SOLICITATION, OFFER, AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
W911SG26BA003	[X] SEALED BID (IFB) INVITATION FOR BID [ ] NEGOTIATED (RFP) REQUEST FOR PROPOSAL	03 JUN 2026	1		110

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		DPW066975P

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
W6QM MICC-FT BLISS BLDG 111, 111 PERSING RD FORT BLISS, TX 79916-6812 UNITED STATES DWYANE TRULY, EMAIL: DWYANE.L.TRULY.MIL@ARMY.MIL TELEPHONE: 915-568-6632	W911SG	W6QM MICC-FT BLISS BLDG 111, 111 PERSING RD FORT BLISS, TX 79916-6812 UNITED STATES

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	DWYANE TRULY	915-568-6632

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 *(Title, identifying number, date)*

PROJECT TITLE: INSTALL SIDEWALK ALONG DYER, ABERDEEN TO MLK
PROJECT LOCATION: WHITE SANDS MISSILE RANGE, NM

THE PURPOSE OF THIS PROJECT IS TO PROVIDE ALL MATERIAL, EQUIPMENT AND LABOR FOR THE INSTALLATION OF A NEW SIDEWALK ALONG DYER ST. FROM MARTIN LUTHER KING BLVD TO ABERDEEN ST.

THIS IS A SMALL BUSINESS SET ASIDE. NAICS 237310 WITH A SMALL BUSINESS SIZE STANDARD OF $45 MILLION. PERFORMANCE AND PAYMENT BONDS ARE REQUIRED (SEE CLAUSE AT FAR 52.228-15 DEV) ALL BONDS MUST BE ORIGINALS; PHOTOCOPIES WILL NOT BE ACCEPTED 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. IAW FAR PART 36.204(D) THE MAGNITUDE OF CONSTRUCTION SHOULD BE D) BETWEEN $250,000 AND $500,000 UNLESS THE IGCE IS LESS THAN $250K. RESULTING CONTRACT WILL BE FIRM FIX PRICE (FFP)

GROSS RECEIPT TAX RATE FOR NM. “APPLICABLE NEW MEXICO GROSS RECEIPTS TAX RATE FOR DONA ANA COUNTY IS 6.4975% AS OF THE DATE OF SOLICITATION.”

SEE STATEMENT OF WORK FOR THE FULL REQUIREMENT

11. The contractor shall begin performance within 10 calendar days and complete it within 120 calendar days after receiving

[ ] award, [X] notice to proceed. This performance period is [ ] mandatory [ ] negotiable. ***(See*** FAR 52.211-10 ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
[X] YES [ ] NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 11:00 AM ***(hour)*** local time 08 JUL 2026 (date). If this is a sealed bid solicitation, offers will 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 [X] is, [ ] 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 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NUMBER *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*
CODE 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. *(Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)*

AMOUNTS ▶

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	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 *(4 copies unless otherwise specified)* ▶ ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT ☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements 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 incorporated by reference in or attached to this contract.	☐ 29. AWARD *(Contractor is not required to sign this document.)* 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 *(Type or print)*	31a. NAME OF CONTRACTING OFFICER *(Type or print)*
30b. SIGNATURE / 30c. DATE	31b. UNITED STATES OF AMERICA BY / 31c. DATE

Section 00 00 00 - Procurement and Contracting Requirements

Instrument Name: Install Sidewalk Dyer, Aberdeen to MLK

THE PURPOSE OF THIS PROJECT IS TO PROVIDE ALL MATERIAL, EQUIPMENT AND LABOR FOR THE INSTALLATION OF A NEW SIDEWALK ALONG DYER ST. FROM MARTIN LUTHER KING BLVD TO ABERDEEN ST. THIS IS A SMALL BUSINESS SET ASIDE. NAICS 237310 WITH A SMALL BUSINESS SIZE STANDARD OF $45 MILLION. PERFORMANCE AND PAYMENT BONDS ARE REQUIRED (SEE CLAUSE AT FAR 52.228-15 DEV) ALL BONDS MUST BE ORIGINALS; PHOTOCOPIES WILL NOT BE ACCEPTED 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. IAW FAR Part 36.204(d) THE MAGNITUDE OF CONSTRUCTION SHOULD BE d) BETWEEN $250,000 AND $500,000 UNLESS THE IGCE IS LESS THAN $250K. RESULTING CONTRACT WILL BE FIRM FIX PRICE (FFP) Gross Receipt Tax Rate for NM. “APPLICABLE NEW MEXICO GROSS RECEIPTS TAX RATE FOR DONA ANA COUNTY IS 6.4975% AS OF THE DATE OF SOLICITATION.” SEE STATEMENT OF WORK FOR THE FULL REQUIREMENT

Section 00 01 15 - List of Drawing Sheets

DRAWINGS AND PHOTOS

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	DPW066975P-DYER STREET SIDEWALK INSTALLATION_FINAL (1)	Drawings		26 Mar 2026		5	Attachment	No
0002	Photos DPW 066975P Install Side walk Along Dyer	Photos		06 Jan 2026		17	Attachment	No

Section 00 10 00 - Solicitation, Contract Line Item Number (CLIN) Schedule

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Product Service Description: Install Sidewalk Dyer, Aberdeen to MLK Product Service Code: Z2LB North American Industry Classification System (NAICS): 237310 Pricing Arrangement: Firm Fixed Price	1	Job		

Section 00 20 00 - Instructions for Procurements

Controlled Unclassified Information (CUI)

STATEMENT OF WORK

DPW066975P

PART 1 - DESCRIPTION OF WORK

1.1. Objectives. 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 purpose of this project is to install a new 5-foot wide and 4-inch-thick concrete sidewalk along the West side of Dyer Street from Martin Luther King Boulevard to Aberdeen Street. Work also includes new curbs and gutter at locations that do not have curb and gutter and also curb and gutter replacement at locations shown on the plans. Installation of the new sidewalk includes new ADA ramps at all intersections, subgrade processing, and removal and relocation of existing signage that interferes with the alignment of the sidewalk.

1.2. Period of Performance. After contract award, the Contracting Officer will issue a Preconstruction Authorization. The Preconstruction Authorization is for Administrative and Pre-construction Activities (i.e., pre-construction tasks including coordination with any Government office or the Contracting Officer Representative for example bonds, submittals in accordance with (IAW) Section 2.13.3.2, traffic control plans, digging permits, utility outage requests, oral presentations, approvals for safety plans, and schedules). Preconstruction Authorization is limited to 30 days and non-construction activities. After the first 30 days (Preconstruction Authorization), the Contracting Officer will issue Construction Notice to Proceed (NTP). Construction NTP authorizes the contractor to begin actual construction or physical work on the project. All work shall be completed according to the awarded contract period of performance of no later than 90 calendar days after Construction NTP is issued by the Contracting Officer (KO). The Contractor shall not commence work unless authorized by the Contracting Officer (KO). All technical questions shall be addressed to the Contracting Officer's Representative (COR) for resolution and clarification.

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

Note: The total Period of Performance (POP), including Preconstruction Authorization and Construction NTP shall not exceed 120 calendar days.

1.3. Place of Performance. The work is located at Dyer Street on White Sands Missile Range (WSMR), New Mexico in Dona Ana County. The project is located entirely on the Main Cantonment.

1.4. Occupancy. The roadway must always remain passable during construction.

1.5. Specific Work Requirements.

1.5.1. Civil. - Project includes the installation of a 5-ft wide and 4-in thick concrete sidewalk. Project also includes the installation of new curb and gutter in some areas and the removal and replacement of curb and gutter in some areas. Concrete ADA ramps will be installed at all intersections as described in the plans.

1.5.2. Demolition. - Project includes the removal and disposal of some areas of existing concrete curb and gutter. Additionally, existing asphalt paving must be sawcut, removed, and disposed for the installation of the new curb and gutter.

1.5.3. Cast in Place Concrete. - Work includes new concrete sidewalk, new concrete curb and gutter at locations that do not have curb and gutter and also concrete curb and gutter replacement at locations shown on the plans. Installation of the new sidewalk includes new concrete ADA ramps at all intersections.

1.5.4. Architectural. - Not Applicable.

1.5.5. Structural. Not Applicable.

1.5.6. Fire Protection. Not Applicable.

1.5.7. Electrical. Not Applicable.

1.5.8. Telecommunications. Not Applicable.

1.5.9. Mechanical/Plumbing/HVAC. Not Applicable.

PART 2 - GENERAL REQUIREMENTS.

2.1. Basic Guidelines.

2.1.1. Preconstruction Meeting. The Contractor shall attend a pre-construction meeting held by the Government prior to construction. 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 2.2). The Contractor shall take minutes of the meetings and submit the minutes to the COR, KO, and Contract Specialist (KS) via the Contract Daily Report (see Section 2.9.2) within five (5) days.

2.1.2. 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, KS, and KO via the Contract Daily Report (see Section 2.9.2) within five (5) days.

2.1.3. Construction Documents. Contractor shall have a copy of the Statement of Work, Drawings, and specifications at the construction site at all times.

2.1.4. Construction Project Information Signage. 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

2.7.9) 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.

2.1.5. Licenses and Permits. The Contractor shall verify all dimensions and investigate existing site conditions prior to submitting proposal. The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits. The Contractor shall comply with all applicable laws and regulations, including but not limited to Building Codes, Federal Law, New Mexico State Law, Occupational Safety and Health Administration (OSHA) regulations, Army and installation regulations.

