be bound in three ring binders and fitted with tab sheets to identify major text divisions.

All content shall be legible, first-generation photocopies or prints of published material. Each manual shall be appropriately titled and provided with an introduction and table of contents. If the Government determine that a submitted manual/document fails to represent installed conditions, then the document shall be returned and corrected by the Contractor to the satisfaction of the Government at no additional cost to the Government. Submit to the COR within ten (10) calendar days of the end of construction. See Section 8.3 for submittal requirements.

8.7 As-Built Drawings.

As-Built Drawings are not required for this project.

8.8 Operation and Maintenance Manual.

The Contractor shall prepare three (3) detailed Operation and Maintenance Manuals, identifying all procedures, tools, equipment, and parts necessary to assure satisfactory operations. Each manual shall also include the manufacturers' names addresses and telephone numbers. The design/build Contractor's name, address and telephone number shall be permanently affixed to the front cover and to the spine of each manual, along with the project number, contract number and the date of submittal of the manual. Submit to the COR within ten (10) calendar days of the end of construction. See Section 8.3 for submittal requirements.

8.9 Warranties.

At the conclusion of the project, the Contractor shall provide a binder to the COR a current and complete list of all warranted items and equipment responsibilities, specific warranties and guarantees, final certifications, and similar documents at the time of acceptance/substantial completion. The equipment listing shall include; manufacturers name, type of equipment, model number, serial number and specific location that equipment is installed. The list shall also include a point of contact (including name, physical address, phone number, and e-mail address) that the Government can contact to request warranty work. All manufacturer's warranties shall be passed on to the Government and defective parts shall be replaced without added handling surcharges, return fee, freight, restocking fees or other miscellaneous costs.

Submit to the COR within ten (10) calendar days of the end of construction. See Section 8.3 for submittal requirements.

Part 9 – Construction Schedules

9.1 Construction Schedule.

The Contractor shall develop, maintain, and use an approved (approved by the KO or COR) construction schedule to plan, monitor, and evaluate the accomplishment of work. Schedule shall be prepared using Microsoft Project or compatible software. Failure to include any element of the work on the schedule will not release Contractor from completing all required work under the contract. Prepare schedule based on required sequence and interdependence of activities. Include work of subcontractors, Government interfaces, and contract milestones. The Contractor shall submit an updated schedule by the tenth (10th) of each month throughout the term of this contract. The Contractor shall enter actual progress on the updated schedule. If in the opinion of the COR, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the KO, without additional cost to the Government. In this circumstance, the KO may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction, and to submit for approval any supplementary schedule or schedules in chart form as the KO deems necessary to demonstrate how the approved rate of progress will be regained.

Part 10 – Hazardous Building Materials Abatement

10.1 GENERAL

A lead and asbestos survey is NOT provided. The Contractor shall perform hazardous building materials sampling of all building material that may be disturbed during this project. Asbestos sampling shall be performed by an asbestos inspector that meets the requirements of the Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA). If hazardous building materials are present, the Contractor shall abate/remediate. The Contractor shall be responsible for abating all hazardous building materials in the work area. Abatement of hazardous building materials (including asbestos containing material (ACM), Lead based paint (LBP), or mold) shall take place prior to performing other work of this project. The Contractor shall be responsible to perform abatement and disposal of all hazardous building materials in accordance with all applicable laws, rules and regulations, and with the guidelines of this section listed below. There will be no modification for the adjustment of price resulting from the hazardous material test/survey.

- A) All abatement work shall be performed inside a regulated area. Other trades and tasks are prohibited from performing work inside and adjacent to the regulated area during the performance of abatement work.
- B) All abatement work (including disposal) shall be performed by a qualified and competent firm or firms that have been permitted or licensed, to perform abatement work, by the EPA or by the jurisdiction having authority. In the State of New Mexico, the jurisdiction having authority is the State of New Mexico.
- C) All abatement work shall be supervised by a qualified and competent person or persons that have received the EPA or OSHA training specific to supervisors and the type of abatement being performed.
- D) All abatement work shall be performed by qualified and competent workers that have received the EPA or OSHA training specific to the type of abatement being performed.
- E) All abatement work shall be monitored by an independent, third-party monitoring firm or firms that are also qualified and competent to perform abatement monitoring. In addition, the monitoring firm or firms shall be permitted or licensed to perform abatement monitoring by the jurisdiction having authority, if required. The monitoring firm or firms shall be responsible for all monitoring required for the project. This includes, but is not limited to personal monitoring, baseline monitoring, area/perimeter monitoring, clearance monitoring, waste characterization for hazardous waste, etc.

F) All monitoring samples shall be collected, processed, and submitted to a laboratory or laboratories, for analysis, by qualified and competent monitoring technician or technicians. The technicians shall have received EPA, OSHA, NIOSH, or other training specific to the type of abatement monitoring being performed.

