SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. W912L6-17-B-0009	2. TYPE OF SOLICITATION [X] SEALED BID (IFB) [ ] NEGOTIATED *(RFP)*	3. DATE ISSUED 08-Aug-2017	PAGE OF PAGES 1 OF 74

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. F9L3CE7166AW02	6. PROJECT NO. XHZG201700937

7. ISSUED BY CODE W912L6	8. ADDRESS OFFER TO *(If Other Than Item 7)* CODE
138 CONTRACTING FLIGHT (MSG/MSC) 9100 E 46TH ST NORTH: ATTN: SMSGT AMANDA LO TULSA OK 74115-1632 TEL: 918-833-7305 FAX:	**See Item 7** TEL: FAX:

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code)* *(NO COLLECT CALLS)*
	DAVID A. HUGUELEY	(918) 833-7118

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 no., date):*

REPAIR HANGAR FIRE PROTECTION SYSTEMS

Oklahoma Air National Guard – Tulsa, OK is seeking the repair of fire protection systems for multiple hangars at the Tulsa Air National Guard Base. This solicitation HangarFireProtectionRepair is100% set aside for small business IAW DFARS 219.502-2(a)(i) If no acceptable offer from a small business concern is received, the small business set-aside shall be withdrawn and the requirement, if still valid, may be made on the basis of full and open competition considering all offers submitted by responsible business concerns, to include large businesses. If there is an after hour point of contact, please include in quote. The North American Industry Classification System (NAICS) code is 238220 and the small business size standard is $15.0M. The Disclosure of Magnitude for this project is between $25,000 and $100,000 IAW FAR 36.204(b).

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 [X] mandatory, [ ] negotiable. *(See* FAR 52.211-10 *.)*

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 09:00 AM *(hour)* local time 06 Sep 2017 *(date).* If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee [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 26 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER ***(Must be fully completed by offeror)***

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14)* **See 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 requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES

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 NO.										
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 ☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)
26. ADMINISTERED BY CODE		27. PAYMENT WILL BE MADE BY: CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 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, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 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)* TEL: EMAIL:
30B. SIGNATURE / 30C. DATE	31B. UNITED STATES OF AMERICA BY / 31C. AWARD DATE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Each		

REPAIR FIRE SUPPRESSION IN HANGARS
FFP
REPAIR FIRE SUPPRESSION IN HANGARS 304,330, AND 501
FOB: Destination
PURCHASE REQUEST NUMBER: F9L3CE7166AW02
SIGNAL CODE: A

NET AMT

DBA WAGE DETERMINATION

General Decision Number: OK170053 07/21/2017 OK53

Superseded General Decision Number: OK20160053

State: Oklahoma

Construction Type: Building
Building Construction -does not include residential construction consisting of single family homes and apartments up to and including 4 stories. (Including building projects on industrial sites and treatment plants)

County: Tulsa County in Oklahoma.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017
2	06/02/2017
3	07/21/2017

BROK0005-004 06/01/2016

	Rates	Fringes
BRICKLAYER	$ 23.34	9.01

ELEC0584-006 05/29/2017

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms and Sound and Communication Systems)	$ 29.73	7%+9.50

ELEV0083-003 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC	$ 38.25	31.585+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0627-020 06/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Group 1	$ 28.05	12.58
Group 2	$ 26.35	12.58
Group 3	$ 25.80	12.58
Group 4	$ 25.05	12.58
Group 8	$ 22.10	12.58
Group10	$ 21.10	12.58

POWER EQUIPMENT OPERATOR

GROUP 1: All Crane Type Equipment 200 ton and larger and including 400 ton capacity cranes. All Tower Cranes.

GROUP 2: All Crane Type Equipment 100 ton capacity and larger cranes, and less than 200 ton capacity.

GROUP 3: All Crane Type Equipment 50 ton capacity and larger cranes, and less than 100 ton capacity. Crane Equipment (as rated by mfg.) 3 cu. yd. and over Guy derrick Whirley Power Driven Hole Digger (with 30' and longer mast).

GROUP 4: CRANES with Boom Incl. Jib less than 100 ft and less than 3 cu. Yd.; Overhead Monorail Crane

GROUP 8: FORK-LIFT

GROUP 10:OILER; SEMI-TRAILER TRUCK DRIVER

IRON0584-025 06/01/2015

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing and Structural)	$ 24.00	13.53

PLUM0430-010 07/01/2016

	Rates	Fringes
PLUMBER (Excludes HVAC Pipe and Unit Installation)	$ 30.75	13.13

PLUM0430-019 07/01/2016

	Rates	Fringes
HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct)	$ 30.75	13.13

PLUM0430-020 07/01/2016

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation, excluding HVAC Unit Installation)	$ 30.75	13.13

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* ROOF0143-001 06/01/2017

	Rates	Fringes
ROOFER	$ 21.05	7.62

SHEE0270-006 06/01/2012

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 30.56	11.52

SUOK2012-033 07/30/2012

	Rates	Fringes
CARPENTER (Drywall Hanging Only)	$ 15.08	1.21
CARPENTER, Excludes Drywall Hanging, and Form Work	$ 14.96	1.55
CAULKER	$ 20.00	1.61
CEMENT MASON/CONCRETE FINISHER	$ 13.72	1.27
DRYWALL FINISHER/TAPER	$ 13.00	0.00
ELECTRICIAN (Alarm Installation)	$ 19.48	3.34

ELECTRICIAN (Low Voltage Wiring)	$ 20.65	3.06
ELECTRICIAN (Sound and Communications Systems Installation)	$ 21.11	2.47
FORM WORKER	$ 12.69	0.38
LABORER: Common or General	$ 12.44	2.71
LABORER: Mason Tender - Brick	$ 12.43	0.00
LABORER: Mason Tender - Cement/Concrete	$ 13.00	1.91
LABORER: Pipelayer	$ 12.39	0.00
OPERATOR: Asphalt Paver	$ 16.25	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 16.96	4.22
OPERATOR: Bulldozer	$ 21.07	2.48
OPERATOR: Grader/Blade	$ 14.28	1.70
OPERATOR: Loader (Front End)	$ 16.18	0.00
PAINTER: Brush, Roller and Spray, Excludes Drywall Finishing/Taping	$ 12.22	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 22.11	4.93
SPRINKLER FITTER (Fire Sprinklers)	$ 21.86	1.19
TRUCK DRIVER: Dump and Flatbed Truck	$ 11.00	0.00

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 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) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

LOCAL ENVIRONMENTAL REGULATION

SECTION– EMS ENVIRONMENTAL PROTECTION

PART 1 – GENERAL

1. SCOPE OF WORK

1.1. The work covered by this section concerns the furnishing all labor, materials, and equipment required for the prevention of environmental degradation during, and as a result of, construction operations under this contract.

1.2. For the purpose of this specification, environmental pollution is defined as "the presence of chemical, physical, or biological elements or agents, not naturally occurring at the site, which adversely affect human health or welfare; unfavorable alter ecological balances important to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic and recreational purposes."

1.3. The control of environmental pollution by this Project Contractor requires consideration of air, water, and land and involves noise control, solid waste management and management of radiant energy and radioactive materials, as well as other pollutants.

1.4. This section also requires the protection of cultural and historic resources.

1.5. The provisions listed herein are incorporated by reference to all construction projects and are in addition to the general environmental, safety, and occupational health clauses of the Federal Acquisition Regulations (FAR). References to "EM" identify the Wing's Environmental Manager.