2.1.6. Installation Property. Contractor shall exercise extreme caution to protect building finishes, private property, military property, historic material, cultural resources, etc., from

damage during the performance of these contract requirements. Contractor shall be responsible for all loss or damage to Government and private property while executing contract requirements as a result of negligence on behalf of the Contractor, subcontractors, or any representatives of the Contractor or subcontractors."

2.1.7. Contractor Vehicles. Contractor's personnel, whose tasks involve operation of any vehicles, shall possess a valid U.S. state driver's license, certificates and permits, applicable for the type and class of vehicle being operated.

2.1.8. Limited Access. The Contractor shall only use existing roadways when transporting personnel and/or material during the execution of the contract. The Contractor shall strictly adhere to the foregoing and shall not develop new ingress or egress roads.

2.1.9. Parking. The Contractor shall ensure that its personnel use designated parking areas only. Personal and non-construction related vehicles shall not be parked on grassy, gravel, or landscaped areas (unless identified as acceptable in drawings).

2.1.10. Buy American Act Construction Materials. Applying to contracts for the construction, alteration, or repair of any public building or public work in the United States, the Contractor shall utilize commercially available off-the-shelf (COTS) construction materials in accordance with Executive Order 10582 and 41 U.S.C. chapter 83, Buy American.

2.2. Key Personnel.

The Contractor shall, at a minimum, provide a full-time dedicated Superintendent (IAW 52.236-6, Superintendence by the Contractor) dedicated Site Safety and Health Officer (SSHO)/QCM for the duration of the contract. The Contractor shall provide to the Contracting Officer (KO), within seven (7) calendar days after Preconstruction Authorization, 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 Contracting Officer. See Section 2.13 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 Contracting Officer, in writing, no less than three business days prior to the need to substitute.

2.2.1. Project Manager (PM). The Contractor shall provide a PM. The role of the Construction PM is to be the Government's Point of Contact (POC) for projects and administration of construction. Per DPW066975P Dyer Street Sidewalk Installation, the PM is accountable for: Management of performance of all trade Contractors, review and analysis of SOW, architectural and engineering drawings and specifications; ensuring contract documents and regulations are comprehended and followed; supervision of Construction Superintendent(s), reviewing and approving their reports, submittals, monitor reported difficulties, and correcting safety violations/ deficiencies; developing, tracking, updating and controlling construction schedule; project management plan, and associated costs to achieve completion of project; coordinating the closure of a project.

The PM shall possess the following:

Language. Full professional working proficiency at speaking, listening, reading, and writing in English. Experience. Five (5) years of experience (within the last ten (10) years) working as a Construction PM (or in a position with equivalent responsibilities) managing multiple construction projects simultaneously related to the project.

2.2.2. Superintendent. The Contractor shall assign one competent superintendent for each DPW066975P Dyer Street Sidewalk Installation. The superintendent shall be accountable for

overall supervision and management of job site coordination, day-to-day operations, schedule adherence, enforcement of safety and quality, managing subcontractors, has authority to act for the Contractor, and shall be on site at all times during Construction. The superintendent is required to attend facility turnover meetings (Red Zone meetings), partnering meetings, and quality control meetings. The qualification requirements for the alternate superintendent are the same as for the superintendent.

The Superintendent shall possess the following:

Language. Full Professional working proficiency at speaking, listening, reading, and writing in English. Experience. Five (5) years' experience (within the last ten (10) years) working as a Construction Superintendent (or in a position with equivalent responsibilities), managing multiple construction projects simultaneously related to the project. The superintendent must be familiar with the requirements of Engineering Manual (EM) 385-1-1 and have experience in the areas of hazard identification and safety compliance. The individual must be capable of interpreting a critical path schedule and construction drawings. The KO may request proof of the superintendent's qualifications at any point in the project if the performance of the superintendent is in question.

2.2.3. Site Safety and Health Officer (SSHO). The SSHO shall be accountable for overall

supervision and management of the Contractor's safety program(s) and plan(s). Contractor shall assign one SSHO for each DPW066975P Dyer Street Sidewalk Installation, who will work simultaneously as the SSHO and QCM. The SSHO shall be on site at all times during construction to implement and administer the Contractor's safety program and Government-accepted Accident Prevention Plan. An alternate shall be identified in the Construction Safety Plan to serve in the event of the SSHO's absence. The requirements for the alternate are the same as the SSHO. The SSHO shall meet the requirements of EM 385-1-1 Section 1. The SSHO must ensure that the requirements of 29 CFR 1926.16 are met for the project. It is responsibility of the Contractor to express to the KO in the event that due to the complexity of the project, one employee will be required for each position. The SSHO shall be the Government's POC for all aspects relating to safety. The SSHO responsibilities include, but are not limited to facilitating and ensuring the completion of facility safety assessments/investigations of reportable and non-reportable mishaps involving personal injury accidents, property damage, and cases of occupational illnesses; recording accident reports in an accurate, complete, and timely manner; assuring that claims for injuries and illnesses are posted in the Occupational Safety and Health Administration log; promoting and furnishing applicable safety and health, accident prevention, and investigation training for Contractor's employees; assessing and evaluating work environment, identifying potential hazards, and aiding Contractor, Construction PM, and Construction Superintendent during work place inspections; supporting Contractor, Construction PM(s), and Construction Superintendents in investigating accidents and developing measures to prevent recurrences.

The Safety Manager shall possess the following:

Language. Full professional working proficiency at speaking, listening, reading, and writing in English. Experience. Five (5) years' experience (within the last ten (10) years) working as a SSHO

(or in a position with equivalent responsibilities), identifying potential risks and hazards, investigating accidents, and promote occupational safety on multiple construction projects, simultaneously, related to the project.

Certification. SSHO shall possess active credentials as a Certified Safety and Health Official (CSHO) in construction or Master Certification (MC) from an OSHA Training Institute Education Centers.

2.2.4. Quality Control Manager (QCM). The QCM shall be accountable for overall supervision and management of the construction's quality control and management program(s) and plan(s). Contractor shall assign one QCM for each DPW066975P Dyer Street Sidewalk Installation, who will work simultaneously as SSHO and QCM. The QCM shall be on site at all times during construction and alternate shall be identified in the Construction Quality Control Plan to serve in the event of the QCM's absence. The requirements for the alternate are the same as the QCM. It is the responsibility of the Contractor to express to the KO in the event that due to the complexity of the project, one Employees will be required for each position. The QCM is to be the Government's POC for all aspects relating to quality control. the QCM responsibilities include but are not limited to the supervision and management of the Contractor's quality control and management program(s) and plan(s) in accordance with specifications; inspecting work for conformance to project plans and specifications identifying issues arising during construction and verifying that deficiencies have been corrected; recording and notifying the PM and/or Superintendent of problems on a timely basis so that corrections can be made without impact to the project schedule; creating, updating and maintaining the project submittal log and all other project specific quality control reports; reviewing shop drawings and submittals for conformance with project specifications by direct review and by leveraging the knowledge and experience of others in the project team when necessary; scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, designers of record, consultants, manufacturers, offsite fabricators, suppliers, and purchasing agents; tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation; continuing development of the project Quality Control Plan to address the specific needs of task orders, as required; examining the work area to assure that all required preliminary work has been completed and is in compliance with the contract; reviewing drawings and each paragraph of applicable specifications, reference codes, and standards applicable to work being performed in the field. The QCM shall possess the following:

Language. Full professional working proficiency at speaking, listening, reading, and writing in English. Experience. Five (5) years' experience (within the last ten (10) years) working as a QCM (or in a position with equivalent responsibilities), managing multiple construction projects simultaneously related to the project.

2.3. Temporary Utilities.

2.3.1. 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 (Mr. Andres Serna) at 575-678-1917 (Projects located on main cantonment, downrange,

and North of Hwy 70/South of Route 6). For projects located North of Route 6, up-range to Stallion, Contractor must contact Mr. Casey Masterson at 575-202-5341 or Mr. Mark Vega at 575-679-4221. Water usage shall be reported to the COR monthly. Construction water can be obtained from the standpipe on Headquarters Ave located approximately 1 mile southeast of the project location (32.3692, -106.4791).

2.3.2. Electric Power Service. The Contractor may use electric power from the Government's existing electrical system. No temporary electrical service is needed for the project.

2.3.3. Utilities Cutovers and Interruptions. All anticipated utility outages shall be coordinated with the Directorate of Public Works (DPW) through the COR. A minimum advance notice of fourteen (14) calendar days shall be provided by the Contractor. Make utility cutovers and interruptions after normal working hours or on Saturdays, Sundays, and Government holidays unless directed otherwise. Conform to procedures required in paragraph Work Outside Regular Hours.

2.4. Portable Latrines. 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.

2.5. Hours of Operation.

2.5.1. Normal Work Hours. White Sands Missile Range operates on a five-day work schedule and observes Federal Holidays. Normal working hours for the installation are from 07:00 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 shall be made to the KO within four (4) calendar days of their intention.

2.5.2. 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.

2.5.3. Federal Government Holidays. For Government holidays visit https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/#url=Overview.