G) All monitoring samples shall be analyzed by an independent, third-party laboratory or laboratories that are also qualified and competent to perform abatement monitoring samples analysis. The laboratories shall be licensed in the State in which they operate. In addition, the laboratories shall have obtained laboratory accreditations, based on the type of analysis being performed, through one or more laboratory accreditation organizations such as, the National Voluntary Laboratory Accreditation Program (NVLAP), the National Lead Laboratory Accreditation Program (NLLAP), the Industrial Hygiene Laboratory Accreditation Program (IHLAP), the Environmental Lead Laboratory Accreditation Program (ELLAP), the Environmental Microbiology Laboratory Accreditation Program (EMLAP), etc. Furthermore, laboratories and analysts shall participate in proficiency testing programs such as, American Industrial Hygiene Association (AIHA) proficiency testing program, Industrial Hygiene Proficiency Analytical Testing (IHPAT) Program, Environmental Lead Proficiency Analytical Testing (ELPAT) program, Environmental Microbiology Proficiency Analytical Testing (EMPAT) testing program, etc.

H) Where training, specific to the type of abatement being performed, is not sanctioned thru EPA or OSHA, other Governmental sanctioned training shall be used. Other Governmental sanctioned training includes but is not limited to NIOSH, training sanctioned by state Governments, etc. Where training, specific to the type of abatement being performed, is not sanctioned thru other Governmental entities, training shall be received from industry standard sanctioned training. Industry standard sanctioned training includes but are not limited to ANSI, ASTM, ACGIH, NFPA, NEC, etc.

I) All abatement methods, materials, and chemicals shall be compatible with new materials to be installed. The Contractor shall ensure that all abatement methods, materials, and chemicals do not cause the installation of new materials to fail or to be damaged. Where new materials fail or are damaged due to abatement methods, materials, and chemicals; the Contractor shall perform what is necessary to ensure that new materials do not fail or are not damaged at no additional cost to the Government. The Contractor shall replace the failed or damaged materials with new materials, from the manufacturer, that meet or exceed the original specifications. Replacement materials shall be at no additional cost to the Government. All new operations to ensure that new materials do not fail or that are not damaged shall comply with the requirements of this scope of work, the specifications, and the drawings. All new operations are considered abatement work.

Part 11-Narrative of Specific Work Requirements

11.1 Specific Work

The specific work to be performed is defined by this SOW, the construction drawings; applicable codes, standards, laws, and regulations; and the specifications.

Part 12 – Construction Drawings

12.1 Construction Drawings

After contract award, the Contractor and the DPW Engineering Services Division Chief shall sign the final construction drawings, and such drawings shall be marked “ISSUED FOR CONSTRUCTION”. Only drawings so marked and signed shall be considered as part of the contract.

The project consists of the work and requirements described in the construction drawings provided with this procurement package, consisting of the following drawings:

| | | |
|---------|-----------------------|--|
| 12.1.1 | WS-85110-2022-C-G-01 | Cover Sheet |
| 12.1.2 | WS-85110-2022-C-GI-02 | General notes |
| 12.1.3 | WS-85110-2022-C-SP-03 | Site Plan |
| 12.1.4 | WS-85110-2022-C-GC-04 | Sign Schedule |
| 12.1.5 | WS-85110-2022-C-GC-05 | Sign Schedule Continued |
| 12.1.6 | WS-85110-2022-C-GC-06 | Additional Sign Schedule |
| 12.1.7 | WS-85110-2022-C-GC-07 | Radar Sign Schedule |
| 12.1.8 | WS-85110-2022-C-D-08 | Removals |
| 12.1.9 | WS-85110-2022-C-C-09 | Raised Crossings |
| 12.1.10 | WS-85110-2022-C-DT-10 | Roadway traffic Sign/Pavement Marking Detail |

Part 13-Applicable Codes/Standards

- 13.1 The New Mexico Department of Transportation’s “Standard Specifications for Highway and Bridge Construction” 2000 and 2014 Edition. Copies of the 2014 Edition are available for download on the internet: http://dot.state.nm.us/content/dam/nmdot/Plans_Specs_Estimates/2014_Specs_For_Highway_And_Bridge_Construction.pdf
- 13.2 American Association of Highway and Transportation Officials (AASHTO) “Standard Specifications for Materials and Methods of Sampling and Testing”, 28th Edition 2008.
- 13.3 Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, 2009 Edition with Revisions 1 and 2. Available for download on the internet: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/pdf_index.htm
- 13.4 The U.S. Federal Highway Administrations “Standard Specifications for the Construction of Roads and Bridges on Federal Highway Projects (FP) 2003” available for download at <http://flh.fhwa.dot.gov/resources/pse/specs/>
- 13.5 The Federal Highway Administrations “Standard Highway Signs” latest edition. Available for download at http://mutcd.fhwa.dot.gov/ser-shs_millennium_eng.htm