1.6. Contact the Contracting Officer's Representative, concerning the content of these requirements.

2. Base Environmental Commitment Statement Visa Vie Contractor Responsibilities

2.1. Environmental Policy Statement and Environmental Management System (EMS)

2.1.1. The Wing commander's environmental policy applies to everyone working at the 138th Fighter Wing including designers and contractors.

2.1.2. The Wing's Environmental Management System is a continuous process designed to identify, prioritize, manage, and check progress towards meeting the Wing's organizational and environmental goals, minimizing environmental risk, and identifying areas for continual improvement.

2.1.3. The environmental policy statement and EMS will be briefed at all pre-construction meetings.

2.1.4. A copy of the 138th FW's Environmental Policy Statement will be provided by contracting officer.

3. Contractor's General Environmental Compliance Obligation

3.1. Contractor and any subcontractor, agent or representative shall comply with all applicable Federal, State, and local laws and regulations providing for environmental protection and pollution control and abatement including but not limited to the following:

3.1.1. Clean Air Act (CAA);
3.1.2. Clean Water Act (CWA);
3.1.3. Resource Conservation and Recovery Act (RCRA);
3.1.4. Comprehensive Environmental Response, Compensation and Liability Act (CERCLA);
3.1.5. Toxic Substances Control Act (TSCA);
3.1.6. Federal Insecticide Fungicide and Rodenticide Act (FIFRA);
3.1.7. Coastal Zone Management Act (CZMA);
3.1.8. Endangered Species Act (ESA);
3.1.9. National Historic Preservation Act (NHPA);
3.1.10. Safe Drinking Water Act (SDWA);
3.1.11. National Pollutant Discharge Elimination System (NPDES)
3.1.12. Emergency Planning and Community Right-to-Know Act (EPCRA);
3.1.13. Oil Pollution Act (OPA) and;
3.1.14. Pollution Prevention Act (PPA).

3.2. Contractor is responsible for determining where such laws and regulations apply, although Contractor may request assistance from the CRO in delineating applicable environmental laws and regulations. Contractor has an independent responsibility to make its own determination and to do so in a timely fashion.

3.3. Hazardous Material Spills: Spills shall be immediately contained, if possible, and reported to the COR. The COR will advise Base Civil Engineer (BCE) and Environmental Manager (CEV) for Tulsa IAP (hereafter referred to as the "Base" or Tulsa IAP) and the Contracting Officer. Spills shall be conducted according to the Base Spill Response RED PLAN (Provided at the Pre-Construction Conference).

3.4. Contractor shall not discharge anything into the Base's sanitary sewer or storm water systems without coordination and approval from COR who will coordinate with the Base Civil Engineer and Base Environmental Manager.

3.5. The Base Civil Engineer and Base Environmental Manager may conduct inspections without notice at on-base work sites to ensure environmental compliance. Any items of non-compliance will be reported to the Contracting Officer for action.

4. CONTACTS WITH ENVIRONMENTAL REGULATORY OFFICIALS

4.1. Contractor shall, through the Contracting Officer, immediately advise the installation environmental management function of the content of all contact with federal, state or local environmental regulators, before during and after the performance of this contract concerning the performance of this contract.

5. CONTRACTOR'S LIABILITY FOR ENVIRONMENTAL DAMAGES

5.1. Contractor agrees to hold harmless and indemnify the Air Force for any and all damages of any kind resulting from environmental violations by Contractor, Contractor's employees, or agents or subcontractors.

5.1.1. Damages include, but are not limited to, personal injury, property damage (including diminution of value), or death, environmental restoration and response costs, natural resource damages, expert witness and attorney's fees.

5.1.2. Reimbursement of any and all expenses incurred to obtain permits as a result of Contractor's failure to identify or obtain permits shall be borne by the Contractor.

5.2. FINES OR PENALTIES FOR ENVIRONMENTAL NON-COMPLIANCE

5.2.1. Contractor shall be responsible for paying any fines or penalties assessed against the Air Force for environmental violations resulting from acts or omissions of Contractor or its employees, subcontractors, or agents.

5.2.1.1. This obligation is in addition to any fines or penalties that may be assessed against Contractor for the same conduct.

5.2.1.2. Contractor may either reimburse these fines or penalties through the Contracting Officer, or with the consent of the Base Civil Engineer, conveyed through the Contracting Officer, Contractor may pay such fines or penalties directly to the regulatory agency or agencies concerned.

5.3. WASTE DISPOSAL FOR CONTRACTS TO BE PERFORMED ON GOVERNMENT FACILITIES

5.3.1. Hazardous Waste Generation, Handling and Disposal: Work under this contract is to be performed on a government facility. According to rules and procedures of the United States Environmental Protection Agency (EPA), a federal facility is required to have a generator identification number under the Resource Conservation and Recovery Act (RCRA) and to be responsible for hazardous wastes (as defined under RCRA) produced, managed, stored, disposed on or transported from the facility.

5.3.1.1. Contractor will, to the greatest extent practicable, use materials, processes and techniques that will avoid the creation of hazardous waste.

5.3.1.2. The Department of Defense (DOD) Solid Waste Measure of Merit (MoM) requires the Air Force to report all solid waste that is disposed in landfills, and, also diverted from landfills through reuse or recycling. Of the inevitable waste that is generated, as many of the waste materials as is economically feasible shall be reused, salvaged or recycled and reported to the base environmental manager as required. Waste disposal in landfills shall be minimized, these waste will be recorded and submitted as required to the base environmental manager.

5.3.1.3. With regard to this directive, the Contractor shall develop a written Waste Management Plan for this Project prior to the generation of hazardous materials and hazardous waste resulting from demolition and new construction. This plan, including disposal policies, shall be reviewed and approved by both the Contracting Officer and the Base Civil Engineer before such activities begin.

5.3.1.4. Contractor shall follow this plan once it has been approved by the Contracting Officer. Contractor shall coordinate all planned activities

regarding hazardous materials and hazardous waste with the Base Civil Engineer office through the Contracting Officer.

5.3.1.5. Under no circumstances will the Contractor bring hazardous waste onto the facility.

5.4. Waste Management Plan:

5.4.1. Draft of Plan: Within FIFTEEN (15) CALANDAR DAYS after receipt of the Notice to Proceed, or prior to a waste removal, whichever occurs first, the Contractor shall submit to the Contracting Officer a draft of the Waste Management Plan for review by the Base Environmental Manager. This draft plan shall contain the following:

5.4.1.1. Analysis of the jobsite waste that is anticipated to be generated, including types of materials and their quantities; A manifest will be generated for each load off base, an electronic copy shall be provided to the CRO and approved and signed by the base CEV for approval prior to its departure from the base. This will carry forward until the end of the job.

5.4.1.2. The name of the landfill(s) where trash will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all Project waste in the landfill(s).

5.4.1.3. Alternates to Landfilling: Contractor to provide a list of each material proposed to be salvaged, reused or recycled during the course of the Project, the probable local market for each material, and the projected net cost savings or additional costs resulting from separating and recycling, versus landing, of each material.

5.4.1.3.1. "Net" means that the materials listed below have been subtracted from the cost of separating and recycling, including revenues from the sale of recycle or salvaged materials and landfill tipping fees saved due to diversion of materials from the landfill.