This list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination regarding applicable paid holidays. It is understood and agreed between the Government and the Contractor that observance of such days

by Government personnel will not be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, the Contractor may reimburse them; however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked, unless stipulated otherwise. This provision does not preclude reimbursement for authorized overtime work if applicable.

2.5.4. Excused Absence. When the Department of Defense grants excused absence to its employees, the Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the KO or the COR.

2.5.5. Furlough. If Government personnel are furloughed, the Contractor shall contact the KO or the COR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected as a result of Government shutdown and/or furloughed Government employees. In the event that Government shutdown and/or furloughed Government employee does impact contract price/cost, a negotiated settlement will be reached as deemed appropriate by the KO.

2.6. Environmental Quality Program.

2.6.1. 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.

2.6.2. 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.

2.6.3. Waste Disposal. The Contractor shall dispose of all waste and debris as follows:

2.6.3.1. 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.

2.6.3.2. 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.

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

2.6.3.4. 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.

2.6.3.5. 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. For any questions regarding asbestos, lead, and solid waste management, please contact Jon Harrison at 575-678-2415, DPW Environmental.

2.6.3.6. 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.

2.6.3.7. 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.

2.6.3.8. Scrap Metal

NOTE: The WSMR Scrap Metal Yard has been permanently closed and WILL NOT be available for contractor use. All scrap metal, including electrical wiring, shall be disposed of at an off-site location that has been permitted, by the jurisdiction having authority, to accept and dispose of scrap metal.

2.6.3.9. 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.

2.6.3.10. 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.

2.6.3.11. NOTE: The Hughes Diversion Area has been permanently closed and WILL NOT be available for contractor use. All construction debris and waste 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.

2.6.4. Prohibitions. The Contractor shall be prohibited from performing the following

2.6.4.1. On-site burning or incineration of waste and debris.

2.6.4.2. On-site burial.

2.6.4.3. Dumping at locations not permitted by the jurisdiction having authority to accept and dispose of waste and debris.

2.6.4.4. Use of unlicensed waste haulers.

2.6.4.5. Using containers that are not appropriate for the disposal of waste and debris.

2.6.5. 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.

2.6.6. 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.

2.6.7. 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.

2.6.8. Archeological and Cultural Resources. The Contractor shall report any inadvertent archeological or cultural resource discoveries to the COR immediately. Excavating in or driving through known archaeological sites is not allowed. Collecting artifacts on WSMR is prohibited. Using metal detectors to locate archeological resources on WSMR is limited to those holding a valid permit. Off-road vehicular use is prohibited unless in an approved designated area. If cultural artifacts or human remains are discovered on or below the soil surface, stop all activities and contact Public Works Environmental (PWE) at 575-678-2225 immediately to provide information on location.

2.6.9. Wildlife Conservation. Personnel should be aware of snakes, and various other species of wildlife in the area that could cause harm if encountered or disturbed. Report any nuisance, injured, or dead wildlife discovered at project site immediately. Do not harass, collect, possess, harm, or destroy wildlife or their habitat. Do not provide water or feed wildlife. Do not leave uneaten food at buildings and in the field, to prevent attracting wildlife. Do not litter and clean up all trash left at work site Contact DPW Environmental Division - for assistance with Wildlife at 575-678-2225. Migratory bird nesting season is between 1 March through 31 August. Any ground disturbance or work that has the potential to remove an active nest needs to be surveyed. Area will be surveyed for nesting migratory birds by people who have been determined to be qualified by PW Environmental within 24 hours prior to start of work. For any active nest found with eggs or nestlings, the area of the nest will be avoided by workers IAW PW Environmental instructions.

2.7. Safety.

2.7.1. 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:

2.7.1.1. http://www.osha.gov/

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

2.7.2. 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.

2.7.3. Traffic Control.

2.7.3.1. Traffic Control shall allow for two-way traffic to continue. When traffic must be rerouted or controlled to accomplish the work, provide necessary warning signs, flag persons, and related equipment for the safe passage of vehicles.

2.7.3.2. Informational Traffic Signs. Contractor shall provide and install informational traffic signs on all road construction projects to alert motorists of upcoming construction dates. Signs shall be properly secured to ensure they are not affected by weather conditions. Signs shall be installed 30 days prior construction and shall be located on adjacent roads approaching construction site. Signs shall indicate: "Road will be closed on X date" or "Road will be partially closed on X date". All temporary signs shall comply with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

2.7.3.3. Contractor shall notify the KO five (5) working days in advance before any demolition work is started to ensure traffic control measures are adequate and coordination is accomplished with other activities on the installation in a timely manner.

2.7.4. Site Specific Safety Plan. Construction contracts shall include a site and project specific safety plan. See Section 2.13 for submittal requirements. EM 385-1-1 refers to a safety plan as an Accident Prevention Plan (APP). The safety plan shall 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:

2.7.4.1. The company's safety and health policy.

2.7.4.2. Company safety inspections of the job site.

2.7.4.3. Use of personnel protective equipment (PPE).

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

2.7.4.5. 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).

2.7.4.6. The steps to be followed to report unsafe working conditions and practices.

2.7.4.7. Special hazards.

2.7.4.8. Hazardous materials.

2.7.4.9. Confined spaces, i.e. entry procedures and ventilation requirements, etc.

2.7.4.10. Lockout tag procedures.

2.7.4.11. Instruction concerning safe operations and appropriate emergency action in the event of accidental exposure.

2.7.4.12. Emergency procedures.

2.7.4.13. Identifying personnel on site who have had first aid training.

2.7.4.14. Identify where communication devices (such as phones, radios or other approved

communication devices) are located with appropriate phone numbers posted.

2.7.4.15. Post how to exit the work area in an expeditious and safe manner.

2.7.4.16. 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 2.9.1).Approval of the Safety Plan does not relieve the Contractor of complying with all applicable safety requirements.

2.7.5. 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 and KO for approval. The Contractor shall incorporate unusual or high-hazard activities not identified in the original safety plan as they are discovered.

2.7.6. Activity Hazard Analysis (AHA). 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 2.13 for deliverable requirements. Approval of the Activity Hazard Analysis does not relieve the Contractor of complying with all applicable safety requirements.

2.7.7. Accident Reporting Requirements.

2.7.7.1. 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.

2.7.7.2. 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 the 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.

2.7.7.3. 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.

2.7.7.4. Contractors shall report to the Local OSHA office accidents and injuries in accordance with OSHA reporting requirements (https://www.osha.gov/sites/default/files/OSHA-RK-Forms-Package.pdf).

2.7.8. 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 2.9.2).

2.7.9. 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.

2.7.10. 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 potentialfor 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.

2.7.11. 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 2.13 for submittal requirements.

2.7.12. 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 sixty (60) 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:

2.7.12.1. Nuclear Regulatory Commission (NRC) Licensees will need to complete DA Form 3337 and provide a copy of the license.

2.7.12.2. 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.

2.7.12.3. 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.

2.7.13. 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.

2.8. Quality Control (QC).

2.8.1. QC Program Requirements. Establish and maintain a QC system that complies with FAR 52.246-12 Inspection of Construction and as described in this section. The QC program consists of a QC Manager, a QC plan, a Coordination and Mutual Understanding Meeting, QC meetings, three phases of control, submittal review and approval, testing, and QC certifications and documentation necessary to provide materials, equipment, workmanship, fabrication, construction and operations which comply with the requirements of this contract. The QC program shall cover on-site and off-site work and shall be keyed to the work sequence. No work or testing may be performed unless the QCM is on the work site.

2.8.2. Acceptance. Acceptance of the QC plan is required prior to the start of construction. The KO reserves the right to require changes in the QC plan and operations as necessary, including removal of personnel, to ensure the specified quality of work. The KO reserves the right to interview any member of the QC organization at any time in order to verify the submitted qualifications.

2.8.3. 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.

2.8.4. Quality Control Manager (QCM). See the "Key Personnel" Section of this document for requirements.

2.9. Contractor Quality Control (CQC) Plan.

2.9.1. Quality Control Plan (QCP). The Contractor shall prepare and submit a (QCP) describing the actions the Contractor will take to ensure the work meets contract requirements. See Section 2.13 for submittal requirements. The QCP shall also include the name of the Contractor Quality Control Manager (QCM). If any any time during the performance of the contract a new or updated QCP is determined to be required, the Contractor shall provide a revised QCP to the COR with a courtesy copy to the KS and KO within five (5) working days for approval. 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 QCM 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 QCM shall be responsible for ensuring that all work performed meets the requirements of the contract SOW, plans, and specifications. The person identified as the QCM may also be the lead responsible for Safety upon approval by the KO (see Section 2.7.4.16).

2.9.2. 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 2.13 for submittal requirements. The daily reports shall have, at a minimum, the following:

2.9.2.1. Contractor activities for the day of the report.

2.9.2.2. Manpower (number of workers by trade).

2.9.2.3. Difficulties (including details of delays or cause which may affect quality or timely completion).2.9.2.4. Instructions given by the Contractor to subcontractors.

2.9.2.5. Progress information including total project completion percentage (weekly)

2.9.2.6. Minutes of Safety Meetings (see Section 2.7.8).

2.9.3. Construction Phasing. Government will maintain use of the adjacent access areas during construction activities. The Contractor shall 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.

2.9.4. 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.

2.9.5. Utilities Clearances and Outages.

2.9.5.1. 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 locates and grant the Contractor clearance to dig.