Part 14-Specifications

- 14.1 106 – Control of Materials (NMSHTD)
- 14.2 203 – Excavation, borrow and embankment (NMSHTD)
- 14.3 207 – Subgrade Preparation (NMSHTD)
- 14.4 407 – Tack Coat (NMSHTD)
- 14.5 408 – Prime Coat (NMSHTD)
- 14.6 423 – Control of Materials (NMSHTD)
- 14.7 609 – Curb and Gutter (NMSHTD)
- 14.8 618 – Traffic Control Management (NMSHTD)
- 14.9 701 – Traffic Signs and Sign Structures (NMSHTD)
- 14.10 704 – Pavement Markings (NMSHTD)
- 14.11 902 – Quality Control (NMSHTD)
- 14.12 903 – Quality Assurance (NMSHTD)
- 14.13 906 – Minimum Testing Requirements (NMSHTD)

- 14.14 New Mexico Department of Transportation Minimum Testing Requirements
http://dot.state.nm.us/content/dam/nmdot/Construction/INDEPENDENT_ASSURANCE_PROGRAM_5-29-13.pdf
- 14.15 New Mexico Department of Transportation “APPROVED PRODUCTS LIST” and
 “CURRENT APPROVED PRODUCTS LIST WITH RESTRICTIONS”
<http://dot.state.nm.us/content/dam/nmdot/APL/APL.pdf>

WAGE DETERMINATION**WAGE DETERMINATION**

"General Decision Number: NM20230035 05/12/2023
 Superseded General Decision Number: NM20220035
 State: New Mexico
 Construction Type: Highway
 Counties: Dona Ana and San Juan Counties in New Mexico.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

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 into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022.

Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 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 2023.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 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 2023.

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0 01/06/2023

1 05/12/2023

ELEC0611-003 07/01/2014

| | Rates | Fringes |
|----------------------------------|----------|---------|
| ELECTRICIAN (Boom Operator)..... | \$ 29.79 | 12.74 |

* TEAM0492-003 04/01/2023

SAN JUAN

Rates Fringes

| | | |
|--------------------------|----------|------|
| TRUCK DRIVER (Dump)..... | \$ 19.75 | 9.15 |
|--------------------------|----------|------|

* SUNM2011-003 08/25/2011

| | Rates | Fringes |
|--|---------------|---------|
| CARPENTER (Includes Form Work) | | |
| Dona Ana..... | \$ 14.15 ** | 0.44 |
| San Juan..... | \$ 13.42 ** | 0.44 |
| CEMENT MASON/CONCRETE FINISHER..... | \$ 13.65 ** | 0.26 |
| ELECTRICIAN (Includes Traffic Signalization and Installation) | | |
| Dona Ana..... | \$ 25.91 | 9.45 |
| San Juan..... | \$ 24.46 8.56 | |
| HIGHWAY/PARKING LOT STRIPING: | | |
| Includes Highway Line/Parking Lot Line Striping and Line Striping Truck Driver | | |
| Dona Ana..... | \$ 15.44 ** | 0.35 |
| San Juan..... | \$ 14.39 ** | 0.35 |
| IRONWORKER, REINFORCING | | |
| Dona Ana..... | \$ 22.61 | 6.03 |
| San Juan..... | \$ 16.41 | 5.85 |
| LABORER | | |
| Common or General | | |
| Dona Ana..... | \$ 11.95 ** | 0.35 |
| San Juan..... | \$ 11.48 ** | 0.35 |
| Flagger/Cone Setter..... | \$ 14.27 ** | 0.35 |
| Mason Tender- | | |
| Cement/Concrete..... | \$ 10.25 ** | 0.35 |
| Pipelayer..... | \$ 17.13 | 5.04 |
| POWER EQUIPMENT OPERATOR: | | |
| Backhoe/Excavator/Trackhoe | | |
| Dona Ana..... | \$ 17.74 | 0.26 |
| San Juan..... | \$ 16.27 | 1.51 |
| Bobcat/Skid Loader..... | \$ 14.56 ** | 0.26 |
| Broom Sweeper..... | \$ 16.67 | 1.57 |

| | | |
|---------------------------|-------------|------|
| Grader/Blade..... | \$ 17.64 | 1.51 |
| Loader(Front End)..... | \$ 16.53 | 0.26 |
| Mechanic..... | \$ 23.24 | 1.51 |
| Oiler..... | \$ 22.08 | 8.72 |
| Piledriver..... | \$ 16.26 | 0.26 |
| Roller (Asphalt and Dirt) | | |
| Dona Ana..... | \$ 16.27 | 1.51 |
| San Juan..... | \$ 12.91 ** | 1.60 |
| Trencher | | |
| Dona Ana..... | \$ 15.22 ** | 0.26 |
| San Juan..... | \$ 15.93 ** | 0.26 |
| W911SG23B0016 | | |
| Page 55 of 57 | | |
| TRUCK DRIVER | | |
| Dump Truck | | |
| Dona Ana..... | \$ 15.04 ** | 0.26 |
| Flatbed Truck..... | \$ 13.30 ** | 0.26 |
| Pickup Truck | | |
| Dona Ana..... | \$ 12.14 ** | 0.26 |
| San Juan..... | \$ 12.95 ** | 0.26 |
| Water Truck..... | \$ 13.51 ** | 1.51 |

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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)).

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.

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"