5.4.1.4. Materials Effected: The list of materials is to include, at a minimum, the following items:

- Aluminum;
- Asphalt;
- Beverage containers;
- Brass;
- Bricks;
- Bronze;
- Cardboard;
- Clean dimensional lumber;
- Concrete;
- Concrete masonry units (CMU);
- Copper;
- Galvanized sheet metal;
- Land clearing debris;
- Lead;
- Metals from banding, stud trim, ductwork, piping, reinforcing rods, roofing, other trim, steel, iron;
- Stainless steel; and
- Zinc;

5.4.1.5. Final Waste Management Plan: Once the Contracting Officer has determined which of the recycling options listed in the draft Waste Management Plan are acceptable, the Contractor shall submit, within TEN (10) CALANDAR DAYS, a Final Waste Management Plan. The Waste Management Plan shall be implemented in the following fashion:

5.4.1.5.1. Manager: Contractor shall designate an on-site party or parties to be responsible for instructing workers, and overseeing and documenting results of the Waste Management Plan.

5.4.1.5.2. Distribution: Contractor shall distribute copies of the Waste Management Plan to the Job Site foreman, each Subcontractor, the Contracting Officer and the Contracting Officer's Representative

5.4.1.5.3. Instruction: Contractor shall provide on-site training on appropriate separation, handling and recycling procedures, as well as instruction on salvage, reuse and return of materials to be used by all parties at appropriate stages of the Project.

5.4.1.5.4. Separation Facilities: Contractor shall lay out and label a specific area of the job-site to facilitate separation of materials for potential recycling, salvage, reuse or return. Recycling and waste bin areas are to be kept clean and clearly marked as to contents in order to avoid contamination of materials.

5.4.1.5.5. Hazardous Materials: Such materials shall be separated, stored and legally disposed of according to local regulations.

5.4.1.5.6. Documentation of Compliance: Contractor shall submit with each Application for Progress Payment a Summary of Waste Generated by the Project. Failure to submit this information shall render the Application for Payment incomplete and shall delay Progress Payments. The Summary shall be submitted on a form ascertainable to the contracting Officer, and shall contain the following information:

5.4.1.5.6.1. The amount in tons or cubic yards of material land filled from the Project, the identity of the landfill(s), the total amount of tipping fees paid at the landfill(s), and total disposal costs; include manifests, weight tickets, receipts and invoices.

5.4.1.5.6.2. For each material recycled, reused or salvaged from the Project, the amount in tons or cubic yards, the date removed for the Job Site, the receiving party, the transportation costs, the amount of any money paid or received for the recycled or salvaged materials, and the net cost or savings of salvage or recycling each material. Attach manifests, weight tickets, receipts and invoices. Failure to submit this information

5.4.1.5.7. Contractor shall follow this Plan without deviation once Contracting Officer has approved it. Such wastes will not be created until the Waste Management Plan has been approved by the Contracting Officer.

PART 2 – PERMITS FOR CONSTRUCTION WORK ON A GOVERNMENT INSTALLATION

6. GENERAL: CONSTRUCTION, EXCAVATION, MODIFICATION, RENOVATION, DEMOLITION, INSTALLATION, OR OTHER ALTERATION OF BUILDING STRUCTURES, EQUIPMENT, INSTALLATIONS, REAL PROPERTY, OR SYSTEMS ON A GOVERNMENT INSTALLATION

6.1. General: Activities such as excavation, demolition, building modification or renovation, equipment installation or other alteration of building structures, equipment, real estate or systems require permits to allow that work to occur. Required environmental permits include (but are not limited to):

6.1.1. Air Program

6.1.1.1. Permit-by-rule notification for emergency generators over 50 BHP

6.1.1.2. Permit-by-rule notification for boilers/furnaces over 10 MMBTU per hour

6.1.1.3. Permit-to-install/permit-to-operate for spray paint booths fugitive emissions sources, etc.

6.1.2. Sanitary Sewage

6.1.2.1. PTI/PTO for new sanitary sewage service connections, lift stations; a PTI/PTO is typically not required for interior renovation where a new service connection is not installed

6.1.3. Storm Water

6.1.3.1. Notice of Intent (NOI) for construction storm water discharge

6.1.4. Wetlands

6.1.4.1. Wetlands 401/404 permits

6.1.4.1.1. Contractor shall, after consultation as with the Base Civil Engineer, identify all Federal, State or Local permit requirements under all applicable environmental laws and regulations. Contractor shall then prepare and submit in draft all applicable permit applications and all supporting data to the Contracting Officer, who will submit these documents to the Base Civil Engineer. No project site work shall start until all required environmental permits have been submitted to, and approved by, the appropriate regulatory agency. All permits will be managed as part of the construction contract. Applications for permits that must be submitted by Contractor will be returned to Contractor after review.

7. COMPLIANCE WITH EXISTING INSTALLATION-HELD PERMITS

7.1. Contractor shall provide the Contracting Officer with notice of any activities it plans to undertake which may require the Base Civil Engineer to perform any action regarding these permits such as requesting a permit modification or reporting of required information.

7.2. Contractor will provide such notice as far in advance of planned activity as is practicable.

8. Demolition Work

8.1. **Contractor** will divert recyclable construction debris to the maximum extent possible.

8.2. **Contractor** will coordinate with EM prior to any hazardous waste (HW) or universal waste (UW) disposal actions; EM will be present anytime HW or UW is removed from the installation and will sign the manifest documents as the "generator". Contractor will provide copies of all disposal documents and manifests.

8.3. **Contractor** will pay for containerization (drums, boxes, tubes, etc.) and disposal of all HW or UW items generated as part of the project, to include demolition.

8.4. **Contractor** will treat and dispose of all lighting lamps removed from facilities for disposal as universal waste. Lamps include fluorescent tubes, mercury, high pressure sodium, etc. Lamps will be collected in appropriately labeled cardboard tubes or boxes. Lamps will not be disposed of in Contractor dumpsters.

8.5. **Contractor** will verify that small capacitors (lighting ballasts weighing less than 3 lbs) are PCB-free prior to disposal. Small capacitors that do not have a "PCB-Free" statement will be treated as "PCB-contaminated waste" and collected and disposed of accordingly. Non-PCB small capacitors will be disposed of at the Contractor's discretion.

8.6. **Contractor** will treat and dispose of mercury switches, thermostats, etc. as universal waste; mercury-containing items will be collected in appropriately labeled boxes, drums, or other approved DoT containers. Mercury-containing items will not be disposed of in Contractor dumpsters.

8.7. When feasible, **Contractor** will work with EM to recycle recoverable materials (scrap metal). Any materials not recycled by EM will be the responsibility of the contractor to recycle or otherwise dispose of.

8.8. **Contractor** shall track off-site diversion and disposal of demolition debris. At the end of the project, EM will be provided with the following:

8.8.1. Tons of demolition debris diverted (materials recycled or otherwise re-used)

8.8.2. Tons of demolition debris disposed of by landfill or other means

9. PART 2 - MATERIALS

9.1. RECYCLED MATERIALS: Materials used in this contract shall be, to the greatest extent practicable and consistent with financial prudence, made of recycled materials or with materials that are recyclable.

9.2. ASBESTOS: **No asbestos containing materials for any project shall be brought onto the Base**. Should this be discovered, the Contractor shall be solely responsible for all and any cost associated with the removal and subsequent corrective measures taken to correct the mishap.

9.2.1.1. Removal of asbestos material will be included in the project as required.

9.2.2. The 138th Base Asbestos Management Plan has identified known ACM on the installation. During the Investigative survey there were 14 buildings suspected to contain ACM. Thru testing this was narrowed to 4 facilities. Known ACM on the installation includes:

9.2.2.1. Facility 311-Thermal wrap on Domestic Cold Water Lines

9.2.2.2. Facility 401-Thermal wrap on Domestic Cold Water Lines

9.2.2.3. Facility 402- Thermal wrap on Domestic Cold Water Lines in walls North end of facility.

9.2.2.4. Facility 501- Thermal wrap on Hot Water Return Fittings and *Transite* wall board.

9.2.3. As the survey was of a Non-Destructive nature, such things as walls were not penetrated to determine whether or not there are hidden ACM. In addition, due to the type of destructive sampling required to sample roofing materials, there was not testing completed on the roofing systems. Therefore if the above areas are involved in major renovations or demolitions additional sampling for the presence of ACM may be required.