2.9.5.2. 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.

2.9.5.3. 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.

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

2.9.5.4.1. Communications lines. (Hand dig within 10 feet of either side of line marking)

2.9.5.4.2. Electrical lines. (Hand dig within 5 feet of either side of line marking)

2.9.5.4.3. Gas lines. (Hand dig within 5 feet of either side of line marking)

2.9.5.4.4. Water lines. (Hand dig within 5 feet of either side of line marking)

2.9.5.4.5. Waste Water lines. (Hand dig within 5 feet of either side of line marking)

2.9.5.4.6. PNM Gas lines. (Hand dig as per PNM requirements)

2.9.5.4.7. Comcast Cable lines. (Hand dig as per Comcast requirements)

2.9.5.4.8. Century Link lines. (Hand dig as per Century Link requirements)

2.9.6. Emergency Suspension of Work.

2.9.6.1. 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).

2.9.6.2. 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.

2.9.6.3. 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.

2.9.6.4. 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.

2.9.7. 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) work days prior to conducting inspections and tests.

2.9.8. Documentation. The Contractor shall provide two (2) copies of documents containing all test reports/findings to the COR. See Section 2.13 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.

2.10. Product Requirements.

2.10.1. 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.

2.10.2. Delivery, Storage, and Hauling. 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.

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

2.10.4. 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 2.13 for submittal requirements.

2.11. Required 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 2.12. Proof of completion of training described in paragraphs 2.11.1 through 2.11.4 for both Contractor and subcontractor workers shall be submitted to the COR no later than seven (7) days after Notice to Proceed. See Section 2.13 for submittal requirements.

2.11.1. 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 20 minutes). All Contractor employees are required to complete training on Unexploded Ordnance (UXO). The video training is available at: https://www.denix.osd.mil/uxo/3rs-training/. The completed UXO training certificates shall be submitted to the COR.

2.11.2. Oryx Video - Safe Driving Video. This video is available at: WSMR Safety (army.mil). The video is approximately 4 minutes long.

2.11.3. 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: JKO LMS (jten.mil).NOTE - Contractor should click on "Standalone Anti-Terrorism Level I Training." Registration is not required.

2.11.4. 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 Anti-Terrorism Officer). 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.

2.12. Installation Access and Security.

2.12.1. Installation Access. Contractor shall comply with the requirements of the WSMR Visitor Control Program. 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 2.11 SHALL BE COMPLETED AND SUBMITTED TO THE COR PRIOR TO REQUESTING RANGE ACCESS. Proof of training shall be completed for both Contractor and subcontractor workers. See Section 2.11 - Required Employee Training, and Section 2.13 - Project Submittals. NOTE: If contractor requires on-the-spot access onto the installation with no prior vetting, they will be required to provide one of the following documents:

Real ID (must have the star printed on the ID) and must NOT be expired

Valid Passport - must NOT be expired

Social Security Card

Birth Certificate (Original) no copy or photo will be accepted

2.12.2. Contractor 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, and all passes are 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.

2.12.3. 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.

2.12.4. 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 employees 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.

2.13. Project Submittals.

2.13.1. 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.

2.13.2. Submittal Requirements. Contractor shall provide one (1) electronic copy of all submittals to the COR with a courtesy copy forwarded to the Contract Specialist (KS) and KO. Form ENG 4025 shall be used for the submittals. All forms shall be electronically fillable.

2.13.3. List and Timeline of Submittals.

2.13.3.1. During construction, ongoing or periodic documents and items (such as Contractor Daily Reports per Section 2.9.2, test documentation per Section 2.9.8, etc.) shall be submitted as required.

2.13.3.2. No later than fourteen (14) days after Preconstruction Authorization is issued, at a minimum the following submittals shall be provided by the Contractor to the COR with a courtesy copy to the KS and KO:

2.13.3.2.1. Site Specific Safety Plan per Section 2.7.4. 2.13.3.2.2. APP/Safety Plan

2.13.3.2.3. Army Radiation Permit (if required)

2.13.3.2.4. Activity Hazard Analysis per Section

2.7.6. 2.13.3.2.5. Construction Phasing Plan

2.13.3.2.6. Project Submittal Register

2.13.3.2.7. Quality Control Plan per Section

2.9.1. 2.13.3.2.8. Construction Project Information Signage

2.13.3.2.9. List of Hazardous Materials (LHM) per Section

2.7.11. 2.13.3.2.10. Hot Work Permit (if required)

2.13.3.2.11. Shop Drawings (if required)

2.13.3.2.12. Safety Data Sheets (SDS) per Section 2.7.11.

2.13.3.2.13. Construction schedule per Section 2.14; updates by 10th of each month hereafter.

2.13.3.2.14. Traffic Control Plan (if required).

2.13.3.2.15. Designation of Key Personnel per Section 2.2. 2.13.3.2.16. Staging and Laydown Area Plan

2.13.3.2.17. List of subcontractors (SF-1413) per 48 CFR 52.222-11.

2.13.3.2.18. Submittal for all materials used during construction. See Section 2.10.4 for product data requirements.

2.13.3.2.19. Any other project specific submittals not specifically identified in this SOW but otherwise required by specifications, plans, or regulations.

2.13.3.2.20. Documentation of Employee training as per Section 2.11.

NOTE: If at any time during the performance of the contract a new or updated submittal covered under 2.13.3.2 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 with a courtesy copy to the KS and KO within three (3) working days.

2.13.3.3. A minimum of fourteen (14) days before training of Government Personnel, training manuals required per Section 2.13.5 shall be provided to the COR.

2.13.3.4. No later than ten (10) days after construction ends, the following submittals shall be provided by the Contractor to the COR with a courtesy copy to the KS and KO:

2.13.3.4.1. Close out documents required per Sections 2.13.6, 2.13.7, 2.13.8, and 2.13.9.

2.13.4. 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 five (5) workdays for review of each submittal or resubmittal furnished by the Contractor for approval.

2.13.5. Training of Government Personnel. No training for Government personnel is required.

2.13.6. 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 2.13 for submittal requirements.

2.13.7. As-Built Drawings.

The Contractor shall provide one (1) electronic copy (in AutoCAD .dwg format) of the As-Built drawings. If the Government determine that the As-Built drawings fail 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 2.13 for submittal requirements.

2.13.8. 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 2.13 for submittal requirements.

2.13.9. 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 2.13 for submittal requirements.

2.14. Construction Schedule.

2.14.1. Construction Schedule. The Contractor shall develop and submit a Construction Schedule no later than five (5) days after NTP for approval, as specified herein, pursuant to FAR Clause 52.236-15 Schedules for Construction Contracts. Once reviewed and approved by the KO or COR, the Construction schedule and attachments will be enforced as part of the Contract. 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. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule. The Contractor shall enter actual progress on the updated schedule as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If in the opinion of the Contracting Officer or 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. Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

2.14.2. Payment and Performance Bonds. Contractor shall submit Payment and Performance Bonds no later than ten (10) days after contract award. The notice to proceed shall be provided by the KO once it has been reviewed and accepted.

2.14.3. Site Clearance and Utility Locate Permit. The Contractor shall obtain and submit the latest written Site Clearance and Utility Locate Permit prior to starting excavation work immediately upon contract award, before any drilling, digging, or excavation is undertaken. No digging, trenching or excavation shall start until an approved Site Clearance and Utility Locate Permit is obtained. The required Site Clearance and Utility Locate Permit WSMR Form (DPW) will be provided by the COR. Contractor shall verify the location of all utilities prior to any excavation or demolition operation. Contractor is responsible to repair any utility damaged during the excavation work if the utility was indicated by the utility provider. No demolishing, removing, or altering the areas shall take place until prior coordination between the Contractor's Representative and the Government's Quality Assurance Inspector. If work is not started within 14 days of completion of the Site Clearance and Utility Locate Permit, Contractor shall request the remarking of site. If Contractor fails to comply and WSMR/DPW infrastructure is damaged, the Contractor will be liable for repairs and charges. Site Clearance and Utility Locate Request dig permit shall be completed no later than (60) calendar days after contract award. Contractor's delay to complete Site Clearance Utility Locate Request dig permit without a valid written justification to COR, KO and KS within (30) calendar days of contract award about dig permit progress being out of Contractor's control announcement, will account for Liquidated damages assessment without the justification for time extension request.

2.14.4. Project Submittal Register. Contractor shall submit a Submittal Register within seven (7) days of NTP and prior to submitting any other submittals for review and approval. Review and approval of the Project Submittal Register shall be required prior to submission of other submittals herein. It shall outline lead times and a list of submittals required for the project. Contractor shall use the latest version of ENG FORM 4288-R and can be found at https://www.publications.usace.army.mil/USACE-Publications/Engineer-Forms/. Once reviewed and accepted by the KO, the Submittal Register and attachments will be enforced as part of the Contract and shall include the following but not limited to:

Procedures for scheduling, reviewing, certifying, and managing submittals, including those of Subcontractors, offsite fabricators, suppliers, and purchasing agents Subcontractors, consultants, offsite fabricators, suppliers, materials, and purchasing agents.