9.2.4. The following structures were constructed before 1980 and have the potential of containing lead in any painted surface including structural metals, wood and wood trim, and wallboard: Building 301, 302, 304, 313, 314, 320, 401, 402, 403, 406, 407, 410, & 501

9.2.5. Additional information is available in the "Asbestos Management Plan" for Tulsa IAP published by the Air National Guard, Civil Engineering Services Center, Minot, North Dakota. Copies of this report can be obtained through the Civil Engineering Operations function.

9.2.5.1. This report is part of the Bidding Documents if required.

9.2.5.2. Asbestos abatement work shall also comply with the Oklahoma Asbestos Control Act (Title 40 § 450-456 Abatement of Friable Asbestos Materials Rules 380:50-1-1 through 380:50-29-1).

9.2.5.3. Oklahoma Department of Labor, Asbestos Division – (888) 269-5353, (405) 521-6467

9.3. POLYCHLORINATED BIPHENYL'S (PCBS) **PCBs will not be used or included in the new construction portion of this project.**

9.4. LEAD-BASED PAINT:

9.4.1. **No lead based paint containing materials for any project shall be brought onto the Base**. Should this be discovered, the Contractor shall be solely responsible for all and any cost associated with the removal and subsequent corrective measures taken to correct the mishap. The following structures were constructed before 1980 and have the potential of containing lead in any painted surface including structural metals, wood and wood trim, and wallboard: Bldg 301, 302, 304, 313, 314, 320, 401, 402, 403, 406, 407, 410, & 501

9.4.2. If the presence of lead-based paint is encountered during the building demolition or renovation portion of this project, communicate with the Contracting Officer's Representative and Base Environmental Officer. A subsequent change order upon confirmation will be submitted to the Contracting Officer. Related lead-based paint management procedures will be performed in accordance with applicable regulations, including, but not limited to, those established by the following agencies and governmental acts:

9.4.2.1. Oklahoma Department of Environmental Quality, Air Quality Division, Lead-Based Paint/Work Practice Standards, (405) 702-4100.

9.4.2.2. Section V, Chapter 3 of the Technical Manual of the Occupational Safety and Health Administration (OSHA), dealing with controlling lead exposures in the construction Industry, in regards to engineering and work practice controls.

9.4.2.2.1. National Environmental Policy Act (NEPA).

9.5. OZONE-DEPLETING SUBSTANCES:

9.5.1. "Class I substance," as used in this clause means any substance designated as class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halos; carbon tetrachloride and methyl chloroform.

9.5.2. "Class II substance," as used in this clauses means any substance designated as class II by EPA (40 CFR Part 82), including but not limited to hydro-chlorofluorocarbons.

9.5.3. As required by 42 USC 7671j(b), (g) and (d) and 40 CFR Part 82, Subpart E. Contractor shall label products which contain Class I or Class II ozone-depleting substances or are manufactured with a process that uses Class I or Class II ozone-depleting substances, or containers of Class I or Class II ozone-depleting substances as follows:

9.5.3.1. "WARNING: Contains (or manufactured with, if applicable). _____ * _____ (a) substance(s) which harm(s) public health and the environment by destroying ozone in the upper atmosphere." *Contractor shall insert the name of the substance(s).

9.5.3.2. <u>"Contractor shall ensure no Class I or Class II ozone-depleting substances are used on Tulsa IAP without prior approval of the Base Civil Engineer.</u>

9.5.3.3. ""Contractor shall comply with the applicable requirement of Sections 608 and 609 of the Clean Air Act (42 IS 7671g, National Recycling and Emission Reduction Program and 7671h. Servicing of Motor Vehicle Air Conditioners) as each or both apply to the contract.""

9.6. PESTICIDES

9.6.1. Except as may be specified elsewhere in this contract, Contractor will not apply any pesticides such as herbicides (weed-killers), insecticides, or rodenticides, without the specific written prior approval of the Base Civil Engineer. When approved, all applications shall conform and reports shall be submitted to the base pest control manager upon his direction.

10. HAZARDOUS MATERIALS MANAGEMENT

10.1. **All hazardous materials used on-site by the Contractor are subject to government review and tracking.** For each hazardous material to be used on site, the **Contractor** will provide the following as part of the normal project material submittal and approval process:

10.1.1. A current Safety data Sheet (SDS) for each item proposed for use.

10.1.2. A completed "Hazmat Authorization for Contractors" form. This form requires the following information for <u>each</u> hazmat item:

10.1.2.1. Material to be used

10.1.2.2. Manufacturer and stock/part number

10.1.2.3. Material unit if issue (5 gallon bucket, 55-gallon drum, etc)

10.1.2.4. Quantity of material to be used

10.1.2.5. Frequency of use (i.e. one-time for one day, or daily for the duration of the project)

10.1.2.6. Location of use

10.1.2.7. Brief description of use (process use)

10.1.2.8. Storage location

10.1.2.9. Intended disposal

10.1.3. Environmental, Safety, and Occupational Health (ESOH) Offices will review for general conformity with AF/ANG goals only. Material reviews are intended to identify hazardous materials for regulatory reporting under the Emergency Planning and Community Right-to-Know Act (EPCRA) and to ensure the health and safety of government employees. Reviews are not evaluation or approval of the contractor's environmental, health, and safety program nor an indication that the material meets the intent of the project plans and specifications. ESOH offices will request product substitutions through the Contracting Officer, as needed.

10.1.4. **Contractor** will not deliver, store, or use any hazardous material on the installation until it has been reviewed by the ESOH offices.

10.1.5. At project close-out, **Contractor** shall provide a final list of all hazardous materials used on site using the "Contractor Hazmat Use Summary" form.

11. PART 3 – EXECUTION

11.1. PROTECTION OF WATER RESOURCES

11.1.1. General: Contractor shall not pollute storm drainage ways, streams, lakes or reservoirs with fuels, oils, bitumen, calcium chloride, acids, construction wastes or other harmful materials. It is the responsibility of Contractor to investigate and comply with all applicable federal, state and municipal regulations.

11.1.1.1. Contractor shall take particular care to prevent chemical, fuels, oils, greases, bituminous materials, waste washings, herbicides, cement and surface drainage from entering public waters.

11.1.1.2. Waste and Curing Water: Water used in aggregate processing, concrete curing, foundation and concrete lift clean-up and other waste water shall not be allowed to enter the storm drainage system. These materials shall be placed in a secure wash out area suitable for removal at the end of the job.

11.1.1.2.1. In the event of a spill the Base Fire Department and Environmental Office shall be notified immediately. Subsequent communication shall be accomplished to the Contracting Officer's Representative who will notify the Contracting Officer of the mishap.

11.1.2. **Contractor** will provide secondary containment of any temporary drums or tanks used during the construction process (ex. Lubricating oil, gasoline and diesel skid tanks, etc.)

11.1.3. If the **contractor** has contractor-owned containers totaling 1320 gallons or more (calculated as either the capacity of a single large tank or multiple smaller tanks), the contractor shall be required to develop a site-specific Spill Prevention, Control & Countermeasures (SPCC) plans in accordance with the provisions of 40 CFR 112.

11.1.4. **Contractor** will provide materials, supplies, and equipment to respond to spills and leaks caused by contractor personnel. The contractor will promptly and properly remediate accidental spills and leaks.