2.15. Hazardous Building Material Abatement. Not Required

2.16. Schedule of Items.

2.16.1. Base Items.

2.16.1.1. Base Item 0001: Project includes the installation of 5-ft wide and 4-in thick concrete sidewalk along the West side of Dyer Street from Martin Luther King Bulevard to Aberdeen Street. Project also includes the installation of 2-ft concrete curb and gutter at locations that do not

currently have curb and gutter and replacement of existing curb and gutter in some areas. Work also include the installation of concrete ADA ramps at all intersections the removal and relocation of signage to accommodate the new sidewalk.

Unit of Measure: Job.

Payment will be made for costs associated with design and installation of concrete sidewalk, curb and gutter, and ADA ramps all other components as shown in the design documents.

2.16.2. Option Items.

2.16.2.1. Not required.

2.17. Construction Drawings.

2.17.1. Construction Drawings. After contract award and completion of design, the Contractor and the DPW Engineering Services Division Chief shall sign the final construction drawings (Design Construction Drawings provided by Design Contractor), 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:

SHEET

01

02

03

04

05

DRAWING

G1 G2 C1 C2 C3

TITLE

COVER SHEET

GENERAL NOTES AND SITE MAP

DYER ST SIDEWALK PLAN STA. 0+00 TO STA. 12+60 DYER ST SIDEWALK PLAN STA. 12+60 TO EOP CONSTRUCTION

DETAILS

PART 3 - Applicable Codes/Standards.

3.1. Applicable Publications.

The Contractor (to include Subcontractors) shall abide by all, and most current, applicable state and federal regulations, publications, manuals, and local policies and procedures involving architectural, civil, structural, electrical, environmental, and mechanical disciplines associated with the design and construction of a specific project.

The following list is an overview of typical publications used for this project, not inclusive:

NMDOT Standard Specification for Highway and Bridge Construction, latest edition AASHTO- A Policy on Geometric Design of Highways and Streets, latest edition AASHTO- Roadside Design Guide, latest edition

AASHTO M 288 - Standard Specification for Geotextile Specification for Highway Applications

AASHTO MEPDG - Mechanistic-Empirical Pavement Design Guide: A Manual of Practice ASTM C78/C78M -

Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)

ASTM D560/560M/560M - Standard Test Methods for Freezing and Thawing Compacted Soil-Cement Mixtures

ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12 400 ft-lbf/ft3 (600 kN-m/m3))

ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3))

ASTM D1883 - Standard Test Method for California Bearing Ratio (CBR) of Laboratory-Compacted Soils

ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)

ASTM D4429 - Standard Test Method for CBR (California Bearing Ratio) of Soils in Place ASTM D4632/D4632M - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles

ASTM D4751 - Standard Test Method for Determining Apparent Opening Size of a Geotextile ASTM D4833/D4833M - Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products

ASTM D6951/D6951M - Standard Test Method for Use of the Dynamic Cone Penetrometer in Shallow Pavement Applications3.2. Specifications.

01410 Testing Laboratory Services 01560 Temporary Controls

01570 Traffic Regulation

01710 Cleaning

02070 Selective Demolition

02550 Concrete Curb, Gutter and Drive Pads

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 WORK INCLUDED

A. CONTRACTOR shall employ and pay for the services of an independent testing laboratory to perform specified services and testing.

1.02 RELATED WORK

A. Conditions of the Contract: inspections and testing required by laws, ordinances, rules, regulations, orders or approval of public authorities.

B. Each specification section listed: laboratory tests required and standards for testing.

1.03 QUALIFICATION OF LABORATORY

A. Must meet American Council of Independent Laboratories, "Recommended Requirements for Independent Laboratory Qualification".

B. Must meet basic requirements of ASTM E329, "Standard of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction".

C. Must be authorized to operate in the state in which the project is located.

D. Testing equipment must be calibrated at reasonable intervals by devices of accuracy traceable to either:

1. National Bureau of Standards.

2. Accepted values of natural physical constants.

E. Selected by the CONTRACTOR, approved by the COR.

1.04 LABORATORY DUTIES

A. Cooperate with COR and CONTRACTOR, provide qualified personnel after due notice.

B. Perform specified inspections, sampling and testing of materials and methods of construction.

1. Comply with specified standards.

2. Ascertain compliance of materials with requirements of Contract Documents.

C. Promptly notify COR and CONTRACTOR of observed irregularities or deficiencies of work or products.

D. Written Report:

1. Promptly submit for each test and inspection.

a. Two copies to COR.

b. Number of copies as required to CONTRACTOR.

2. Each report shall include:

a. Date issued.

b. Project title and number.

c. Testing laboratory number, address and telephone member.

d. Name and signature of laboratory inspector.

e. Date and time of sampling or inspection.

f. Record of temperature and weather conditions.

g. Date of test.

h. Identification of product and specification section.

i. Location of sample or test in the Project.

j. Type of inspection or test.

k. Results of tests and compliance with Contract Documents.

l. Interpretation of test results when requested by COR.

E. Perform additional tests as required by COR.

F. In all cases, the COR shall determine the number, type and location of tests.

1.05 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

A. Laboratory is not authorized to:

1. Release, revoke, alter or enlarge on requirements of Contract Documents.

2. Approve or accept any portion of the works.

3. Perform any duties of the CONTRACTOR.

1.06 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel, provide access to Work and manufacturer's operations.

B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.

C. Provide to the laboratory the preliminary design mix proposed to be used for concrete and other material mixes which require control by the testing laboratory.

D. Furnish copies of product test reports as required.

E. Furnish incidental labor and facilities:

1. To provide access to Work to be tested.

2. To obtain and handle samples at the Project site or at the source of the product to be tested.

3. To facilitate inspections and tests.

4. For storage and curing of test samples.

F. Make arrangements with laboratory to pay for additional samples and tests required for

CONTRACTOR'S convenience and retests required for previously failed tests.

G. Make arrangements with testing laboratory on a timely basis for all testing required by job progress, conditions or the COR.

END OF SECTION

SECTION 01560 TEMPORARY CONTROLS

PART 1 GENERAL

1.01 WORK INCLUDED

A. Provide and maintain methods, equipment and temporary construction as necessary to provide controls over environmental conditions at the construction site and related areas under CONTRACTOR'S control.

B. Remove physical evidence of temporary facilities at completion of Work

1.02 NOISE CONTROL

A. Limit to:

1. Practical extent.

2. Normal working hours when practical. The normal working hours are between 7 am to 4:30 pm, Monday through Friday.

1.03 DUST CONTROL

A. Provide positive methods and apply dust control materials to minimize raising dust from construction operations.

B. Provide positive means to prevent airborne dust from dispersing into the atmosphere.

C. Provide truck bed covers on all trucks and other conveyances hauling any loose materials within public right of way.

1.04 WATER CONTROL

A. Provide methods to control surface water to prevent damage to the Project, the site or adjoining properties.

B. Drainage:

1. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels and other construction areas.

2. Direct drainage to proper runoff.

C. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface water and groundwater.

D. Dispose of drainage water and dewatering water in a manner to prevent flooding, erosion or other damage to any portion of the site or to adjoining areas.

1.05 RODENT AND PEST CONTROL

A. As found necessary during construction.

1.06 DEBRIS CONTROL

A. Maintain all areas under CONTRACTOR'S control free of extraneous debris.

B. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas or along access roads and haul routes.

1. Provide containers for deposit of debris.

2. Prohibit overloading of trucks to prevent spillages on access and haul routes.

3. Provide periodic inspection of traffic areas to enforce requirements.

C. Periodic Debris Collection:

1. Schedule periodic collection and disposal of debris.

2. Provide additional collections and disposals of debris whenever the periodic schedule is inadequate to prevent accumulation.

1.07 SECURITY

A. Provide adequate temporary fencing to secure the project site and all staging areas.

END OF SECTION

SECTION 01570 TRAFFIC REGULATION

PART 1 GENERAL

1.01 SCOPE OF WORK

A. To submit a traffic control plan to COR for approval.

B. Provide, operate, and maintain equipment, services and personnel with traffic control and protective devices as required to expedite public vehicular traffic flow and access on haul routes, at site entrances, on site access road, parking areas and any areas affected by construction operations. This item includes signs, signposts (permanent or portable), barricades, cones, drums, warning lights or flashers, temporary striping, flags, flaggers, and any other incidental items as

shown on the plans or as required by the COR. All traffic control devices and procedures shall meet the minimum requirements as stated in the Manual on Uniform Traffic Control Devices.

C. Remove temporary equipment and facilities when no longer required; restore grounds to original or specified conditions.

1.02 TRAFFIC CONTROL

A. Traffic shall meet or exceed any requirements stipulated by New Mexico Department of

Transportation (NMDOT).

B. Whenever a street or thoroughfare is to be closed or partially closed, the Contractor shall notify the COR and nearby facilities of such closing and the length of time the street will be closed to traffic. This notice shall be given forty-eight (48) hours prior to the closing and shall be coordinated with the COR.

C. Local access shall be maintained for all streets. The Contractor will be required to keep as much roadway open as possible to provide access for occupied facilities. The Contractor shall supply signing, markings, or flagmen as needed to permit local traffic onto the streets where construction is in progress.

D. During working hours, the Contractor may close portions of the street for short durations (2-4 hours) to facilitate construction, such as during asphalt patching operations.

E. At the end of each day, all streets, side streets and driveways shall be left in a fully passable condition. The Contractor shall close trenches and clean the job site before the end of each day, weekends, or holidays. All sidewalks and public walkways shall be open. During non-working hours, all streets shall be open to traffic.

1.03 TRAFFIC CONTROL SIGNALS AND SIGNS

A. Provide traffic control and directional signs for all closures and detours, mounted on barricades or standard posts with warning flashing lights.

B. Traffic control shall be in full conformance with Department of Transportation "Manual on Uniform Traffic Control Devices for Streets and Highways," latest edition. Any deviation from "MUTCD" requires prior approval of COR.

1.04 CONSTRUCTION PARKING CONTROL

A. Control Contractor's and construction personnel's private vehicular parking to preclude interference with public traffic or paving, access by emergency vehicles or facility operations.

1.05 SPECIAL REQUIREMENTS FOR THIS PROJECT

A. Provide traffic and detour controls and signs as required per approved traffic control plans.

B. The Contractor shall have a responsible person on site during working hours and on call during non-working hours to inspect and maintain project traffic control.

C. Removal:

1. All non-applicable signing shall be removed or covered completely with an opaque, non-light-transmitting material.

2. All remaining, non-applicable traffic control devices are to be removed.

END OF SECTION

SECTION 01710 CLEANING

PART 1 GENERAL

1.01 WORK INCLUDED

A. Execute cleaning during progress of the Work and at completion of the Work, as required.

1.02 RELATED WORK

A. Conditions of the Contract

B. Each Specification Section: Cleaning for specific products or work.

1.03 DISPOSAL REQUIREMENTS

A. All unsuitable material, vegetation, trash, debris, etc. from the excavation shall be disposed of off-site at a location approved by the COR.

B. The CONTRACTOR shall make his own arrangements for disposal subject to submission of proof to the COR that the OWNER(S) of the proposed site(s) have a valid fill permit issued by the appropriate governmental agency.

C. The CONTRACTOR shall provide watertight conveyance of any liquid, semi-liquid, or saturated solids which tend to bleed or leak during transport. No liquid loss from transported materials will be permitted whether being delivered to the construction site or being hauled away for disposal. Fluid materials hauled for disposal must be specifically acceptable at the selected disposal site.

D. The CONTRACTOR shall comply with all necessary permits, licenses and authorizations regarding the removal, transport and disposal of waste as are required by all applicable Federal, State and local laws and regulations.

E. Trash burning will not be permitted on the construction site.

Cleaning 01710 - 1

PART 2 PRODUCTS

2.01 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property, and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturers of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

A. Execute periodic cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations, at no additional cost.

B. Provide on site containers for the collection of waste materials, debris and rubbish.

C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 DUST CONTROL

A. Dust shall be minimized by wetting down bare soils during windy periods, or if requested by the COR.

B. The operation of dumping rock and of carrying rock away in trucks shall be so conducted as to cause a minimum of noise and dust.

C. Vehicles carrying rock, concrete, or other material shall be routed over such streets as will cause the least annoyance to the public.

D. All unpaved streets, roads, detours, or haul roads used in the construction area shall be given an approved dust-preventative treatment or periodically watered to prevent dust as directed by the COR.

3.03 FINAL CLEANING

A. Employ skilled workmen for final cleaning.

END OF SECTION

SECTION 02070 SELECTIVE DEMOLITION

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Extent of selective demolition work is indicated on Drawings.

B. Types of selective demolition work: demolition requires the selective removal and subsequent offsite disposal of the following and other items as required:

1. Portions of existing paved surfaces as indicated on Drawings and as required to accommodate new construction.

2. Portions of concrete curb and gutter as indicated on Drawings.

1.02 SUBMITTALS

A. Schedule:

1. Submit schedule indicating proposed methods and sequence of operations for selective demolition work to the COR for review not less than two weeks before commencement of work.

2. Include coordination for parking lot closure as required, together with details for dust and noise control protection.

a. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of facility POC's on-site operations.

b. Coordinate with facility POC continuing operation of portions of existing structures.

1.03 JOB CONDITIONS

A. Occupancy:

1. Facility personnel will be continuously occupying areas of the structures immediately adjacent to areas of selective demolition.

2. Conduct selective demolition work in a manner that will minimize need for disruption of the facility personnels normal operations.

3. Provide minimum of two weeks' advance notice to the facility POC of demolition activities which will severely impact the facility POC's normal operations.

4. Examples of such activities shall include but not be limited to removal of existing pavement and curb and gutter.

B. Partial Demolition and Removal:

Selective Demolition

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1. Items indicated to be removed.

2. Transport salvaged items from site as they are removed.

C. Protection:

1. Provide temporary barricades and other forms of protection as required to protect the general public from injury due to selective demolition work.

2. Provide protective measures as required to provide free and safe passage of the general public to and from occupied portions of adjacent buildings.

3. Provide temporary weather protection during interval between demolition and removal of existing construction and installation of new construction in areas where exposure to weather could cause damage to existing construction.

4. Remove protection at completion of work.

D. Damages: promptly repair damages caused to adjacent facilities by demolition work at no additional cost.

E. Traffic:

1. Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks and other adjacent occupied or used facilities.

2. Do not close, block, or otherwise obstruct streets, walks or other occupied or used facilities without written permission from authorities having jurisdiction.

3. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

F. Explosives: use of explosives will not be permitted.

G. Utility Services:

1. Maintain existing utilities and keep in service and protect against damage during demolition operations.

2. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction.

3. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.

H. Environmental Controls:

1. Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level.

2. Comply with governing regulations pertaining to environmental protection.

3. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, or pollution.

PART 2 PRODUCTS (NOT USED)

Selective Demolition

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PART 3 EXECUTION

3.01 GENERAL

A. No demolition of the existing sidewalks, curb & gutters or parking lot areas shall commence until the Contractor has notified the COR.

3.02 INSPECTION

A. General:

1. Prior to commencement of selective demolition work, inspect areas in which work will be performed.

2. Photograph existing conditions to structure surfaces, equipment or to surrounding properties which could be misconstrued as damage resulting from selective demolition work.

3. File photographs with COR prior to starting work.

3.03 DEMOLITION

A. General:

1. Perform selective demolition work in a systematic manner.

2. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.

3. Cut concrete at junctures with construction to remain using power-driven saw or hand tools; do not use power-driven impact tools.

4. Completely demolish and remove existing portions of roadway surfacing as indicated on the Drawings.

5. For slabs-on-grade, use removal methods that will not crack or structurally disturb adjacent slabs or partitions; use power saw where possible.

END OF SECTION

Selective Demolition

02070 - 3

SECTION 02550

CONCRETE CURB-AND-GUTTER AND DRIVEPADS

PART 1 GENERAL

1.01 SCOPE OF WORK

A. This work shall consist of the construction of Portland Cement concrete curb-and-gutter, sidewalks, aprons, and drivepads as indicated on Drawings

1.02 REFERENCES

A. New Mexico Department of Transportation Standards Specifications for Highway and Bridge Construction, latest edition.

B. American Association of State Highway and Transportation Officials:

1. AASHTO M33, "Preformed Expansion Joint Filler for Concrete (Bituminous Type)".

2. AASHTO M153, "Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction".

3. AASHTO M173, "Concrete Joint-Sealer, Hot-Poured Elastic Type".

4. AASHTO M55, "Welded Wire Fabric for Concrete Reinforcement".

C. American Concrete Institute:

1. ACI 847.

D. American Society of Testing and Materials

1. ASTM A82.

2. ASTM N85.

1.03 QUALITY ASSURANCE

A. Allowable tolerances: finished surfaces will not be acceptable if varying from a straight line by more than 0.5-inch when checked with a 10 foot straightedge.

PART 2 PRODUCTS

2.01 PORTLAND CEMENT CONCRETE

Concrete Curb-and-Gutter and Drivepads

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A. Comply with ASTM C94.

B. Water to Portland Cement Ratio: maximum 0.50.

C. Slump: maximum 4" unless otherwise scheduled.

D. Compressive Strength: 28 days at 3000 psi unless otherwise scheduled or shown on the Drawings.

E. Volumetric Air Content: 4.5% 1.5%; air may be omitted for interior slabs to be trowel finished.

F. Admixtures:

1. Content, batching method and time of introduction in accordance with the manufacturer's recommendations for compliance with this specification.

2. Include a water reducing admixture.

3. Calcium chloride shall not be used.

G. Coarse Aggregate:

1. Maximum nominal dimension 3/4-inch.

2. Maximum nominal dimension 1.5 inch for members greater than 18 inches.

H. Consistency:

1. Suitable for the placement conditions.

2. Slump uniform.

3. Aggregate floating uniformly throughout the concrete.

4. Flow sluggishly when vibrated or spaded.

I. Adjust mix in field with COR's approval, as required to meet specifications.

2.02 JOINT FILLERS

A. Preformed expansion joint filler: AASHTO M33 or M153.

2.03 JOINT SEALERS

A. AASHTO M173.

2.04 REINFORCING

A. AASHTO M55.

B. 6" x 6"- No. 6 welded wire fabric with supporting chairs shall be installed in all drive pads.

Concrete Curb-and-Gutter and Drivepads

02550 - 2

PART 3 EXECUTION

3.01 INSPECTION

A. Prior to placing forms, verify that the subgrade has been compacted to the minimum 95% ASTM-D1557.

3.02 FINISHING

A. Curb: give concrete a light broom finish with the brush marks parallel to the curb line or gutter line.

B. Sidewalk and drivepads: give concrete a light broom finish with the brush marks perpendicular to the curb line or gutter line.