11.1.5. **Contractor** will replace in-kind any Government-owned spill response materials and supplies used to mitigate a contractor spill.

11.2. SECONDARY CONTAINMENT STRUCTURES AND STORAGE TANK PROJECTS

11.2.1. Provide technical amendment to the base SPCC plan certified by a Oklahoma Licensed Professional Engineer for tank installation, maintenance or repair that meets the definition of "technical change" in accordance with 40 CFR Part 112 within 30 days of completion of project.

11.2.2. If a double-walled, above-ground storage tank is specified for secondary containment, **Contractor** will insure that all drains and plugs are clearly labeled (i.e. drains for the primary vessel, interstitial space, etc.). The drain for the interstitial space will be provided with a manual, lockable globe valve so this space can be periodically checked for fluids. The tank will be clearly labeled with the contents, capacity, appropriate safety and fire labels, and emergency contact numbers.

11.2.3. Prepare and obtain state or local agencies a notice of intent, when required, to install a tank before starting construction. A copy of all regulatory documentation will be provided to the contracting officer to forward to the environmental manager.

11.2.4. Obtain proper notification and certification forms including necessary construction and operating permits from the appropriate regulatory agency.

11.2.5. Use qualified personnel licensed by state agencies to perform repairs on all USTs if required by state regulations and authorized inspectors to certify repairs were performed on ASTs.

11.2.6. Ensure certified strapping charts are provided for all procured tanks IAW UFC 460-01, Chapter 8.

11.2.7. Repair petroleum storage and dispensing systems including appurtenances IAW all federal, state, local requirements and per UFC 3-460-03, Operations and Maintenance: Maintenance of Petroleum Systems.

11.2.8. Ensure cathodic protection for tank systems are installed in accordance with AFI 32-1054, *Corrosion Control*.

11.2.9. Ensure new diking and containment construction is in accordance with UFC 3-460-01 and Oklahoma performance standards.

11.2.10. Provide certification from tank installer that tank was installed according to applicable codes and standards.

11.2.11. Only an authorized inspector shall provide formal internal and external inspections of all field erected ASTs IAW API 653.

11.2.12. Meet applicable federal, state and local regulatory requirements for temporary deactivation and permanent closure.

12. POLLUTION PREVENTION

12.1. General: Contractor should use prior planning to find those materials that will minimize the creation of waste in general and hazardous waste in particular.

13. UNEXPECTED SIDE CONDITIONS

13.1. **Contaminated Soil or Groundwater: Unless otherwise specified elsewhere in the Contract Documents, the job-site** has been inspected and is, consistent with best professional judgment, free of environmental contamination or pollution.

13.1.1. However, unexpected conditions can always arise. Contractor or subcontractor personnel may encounter soil or groundwater that is suspected to be contaminated, either because of odors, colors, free liquids or other suspicious conditions.

13.1.1.1. Should this occur, Contractor will immediately notify the Base Civil Engineer and the Base Environmental Manager and take necessary initial measures to protect workers, the site and other personnel.

13.2. **Unexploded Munitions/Ordnance (UXO)**: No munitions or munitions-related materials are known or expected to be present on site. However, should suspected munitions-type material be encountered, Contractor should immediately **Stop Work, Turn Off and Leave Equipment where it Rests, and Remove all personnel from the area and notify Explosive Ordinance Disposal (EOD)** and receive advice before disturbing the questionable material.

14. SITE DISTURBANCE DURING CONSTRUCTION ACTIVITIES

14.1. Contractor shall use industry-recognized best management practices to avoid creation of fugitive dust emissions, and to avoid and control storm water runoff from the construction site and any temporary roads that may be used for access to it.

14.1.1. Water sprinkling may be used to control dust.

14.1.2. Contractor shall perform all work under this contract in such a manner that no pollutants of any kind are released into ditches, storm drains, streams, lakes or other surface waters of the site.

15. PROTECTION OF LAND RESOURCES

15.1. General: It is intended that the land resources within the project boundaries and outside the limits of permanent work performed under this Contract be preserved in their present condition, or be restored to a condition after completion of construction that will appear to the natural and not detract from the appearance of the project. Contractor shall limit his construction activities to those areas defined by the Drawings or Specifications.

15.2. Prevention of Landscape Defacement: Except in area marked on the plans to be cleared, Contractor shall not deface, remove, cut, injure or destroy trees or shrubs without special authority.

15.2.1. Trees designated to be saved shall be protected from either excavation or filling within the root zone.

15.2.2. No ropes, cables or guys shall be fastened or attached to any existing trees for anchorage unless specifically authorized by the Contracting Officer.

15.2.3. Contractor shall, in any event, be responsible for any damage resulting from such use.

15.3. Restoration of Landscape Damage: Any trees or other landscape features scarred or damaged by Contractor s equipment or operations shall be restored as nearly as possible to the original condition at Contractor's expense.

15.3.1. The Contracting Officer will decide what method of restoration shall be used, and whether damaged trees shall be treated and heeled or removed and disposed of.

15.3.2. All scars made on trees not designated on the plans to be removed by equipment construction operations or by the removal of limbs larger than 1-inch in diameter shall be coated immediately with an approved tree wound dressing.

15.3.3. Experienced landscape personnel shall perform all trimming or pruning in an approved manner. Tree trimming with axes shall not be permitted.

15.3.4. Trees that are to remaining either within or outside established clearing limits that are subsequently damaged by Contractor, and that are beyond saving in the opinion of the Contracting Officer shall be immediately removed and replaced with a nursery-grown tree of the same species.

16. STORMWATER PERMITS FOR CONSTRUCTION

16.1. General: Permits required for the discharge of stormwater associated with construction activities.

16.2. STORMWATER DISCHARGES FROM SMALL CONSTRUCTION ACTIVITIES

16.2.1. All projects disturbing one (1) or more acre of land will require a site-specific Storm Water Pollution Prevention Plan (SWP3). Generic plans or "corporate" plans are not acceptable. For projects disturbing an area smaller than (1) acre, a SWP3 will not be required unless the smaller project is part of an overall construction program disturbing over one acre. The requirement for a SWP3 for these projects (< 1acre) will be addressed on a case-by-case basis.

16.2.1.1. **If Contracted the Designer** will develop a site-specific SWP3 in accordance with the requirements of Part III of Oklahoma EPA Permit Number OK0040819 *Authorization for Storm Water Discharges Associated with Construction Activity under the National Pollutant Discharge Elimination System.* Further guidance on developing the SWP3 can be found in the *Oklahoma Department of Environmental Quality webpage.* The SWP3 submitted will be evaluated using the OAC 252:606, Oklahoma Pollutant Discharge Elimination Standards. If the design is contracted the **Designer** will identify specific sections of the SWP3 that must be completed by the **Contractor** (i.e. project phasing and dates, specific controls to be used, etc.). If the design is in house the Contractor shall be responsible for the SWP3 in its entirety.

16.2.1.2. The SWP3 will be reviewed and signed by the Project Engineer, **Contractor** and EM prior to the start of any site work.

16.2.1.3. **If Contracted the Designer** and **Contractor** shall jointly develop the regulatory Notice of Intent (NOI) for construction greater than one (1) acre in size in accordance with the requirements of section 2. of this guide. If Design is not contracted the Construction Contractor is responsible for the plan in its entirety.