3.03 JOINTS

A. General. Construction joints shall be located as shown on the plans and at other points as may be necessary during construction provided that the location and nature of additional joints shall be made as shown in the details on the plans. In resuming work abutting a construction joint, the surface of the concrete previously placed shall be thoroughly cleaned of dirt, scum, latence, or other soft material and shall be roughened. The surface then shall be thoroughly washed with clean water. All contraction and expansion joints must be constructed at the time the concrete is poured and finished and shall be a minimum of 1/8" in depth of the concrete being weakened. Expansion joints shall be one-half inch (1/2") thick, shall be formed to the surface shape, and shall extend to full depth. The top shall be even with the finished surface after the concrete has hardened.

B. Concrete Curb and Gutter. Expansion joints shall be placed at not greater than fifty foot (50') intervals, at the tangent points of all curves, and as further shown on the plans.

C. Contraction joints (weakened plane joints) shall be placed at ten foot (10') centers and shall be formed with metal templates not more than 1/8th inch thick.

D. Sidewalk. Expansion joints shall be provided at twenty feet (20') on centers and where sidewalks abut existing walks, buildings, driveways, and other construction. Contraction joints shall be provided at the same location as joints in curb and gutters and at 5' intervals (midpoints).

E. Drivepads and Valley Gutters. Drivepads and valley gutters shall have expansion and contraction joints as shown on the drawings. Drivepads from 12' to 35' long shall have one-half inch (1/2") preformed expansion joints at centerline. Valley Concrete Curb-and-Gutter and Drivepads 02550 - 3 Concrete Curb-and-Gutter and Drivepads 02550 - 4gutter joints shall have the preformed expansion joint filler depressed one half inch and the top half inch shall be filled with joint filler.

F. All expansion joints shall be sealed.

3.04 BACKFILLING

A. Remove all forms.

B. Do not place earth backfill or pavement adjacent to curb-and-gutter or sidewalk until at least seven curing days have elapsed.

C. Backfill with approved material.

D. Thoroughly compact backfill to the same density as the subgrade and at the proper moisture content.

3.05 SCHEDULE

A. Concrete for curb-and-gutter on this project shall meet the following requirements:

1. Compressive strength at 28 days: 3000 psi.

2. Design slump: 4" maximum.

END OF SECTION

*** END OF NARRATIVE ***

Section 00 21 00 - Instructions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.214-3	Amendments to Invitations for Bids. (Deviation 2026-O0038)	2026-02		
52.214-4	False Statements in Bids.	1984-04		
52.214-5	Submission of Bids. (Deviation 2026-O0038)	2026-02		
52.214-6	Explanation to Prospective Bidders.	1984-04		
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids. (Deviation 2026-O0038)	2026-02		
52.214-12	Preparation of Bids.	1984-04		
52.214-34	Submission of Offers in the English Language.	1991-04		
52.214-35	Submission of Offers in U.S. Currency.	1991-04		
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038)	2026-02		

52.225-10	Notice of Buy American Requirement-Construction Materials.	2014-05
52.233-2	Service of Protest. (Deviation 2026-O0038)	2026-02

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.216-1	Type of Contract. (Deviation 2026-O0038) (Tailored)	2026-02		

Type of Contract (Feb 2026) (Deviation 2026-O0038)

The Government contemplates award of a SDVOSB - SET ASIDE Firm Fixed Price contract resulting from this solicitation.

(End of provision)

52.228-1 Bid Guarantee. 1996-09

Bid Guarantee (Sept 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 clause)

52.252-1 Solicitation Provisions Incorporated by Reference. 1998-02

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/ https://www.acq.osd.mil/dpap/dars/class_deviations.html

(End of provision)

52.252-3	Alterations in Solicitation.	1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

None

(End of clause)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation (DFARS) (48 CFR Chapter_2_) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section 00 21 13 - Instructions to Bidders

Instructions to Bidders:

1. **INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS**

2.1. You are invited to submit a bid in response to our Invitation for Bids (IFB) W911SG-26-B-A003 Install Sidewalk Dyer, Aberdeen to MLK, at 11:00 AM MST 8 July 2026 at Ft. Bliss, TX, Bldg. 111 Rm 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 Service-Disabled Veteran Owned Small Businesses (SDVOSB).

NOTICE OF PRE-BID CONFERENCE AND SITE VISIT:

3.1. A Pre-bid conference will be conducted on 10 June 2026 at 9:00 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 White Sands Missile Range, NM. Interested Contractors are highly encouraged to attend 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 attendees to Dwyane L. Truly at dwyane.l.truly.mil@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 this 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/.

FORMAL COMMUNICATION, OFFEROR EXPLANATIONS:

Submit all questions in the format below by email to the contracting office address 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-26-B-A003

Email: dwyane.l.truly.mil@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 docs 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 17 June 2026 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 (TABS A-E), TO INCLUDE E-MAIL, AND FACSIMILE TRANSMISSIONS ARE NOT AUTHORIZED. TABS F-H SHALL BE EMAILED TO THE ADDRESS LISTED ABOVE IN AN EFFORT TO REDUCE WASTE. IF A HARD COPY IS NOT RECEIVED BY BID OPENING (TABS A-E), THE TABS SUBMITTED BY EMAIL (TABS F-H) WILL BE IGNORED/DELETED.**

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. Bids shall not be addressed to any specific person. Any bids hand-delivered between 9:00 AM and 10:00 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; and must be SEALED in an envelope (In an effort to reduce waste, please do not include a binder). To ensure timely and proper handling, the lower left corner of the outermost wrapper should indicate the following:

Invitation for Bid No: W911SG-26-B-A003

Due Date of Bids: 8 July 2026

Time by which Bids are due: 10:00 AM MST

Title of Project: Install Sidewalk Dyer, Aberdeen to MLK

Bidders' submission shall consist of one (1) volume hard copy.

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

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: Dwyane L. Truly, Contract Specialist W911SG26BA003

Bldg. 111 Pershing Road

Fort Bliss, TX 79916

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 so as 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 NM20260035 as shown in Section 010000.

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 RFO FAR 52.204-7 in order to be awarded a contract and have the applicable NAICS code listed in RFO FAR 52.219-1(c), Small Business Program Representations, Representations.

11. **DISPOSITION OF UNSUCCESSFUL BIDS:**

In compliance with RFO FAR Part 4.101, 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 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 of the above requirements shall render your bid nonresponsive.

c. **TAB C: CLIN Price and Total Contract Amount.** The Bidders shall provide page 3 and 4 of the solicitation pricing each CLIN individually and include the **OVERALL contract price.(There is no box for this, please annotate sum below CLIN prices)**

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 RFO FAR Part 52.228-1, failure to provide a bid bond guarantee shall render your bid non-responsive.

f. **TAB F: Subcontractor List (EMAIL).** 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 (EMAIL).** 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 RFO FAR Part 52.204-7 in order to be awarded a contract and have the applicable NAICS code listed in RFO FAR Part 52.219-1(c), Small Business Program Representations, Representations.

h. **TAB H: DIGITALLY SIGNED DRAWINGS (EMAIL).** Bidders shall submit a copy of signed drawings, file name: DPW066975P-DYER STREET SIDEWALK INSTALLATION_FINAL (1). Please note drawings shall be digitally signed. Failure to provide digitally signed drawings shall render your bid as nonresponsive.

*** END OF NARRATIVE ***

Section 00 45 00 - Representations and Certifications

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.225-7042	Authorization to Perform.	2003-04		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		

252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-2	Certificate of Independent Price Determination.	1985-04		

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ____[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.209-2	Prohibition on Contracting With Inverted Domestic Corporations-Representation. (Deviation 2026-O0038)	2026-02

Prohibition on Contracting with Inverted Domestic Corporations-Representation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) Representation. The Offeror represents that-

(1) It [ ] is, [ ] is not an inverted domestic corporation; and

(2) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038)	2026-02

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2026) (Deviation 2026-O0038)

(a) The Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.214-14	Place of Performance-Sealed Bidding.	1985-04

Place of Performance-Sealed Bidding (Apr 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, State, County, ZIP Code)
Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

____ ____
____ ____

(End of provision)

52.219-1	Small Business Program Representations. (Deviation 2026-O0038)	2026-02

Small Business Program Representations (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

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 (b) of this provision.

(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.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

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

(2) The small business size standard is 45 MILLION[insert size standard].

(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 (i.e., nonmanufacturer), 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.

(c) Representations.

(1) The offeror represents as part of its offer that-

(i) it [ ] is, [ ] is not a small business concern; or

(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [_____The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents that it [ ] is, [ ] is not a women-owned small disadvantage business concern.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The offeror shall enter the name and

unique entity identifier of each party to the joint venture: __.]

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

(5) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror is certified as a SDVOSB concern]. The offeror represents as part of its offer that it [ ] is, [ ] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.]

(6) HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that it [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be-

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-2	Equal Low Bids. (Deviation 2026-O0038)	2026-02

Equal Low Bids (Feb 2026) (Deviation 2026-O0038)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

_____ _____

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	2019-12		

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

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

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

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

(End of provision)

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05

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

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

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

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

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

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

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

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

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

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the

prohibition referenced in paragraph (b) of this provision.