16.3. All storm water general permits may be obtained by submitting a one page application, Notice of Intent (NOI), and terminated by submitting a Notice of Termination (NOT) to the ODEQ. I copy of the documents once approved will be forwarded to the Contracting Officer. *Information more specific to each General Permit can be found on their respective web pages. Storm Water General Permit for Construction Activities*

16.4. *http://www.deq.state.ok.us/WQDnew/stormwater/index.html*

16.4.1.1. Notice of Intent

16.4.1.2. Notice of Change, which is used if the operator becomes aware of failing to submit any relevant information or submitting incorrect information.

16.4.1.3. Notice of Termination

17. PROJECT CLOSE-OUT

17.1. Unless otherwise specified, the Contractor shall remove all excess and waste materials from the project site.

17.2. EM personnel will accompany Project Engineer and Contracting Officer during close-out inspections to ensure compliance.

HAZMAT AUTHORIZATION FOR CONTRACTORS	
NO HAZARDOUS MATERIAL WILL BE DELIVERED, STORED, OR USED ON-SITE UNTIL IT HAS BEEN AUTHORIZED BY ENVIRONMENTAL, SAFETY, AND OCCUPATIONAL HEALTH	**Project:**
	Contractor:

- Contractor will provide ALL of the information required below for each hazardous material (hazmat) item used on the job site; this form will be submitted to the Contracting Officer
- Attach a current Material Safety Data Sheet (MSDS) for each item
- A copy of this form will be return to the contractor after all reviews have been completed
- At project close-out, provide the ACTUAL quantity of the item used during the project on the Hazmat Use Summary Form

This authorization is used strictly to gather information on hazardous materials usage to address regulatory reporting requirements, as well as ensure the health and safety of government employees. This authorization is NOT:

- An indication that the material meets the intent of the project plans and specifications
- An evaluation or approval of the contractor's environmental, safety, or health programs

Product Name:	**Product Part/Stock Number:**
Material Unit of Issue (55-gallon drum, 5-gallon pail, 16 oz. box, 10 lb. bag, etc.):	**Storage Location:**
Frequency of Use (one-time, one week, throughout project):	**Location of Use (if other than on the immediate project site):**
Proposed Quantity of Material to be Used On-Site (gallons, pounds, etc.):	
Brief Description of Use (what is the hazmat being used for):	
Intended Disposal (how will excess material, empty containers, and clean up materials be disposed of):	

FOR ESOH OFFICE USE (use reverse if needed)

☐ **This item is exempt from Hazmart tracking; no further evaluation required; contractor does not need to track use**

☐ Authorized	**Bioenvironmental Engineering - Comments**
☐ Authorized with comment	
☐ Change requested	
Signature	

☐ Authorized ☐ Authorized with comment ☐ Change requested Signature	**Environmental Management - Comments**	☐ Subject to EPCRA 312 ☐ Subject to EPCRA 313
☐ Authorized ☐ Authorized with comment ☐ Change requested Signature	**Safety/Fire Protection - Comments**	
ADDITIONAL COMMENTS		

CONTRACTOR HAZMAT USE SUMMARY			
▪ Contractor will provide ALL of the information required below for each hazardous material (hazmat) item used on the job site; this form will be submitted to the Contracting Officer ▪ Provide enough information that quantities can be converted to total **pounds.**			
Product Name:	**Product Part/Stock Number:**	**Material Unit of Issue (55-gallon drum, 5-gallon pail, 16 oz box, 10 lbs bag, etc.):**	**ACTUAL total quantity of product used throughout the project**

END OF SECTION

STATEMENT OF WORK

STATEMENT OF WORK
REPAIR HANGAR FIRE PROTECTION SYSTEMS
XHZG201700937
16 MAY 2017

1. The contractor shall provide all labor, material, tools, equipment and transportation necessary to complete the work identified in the plans and this Statement of Work.

2. All debris is to be disposed of off Base. Recylcle metal at HAZMAT Pharmacy (Bldg 420) if feasible.

3. This project is to be in accordance with the Environmental Compliance Guide for Designers and Contractors dated 26 August 2013. A copy of this document will be provided to bidding contractors during the pre-bid meeting.

4. The contractor shall apply all safety procedures required by local, state and federal regulations.

5. All work to be performed 7:00 AM to 5:30 PM Monday thru Thursday. If alternate work schedule is desired it must be requested in writing and approved by CE and Security 48 hours prior to the desired schedule.

6. The contractor shall coordinate all work with a representative of the CE office.

7. Prior to any work the contractor shall submit for approval by CE one electronic copy of technical literature for all products to be used. Provide Material Safety Data Sheets for all appropriate products.

8. The contractor is required to provide an AF Form 103 (Dig Permit) prior to any earthwork.

9. The contractor is responsible for marking/locating all underground utilities. If a utility is damaged, the contractor will repair per CE specifications.

10. Repair hangar fire protection systems according to the Burns McDonnell Assessment Study. This includes buildings 304, 330, and 501. Items identified below:

Bldg 304		Quantity
FS-15,16	Provide Pressure relief valve on sprinkler riser	1
FS-15,16	Provide lock and signage on inspectors test and drains.	1
FS-17	Install tamper seals and signage	1
FA-1	Reprogram/verify panel releasing mechanisms	1
FA-2	Provide NEMA 4 foam system pull stations and backboxes, conduit looped into bottom of backbox with drain, and dedicated distinct signage	8
	System Testing	1

BLDG 330		Quantity
FS-15,16	Provide Pressure relief valve on sprinkler riser	1
FS-15,16	Provide lock and signage on inspectors test and drains.	1
FS-17	Provide tamper seals and signage on foam/water riser trim valve	1
FA-1	Reprogram/verify panel releasing mechanisms	1
FA-2	Provide NEMA 4 foam system pull stations and backboxes, conduit looped into bottom of backbox with drain, and dedicated distinct signage	8
	System Testing	1

BLDG 501		Quantity
FS-15,16	Provide lock and signage on inspectors test and drains.	1
FS-15,16	Remove the fire pump room fire sprinkler system supply from the hangar fire sprinkler system riser	1
FS-17	Provide tamper seals and signage on foam/water riser trim valve	1
FA-1	Reprogram/verify panel releasing mechanisms	1
FA-2	Provide NEMA 4 foam system pull stations and backboxes, conduit looped into bottom of backbox with drain, and dedicated distinct signage	8
	System Testing	1

11. FA-1 Explanation: Reprogram/Reconfigure Releasing Panels

a) Hangar bay with wet pipe sprinkler – Verify the foam releasing mechanism and if required reprogram/reconfigure the releasing panel to release foam in the following conditions only:

1. Wet pipe flow switch activation plus activation of one heat detector zone.

2. Activation of two heat detector zones.

3. Activation of Manual foam releasing station.

If the releasing panel cannot be reprogramed or reconfigured to cross zone the sprinkler flow switch with the heat detectors, the flow switch should be disconnected from the releasing panel and reconnected to the Fire Alarm (FA) panel.

b) Hangar bay with preaction sprinkler - Verify that the foam releasing panel is not configured to release foam if the pressure switch in the preaction sprinkler riser is activated. If the panel is configured to release foam from a pressure switch activation, reprogram/reconfigure the releasing panel to remove this function. The riser pressure switches should cause an alarm but not activate any foam release solenoids.

c) Hangar bay with multiple foam risers - Verify that the foam releasing panel is not configured to release foam if the pressure switch in one foam riser is activated. If the panel is configured to release foam from a pressure switch activation, reprogram/reconfigure the releasing panel to remove this function. The foam riser pressure switches should cause an alarm but not activate any release solenoids.

d) Test that the activation of a wet pipe flow switch or an individual heat detector will not activate the foam system. Test that the combined activation of a heat detector and a flow switch or two cross zoned heat detectors will activate the foam system. System may be tested without actual discharge of water or foam.