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

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

(End of provision)

Section 00 70 00 - Conditions of the Contract

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.222-7	Withholding of Funds. (Deviation 2026-O0038)	2026-02		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	2026-02		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-90	Offeror Identification. (Deviation 2026-O0038)	2026-02		

Offeror Identification (Feb 2026) (Deviation 2026-O0038)

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (https://www.sam.gov) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.

(a) Definitions. As used in this provision-

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

(b) Unique entity identifier (UEI).

(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) Taxpayer identification. The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:

(1) Taxpayer identification number (TIN)

[ ] TIN: ____;

[ ] TIN has been applied for; or

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government; or

[ ] Offeror is an agency or instrumentality of the Federal Government.

(2) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4; or

[ ] Other.

(3) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or

[ ] Name and TIN of common parent:

Name: ____

TIN: ____

(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S. C. 7701(c)(3)).

(d) Commercial and Government Entity (CAGE) code.

(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…

Located in the United States or its outlying areas Submit a request to the DLA CAGE Branch via https://cage.dla.mil

Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)

Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for-

(i) Its immediate owner(s), if any;

(ii) Its highest-level owner, if any; and

(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

Owner Type	CAGE Code	Legal Business Name
Immediate owner	____	____
Highest-level owner	____	____
Predecessor*	____	____

* Predecessor CAGE code may be marked "Unknown."

(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

52.219-28	Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02

Alternate I (Feb 2026) (Deviation 2026-O0038). As prescribed in 19.101(a)(2)(iii)(B), substitute the following paragraph (g)(1) for paragraph (g)(1) of the basic clause:

(g)(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

NAICS Code	**Small business concern (yes/no)**
237310	____
____	____
____	____

52.225-9	Buy American-Construction Materials. (Alternate I)	2026-02	Alternate I	2022-10

Alternate I (Oct 2022). As prescribed in 25.602(a)(3) substitute the following sentence for the first sentence in paragraph (1)(ii)(A) of the definition of "domestic construction material" in paragraph (a):

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60__ percent of the cost of all its components.

52.227-4	Patent Indemnity-Construction Contracts. (Alternate I)	2007-12	Alternate I	2007-12

Alternate I (Dec 2007). As prescribed in 27.201-2 (d)(2), designate the first paragraph of the basic clause as paragraph (a) and add the following paragraph (b) to the basic clause:

(b) This patent indemnification shall not apply to the following items: _____[Contracting Officer list the items to be excluded.]

Section 00 72 00 - General Conditions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	2026-02		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
52.204-91	Contractor Identification. (Deviation 2026-O0038)	2026-02		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred,	2026-02		

	Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02
52.211-13	Time Extensions.	2000-09
52.214-18	Preparation of Bids-Construction.	1984-04
52.214-19	Contract Award-Sealed Bidding-Construction.	1996-08
52.214-29	Order of Precedence-Sealed Bidding.	1986-01
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.222-6	Construction Wage Rate Requirements. (Deviation 2026-O0038)	2026-02
52.222-8	Payrolls and Basic Records. (Deviation 2026-O0038)	2026-02
52.222-9	Apprentices and Trainees. (Deviation 2026-O0038)	2026-02
52.222-10	Compliance with Copeland Act Requirements. (Deviation 2026-O0038)	2026-02
52.222-11	Subcontracts (Labor Standards). (Deviation 2026-O0038)	2026-02

52.222-12	Contract Termination-Debarment.	2014-05
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	2014-05
52.222-14	Disputes Concerning Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-15	Certification of Eligibility.	2014-05
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors.	2026-04

	(Deviation 2026-O0040, Revision 1)	
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.226-7	Drug-Free Workplace.	2024-05
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.227-1	Authorization and Consent.	2020-06
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	2020-06
52.228-2	Additional Bond Security.	1997-10
52.228-11	Individual Surety-Pledge of Assets.	2021-02
52.228-14	Irrevocable Letter of Credit.	2014-11
52.228-15	Performance and Payment Bonds-Construction.	2020-06
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee).	2021-02
52.232-8	Discounts for Prompt Payment.	2002-02
52.232-15	Progress Payments Not Included.	1984-04
52.232-23	Assignment of Claims.	2014-05

52.232-27	Prompt Payment for Construction Contracts.	2017-01
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02
52.236-6	Superintendence by the Contractor. (Deviation 2026-O0038)	2026-02
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02
52.242-14	Suspension of Work.	1984-04
52.243-5	Changes and Changed Conditions. (Deviation 2026-O0038)	2026-02

52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.246-12	Inspection of Construction.	1996-08		
52.246-13	Inspection-Dismantling, Demolition, or Removal of Improvements.	1996-08		
52.246-21	Warranty of Construction.	1994-03		
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	1984-04		
52.249-2	Termination for Convenience of the Government (Fixed-Price). (Alternate I)	2012-04	Alternate I	1996-09

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7003	Control of Government	1992-04		

	Personnel Work Product.	
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7041	Correspondence in English.	1997-06
252.225-7048	Export-Controlled Items.	2013-06
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7004	DoD Progress Payment Rates.	2014-10
252.232-7008	Assignment of Claims (Overseas).	1997-06
252.232-7010	Levies on Contract Payments.	2006-12
252.236-7000	Modification Proposals--Price Breakdown.	1991-12
252.236-7007	Additive or Deductive Items.	1991-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	2023-11
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	2010-10
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.211-12	Liquidated Damages-Construction.	2000-09		

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $1,045.10 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.222-42	Statement of Equivalent Rates for Federal Hires.	2014-05

Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of clause)

52.228-13 Alternative Payment Protections. 2000-07

Alternative Payment Protections (July 2000)

(a) The Contractor shall submit one of the following payment protections:

Payment bond_____

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 10 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.232-5 Payments under Fixed-Price Construction Contracts. 2014-05

Payments under Fixed-Price Construction Contracts (May 2014)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that-

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

____ (Name)

____ (Title)

____ (Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting

Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after-

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of1940 (31 U.S.C.3727 and 41 U.S.C. 6305).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract

actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under paragraph (d)(2) of this clause shall be-

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

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):

www.acquisition.gov

(End of clause)

52.252-4	Alterations in Contract.	1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

____NONE ____ ____

(End of clause)

52.252-6 Authorized Deviations in Clauses. 2020-11

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 Federal Acquisition Regulation (48 CFR __2__) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.236-7001	Contract Drawings and Specifications.	2000-08		

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.
DPW066975P-DYER STREET SIDEWALK INSTALLATION_FINAL (1)	____	____
Photos DPW066975P Install Sidewalk Along Dyer	____	____
____	____	____
____	____	____
____	____	____

(End of clause)

Section 00 73 00 - Supplementary Conditions

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: SEE SOLICITATION DoDAAC: W91VB1 CountryCode: USA W6CJ USAG WHITE SANDS BLDG 1870 ABERDEEN, WHITE SANDS NM 88002-5000 WHITE SANDS, NM 88002-5000 UNITED STATES

Overall Contract Delivery Period

0001	**Partial Delivery Schedule** Delivery Period From 17 Aug 2026 to 18 Nov 2026 1 Job **Quantity** 1 Job **Address and POC** Service Performance Site DoDAAC: W91VB1 CountryCode: USA W6CJ USAG WHITE SANDS BLDG 1870 ABERDEEN, WHITE SANDS NM 88002-5000 WHITE SANDS, NM 88002-5000 UNITED STATES **Period of Performance**

	From 17 Aug 2026 To 18 Nov 2026

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	1989-08		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7006	Billing Instructions-Cost Vouchers	2023-05		

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01		

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 Work Flow (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.

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

Construction Invoice

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

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

(v) For commercial 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.

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W911SG
Admin DoDAAC	W911SG
Inspect By DoDAAC	____

Ship To Code	———
Ship From Code	———
Mark For Code	———
Service Approver (DoDAAC)	W91VB1
Service Acceptor (DoDAAC)	W91VB1
Accept at Other DoDAAC	———
LPO DoDAAC	———
DCAA Auditor DoDAAC	———
Other DoDAAC(s)	———

(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.

WAWF Acceptor:

James W. Gore, james.w.gore4.civ@army.mil

Contract Specialist: SSG Dwyane Truly, dwyane.l.truly.mil@army.mil

Contracting Officer: SFC Shawn Munro, shawn.t.munro.mil@army.mil

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

(End of clause)

Section 01 00 00 - General Requirements

"General Decision Number: NM20260035 01/02/2026

Superseded General Decision Number: NM20250035 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).

Modification Number Publication Date

0 01/02/2026

ELEC0611-003 07/01/2014

Rates Fringes

ELECTRICIAN (Boom Operator).....$ 29.79 12.74

TEAM0492-003 04/01/2025

SAN JUAN

Rates Fringes

TRUCK DRIVER (Dump).....$ 21.70 9.65

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

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.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to

all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking.

Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were

awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or

extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded.

If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and

worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates

in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH

indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03 /2024. SA

reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination

b) an existing published wage determination

c) an initial WHD letter setting forth a position on a wage determination matter

d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W. Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial

decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be

submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can

be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION

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*** END OF NARRATIVE ***

Requirements

Project Title: Install Sidewalk Along Dyer, Aberdeen to MLK PROJECT LOCATION: WHITE SANDS MISSILE RANGE, NM