12. FA-2 Explanation: 3.4 Replace manual foam releasing (start) stations and conduit

a) Demo all existing releasing stations, associated wiring and conduits as required.

b) Install new water tight ¾" conduit and junction boxes from the releasing stations to a height of 15 feet above the finished floor or until the conduit intersects a horizontal run. Route the conduit into the bottom of the manual foam releasing stations. Provide the low point of this conduit with a drain (See figure 1). Where the conduit is in a hazardously classified area, provide breathers in isolated portions of the conduit (e.g. sealed off from the remaining conduit system). Rate drains and breathers for the electrical (hazard) classification in which they are installed, but not be less than NEMA 250 Type 4. Flexible conduit is not permitted.

c) Install new NEMA 250 Type 4 manual foam releasing stations and signage. The releasing stations shall be distinctively different from the manual fire alarm pull stations. Provide tamper cover with colored portions in yellow and lettering on the cover reading "FOAM"; the words "FIRE", "ALARM", or "AGENT" are prohibited to appear on the cover or station. Provide locking type manual foam releasing stations that when activated require a key to be reset. Provide a clear plastic tamper cover over the manual foam releasing station that when lifted emits an audible alarm. Exception: Audible alarm is not required where a manual foam releasing station is installed in a hazardous (classified) location.

Provide conventional manual foam releasing stations. Do not locate addressable monitor modules for the manual foam releasing stations in the hangar bay. Approved models - Federal Signal MPEX or RSG RMS-EX-WP.

Install manual foam releasing stations within the hangar bay so they are unobstructed, readily accessible, and located within 10 ft. (3.0 m) of each required exit or exit access from the hangar bay. Maintain a minimum separation distance of 5 ft. (1.5 m) between general fire alarm pull stations (if provided) and the manual foam releasing stations. Where possible, install the manual foam releasing stations on the opposite side of the door from the general fire alarm pull stations. If possible locate the releasing station and sign so that a future stop station and sign may be installed per figure 1.

d) Provide the sign for the manual foam releasing station with a yellow or lime-yellow background with "START FOAM SYSTEM" in red lettering not less than 3 inches (76

millimeters) high. The a sign a minimum of 24 inches (610 mm) high by 20 inches (508 mm) wide.

Locate the manual foam releasing station with tamper cover on the lower portion of the sign. Provide the word "START" in minimum 1 inch (25.4 mm) high green lettering placed directly above the manual foam releasing station.

e) Install new wire as required. All conductors must be 16 AWG minimum. Pull all conductors splice free; conductors shall be continuous from device to device. The use of wire nuts, crimped connectors, or twisting of conductors is prohibited.

f) Test the system in accordance with the procedures outlined in NFPA 72. The tests shall be witnessed by the Owner's Representative and test results recorded. The required tests for the releasing station circuits are as follows:

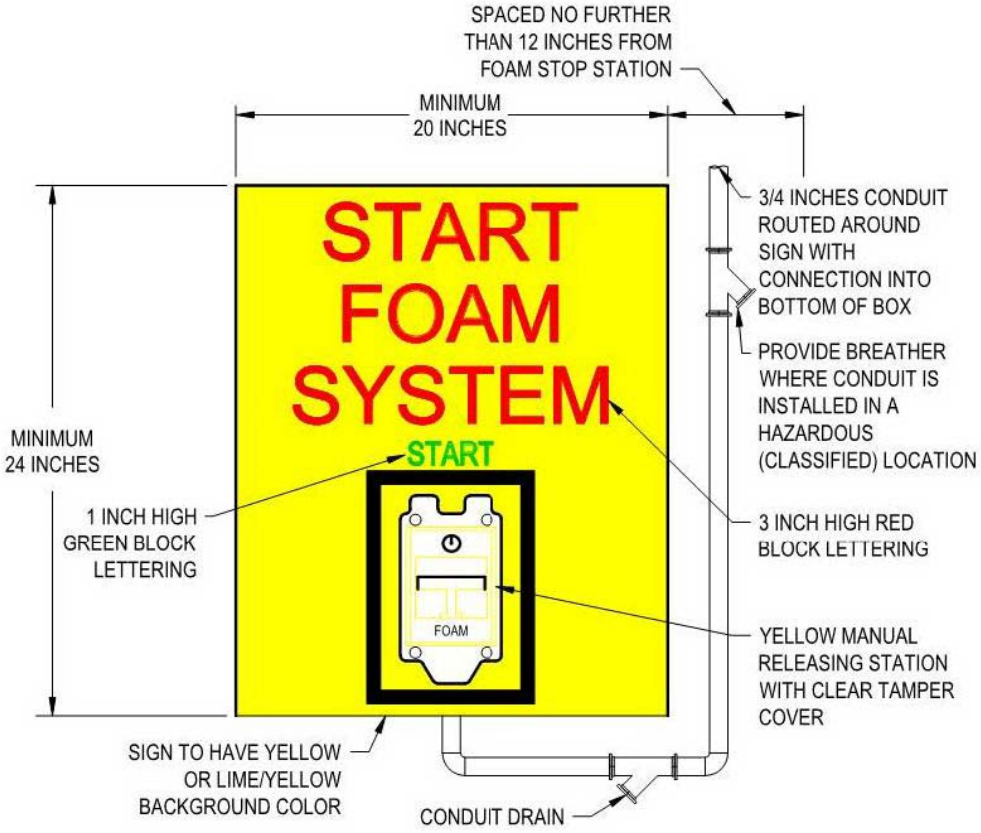
(1) Loop Resistance Tests: Measure and record the resistance of each circuit with each pair of conductors in the circuit, short-circuited at the farthest point from the circuit origin.

(2) Verify the absence of unwanted voltages between circuit conductors and ground.

(3) Visually inspect wiring.

(4) Test each release station and circuit for proper operation and response at the control unit and tested in accordance with manufacturer's recommended calibrated test method.

Figure 1: Start Foam System Signage



13. Provide a total of 3 (in-person) training classes (1 at each location) for facility personnel and base fire department personnel to ensure familiarity with operation and maintenance of each system.

14. A copy of the Burns McDonnell assessment study will be provided.

END OF STATEMENT

SUPPLEMENTAL INSTRUCTIONS
SUPPLEMENTAL INFORMATION
Contract Specialist:
MSgt David Hugueley
Phone: 918-833-7118
E-mail: david.a.hugueley.mil@mail.mil

Contracting Officer
SMSgt Amanda Lonsdale
Phone: 918-833-7305
E-mail: amanda.j.lonsdale.mil@mail.mil

Contracting Officer:
Dan Tatro
Phone: 405-228-5560
Email: daniel.r.tatro.civ@mail.mil

Include the following within the sealed bid package:

1) **Completed SF1442 with acknowledgement of all amendments**
2) **Completed SF24**
3) **Any additional verification documents**

Contractor POC E-mail _____

DUNS_____

TAXPAYER ID #_____

This solicitation is a 100% small business set aside under North American Industry Classification System code 238220 with a size standard of $15.0M.
Bids can be submitted in any of the following ways:

Delivered to prior to 09:00 AM Central Standard Time on 06 September 2017
Delivered by mail prior to 08:00 AM Central Standard Time on 05 September 2017

138 CONTRACTING FLIGHT (MSG/MSC)
Attn: MSgt David Hugueley
9100 E 46TH ST NORTH
TULSA OK 74115-1632

A site visit is scheduled for August 15, 2017 9:00 AM Local time. Interested attendees are asked to meet at the Oklahoma Air National Guard Building 222, 9100 E. 46th Street North, Tulsa, OK 74115. The POCs for the project are MSgt David Hugueley at (918) 833-7118 and SMSgt Amanda Lonsdale at (918) 833-7305. The entrance to the base is off of 46th Street North. If you do not have a military ID you will need to be escorted onto base. The guards at the front gate will provide you with a visitor badge and you will wait in the parking lot. Prior to the site visit we will go to the parking lot to pick up the contractors that need to be escorted. See Site Visit in Section 00100**.**

For Site Visit information, see Site Visit clause 52.236-27, Alternate 1 in Section 00100. The conference will begin promptly without considerations for late or lost bidders. Remarks, explanations and answers provided by Government representatives before, during and after the site visit shall not change or qualify any of the terms or conditions of the solicitation. The solicitation can only be changed by a formal written amendment issued by the 138th Contracting Office.

Any questions concerns, verification, requests for information or clarification of information of the documents included in the solicitation package shall be submitted in writing and submitted to the Government POC's identified herein no later than Noon, local time on August 30, 2017. Include in the subject line of the email the Government's solicitation number; failure to do so will lessen the Government's ability to ensure all questions are considered during the bidding process. Provide your company name, POC and contact information in the body of the email.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 25-SEP-2017 TO 24-JAN-2018	N/A	138 CIVIL ENGINEERING KURT STEPHENS 9100 E 46TH ST NORTH TULSA OK 74115-1000 918-833-7282 FOB: Destination	F9L3CE

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements--Representation	JAN 2017
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreeements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.214-3	Amendments To Invitations For Bids	DEC 2016
52.214-4	False Statements In Bids	APR 1984

52.214-5	Submission Of Bids	DEC 2016
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-10	Contract Award--Sealed Bidding	JUL 1990
52.214-12	Preparation Of Bids	APR 1984
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data - Modifications - Sealed Bidding	AUG 2011
52.214-28	Subcontracting Certified Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 2010
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-3	Privacy Training	JAN 2017
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.227-1	Authorization and Consent	DEC 2007

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-13	Notice Of Progress Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	JAN 2017
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2015
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013

252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	DEC 2016
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2017)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238220.

(2) The small business size standard is $15,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

( ) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(vi) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

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

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

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

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

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

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

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

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

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

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

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed $50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed $500,000, which are issued after April 24, 2017.

Note to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

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

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

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

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

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

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

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

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change

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

(End of provision)

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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.

(b) The Offeror represents that it [___] has or [___] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates ``has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

___

Immediate owner legal name: ___

(Do not use a ``doing business as" name)

Is the immediate owner owned or controlled by another entity?:
[___] Yes or [___] No.

(d) If the Offeror indicates ``yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

___

Highest-level owner legal name:

___

(Do not use a ``doing business as" name)

(End of provision)

52.204-20 Predecessor of Offeror (JUL 2016)

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

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

(Do not use a “doing business as” name).

(End of provision)

52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)

(a) The Government recognizes that the line items established in this solicitation may not conform to the Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the Offeror is invited to propose alternative line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract is economically and administratively advantageous to the Government and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items, provided that alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. Offers that do not comply with the line items specified in this solicitation may be determined to be nonresponsive or unacceptable.

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, 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)

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than . 120 days after the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $100 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)

CLAUSES INCORPORATED BY FULL TEXT

52.214-16 MINIMUM BID ACCEPTANCE PERIOD (APR 1984)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 26 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: _____ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price. contract resulting from this solicitation.

(End of provision)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is ``not dominant in its field of operation'' when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

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

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

(3) For long-term contracts--

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

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

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

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

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

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

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

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 238220- assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
10.2%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Tulsa City, Tulsa County, Oklahoma

(End of provision)

52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS--REPRESENTATION (DEC 2016)

(a) This representation shall be completed if the Offeror received $7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(b) Representation. [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner) [___] does, [___] does not publicly disclose greenhouse gas emissions, i.e., make available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) [___] does, [___] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly available Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked ``does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported: ___ .

(End of provision)

52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

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

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

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

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

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

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

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

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

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

Cost of components means--

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

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

Domestic construction material means--

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

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

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
Include other applicable supporting information.

(End of clause)

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

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

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

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

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

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

(c) The amount of the bid guarantee shall be __20__ percent of the bid price or $3,000,000.00_, whichever is less.-

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

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

(End of provision)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

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

A payment bond
An irrevocable letter of credit (ILC)

(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)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

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

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

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

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

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

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

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

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

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

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

(A) 90 days following final payment; or

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

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

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

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

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

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

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

Issue Date _ ___

IRREVOCABLE LETTER OF CREDIT NO. ___

Account party's name ___ _

Account party's address ___ _

For Solicitation No. ___ _(for reference only)

TO: [___ U.S. Government agency]

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

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

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

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

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

confirming financial institution, if any.

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

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

Sincerely,

___

[___ Issuing financial institution]

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

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

(Date) ___

Our Letter of Credit Advice Number ___

Beneficiary: ___ [U.S. Government agency]

Issuing Financial Institution: ___

Issuing Financial Institution's LC No.: ___

Gentlemen:

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

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

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

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

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

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

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. ____ -- (Insert version in effect at the time of ILC issuance, e.g.,

``Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of ____ --[State of confirming financial institution].

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

Sincerely,

___

[Confirming financial institution]

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

SIGHT DRAFT

___

[City, State]

(Date) ___

[Name and address of financial institution]

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

___ [Beneficiary Agency]

By: ___

(End of clause)

52.232-16 PROGRESS PAYMENTS (APR 2012)

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

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

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

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

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

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

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

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following

conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d) (2)(ii) of this clause; and

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

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

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

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

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

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

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

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

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

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

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

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

(3) Each Contractor request for progress payment shall:

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

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

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

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

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

(1) The amounts included are limited to--

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

(ii) Any unpaid subcontractor requests for financing payments.

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

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

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

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

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

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

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-25 PROMPT PAYMENT (JAN 2017)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of
the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g.,

52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

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

(b) An organized site visit has been scheduled for--
9:00 AM Central Standard Time on 15 August 2017

(c) Participants will meet at--

Oklahoma Air National Guard
Building 222
9100 E. 46th Street North
Tulsa, OK 74115

(End of provision)

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

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

http://farsite.hill.af.mil/

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil/

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting

officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

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

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

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

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

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

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

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

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

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

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

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

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

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

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

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

____ Use with Alternate I.

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

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

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
.....	

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
.....	

(If items are identified in the Schedule, insert ``See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique

identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

(a) Definitions. As used in this clause–

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at https://wawf.eb.mil/.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when–

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

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

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

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

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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.acquisition.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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Receiving Report and Invoice (Combo)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not Applicable

(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	F87700
Issue By DoDAAC	W912L6
Admin DoDAAC	W912L6
Inspect By DoDAAC	FA6563
Ship To Code	F9L3CE
Ship From Code	N/A
Mark For Code	N/A

Service Approver (DoDAAC)	F9L3CE
Service Acceptor (DoDAAC)	FA6563
Accept at Other DoDAAC	N/A
LPO DoDAAC	See Block 14 of SF 1442
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Daniel.r.tatro.civ@mail.mil
Amanda.j.lonsdale.mil@mail.mil
David.a.hugueley.mil@mail.mil

(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.

Amanda.j.lonsdale.mil@mail.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

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

Title	File	Drawing No.
Fire Protection Evaluation Building 304 - Maintenance Hangar		
Fire Protection Evaluation Building 330 - Corrosion Control/Fuel Cell Hangar		
Fire Protection Evaluation Building 501 - Maintenance Hangar		

(End of clause)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government