SOLICITATION, OFFER, AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
W911SG27BA002	☒ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	30 JUL 2026	1		157

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		FE 10031 4J

7. ISSUED BY	CODE	W911SG	8. ADDRESS OFFER TO
W6QM MICC-FT BLISS BLDG 111, 111 PERSING RD FORT BLISS, TX 79916-6812 UNITED STATES JAKEB JAMES, EMAIL: JAKEB.I.JAMES.CIV@ARMY.MIL TELEPHONE: 9155684332			W6QM MICC-FT BLISS BLDG 111, 111 PERSING RD FORT BLISS, TX 79916-6812 UNITED STATES

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	JAKEB JAMES	9155684332

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

PROJECT TITLE: NEW PAVING IDIQ CONTRACT
PROJECT LOCATION: FORT BLISS AND NEW MEXICO

THIS IS AN INVITATION FOR BID. THE GOVERNMENT INTENDS TO AWARD A FIRM-FIXED PRICE (FFP) SINGLE IDIQ TYPE PAVING CONTRACT FROM THIS SOLICITATION.

A BID GUARANTEE IS REQUIRED (SEE CLAUSE AT FAR 52.228-1). “FAILURE TO FURNISH A BID GUARANTEE IN THE PROPER FORM AND AMOUNT, BY THE TIME SET FOR OPENING OF BIDS, MAY CAUSE FOR REJECTION OF BIDS.” ALL BID BONDS MUST BE ORIGINALS; PHOTOCOPIES WILL NOT BE ACCEPTED. PERFORMANCE AND PAYMENT BONDS ARE REQUIRED (SEE CLAUSE AT FAR 52.228-15 DEV)

THIS IS A 100% 8(A) COMPETITIVE SET-ASIDE UNDER NAICS 237310 HIGHWAY, STREET AND BRIDGE CONSTRUCTION WITH A SMALL BUSINESS SIZE STANDARD OF $45,000,000.00

THE ESTIMATED MAGNITUDE FOR THIS REQUIREMENT IS MORE THAN $10,000,000.00
APPLICABLE NEW MEXICO GROSS RECEIPTS TAX WILL APPLY.

THE AWARDEE OF THIS CONTRACT WILL BE REQUIRED TO PROVIDE A SUPERINTENDENT AT ALL TIMES WORK IS BEING PERFORMED ON THE PROJECT (SEE CLAUSE AT FAR 52.236-6). THE SUPERINTENDENT IS A KEY POSITION. THIS POSITION SHALL NOT BE SUBCONTRACTED AND MUST WORK DIRECTLY FOR THE PRIME CONTRACTOR.

THE MINIMUM DOLLAR VALUE FOR EACH TASK ORDER IS $2,000.00.
THE MAXIMUM DOLLAR VALUE FOR EACH TASK ORDER IS $3,000,000.00.

11. The contractor shall begin performance within 7 calendar days and complete it within 364 calendar days after receiving
☐ award, ☒ notice to proceed. This performance period is ☐ mandatory ☐ negotiable. ***(See*** FAR 52.211-10 ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☒ YES ☐ NO	15

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 09:00 AM ***(hour)*** local time 10 SEP 2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☒ 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 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NUMBER *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*
CODE FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)*

AMOUNTS ▶

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

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

AMENDMENT NUMBER										
DATE										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	20b. SIGNATURE	20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT ☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*	31a. NAME OF CONTRACTING OFFICER *(Type or print)*
30b. SIGNATURE / 30c. DATE	31b. UNITED STATES OF AMERICA BY / 31c. DATE

Section 00 00 00 - Procurement and Contracting Requirements

Instrument Name: New Paving IDIQ, Fort Bliss and New Mexico

This is an Invitation for Bid. The Government intends to award a Firm-Fixed Price (FFP) single IDIQ type Paving contract from this solicitation. A bid guarantee is required (see clause at FAR 52.228-1). “Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may cause for rejection of bids.” All bid bonds must be originals; photocopies will not be accepted. Performance and payment bonds are required (see clause at FAR 52.228-15 DEV) This is a 100% 8(a) competitive set-aside under NAICS 237310 Highway, Street and Bridge Construction with a small business size standard of $45,000,000.00 The estimated magnitude for this requirement is more than $10,000,000.00 Applicable New Mexico Gross Receipts Tax will apply. The awardee of this contract will be required to provide a Superintendent at all times work is being performed on the project (see clause at FAR 52.236-6). The Superintendent is a key position. This position SHALL NOT be subcontracted and must work directly for the prime contractor. The minimum dollar value for each task order is $2,000.00. The maximum dollar value for each task order is $3,000,000.00.

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	W911SG27BA 002 Statem ent of Wor k	Statement of Work		28 Jul 2026		52	Attachment	No
0002	Instructio ns to Bidd ers W911SG 27BA002	Instructions to Bidders		30 Jul 2026		6	Attachment	No
0003	Wage Deter mination N M20260035 (Dona Ana and San Ju an Highway) Eff. May 18 2026	Wage Determination		13 Jul 2026		4	Attachment	No
0004	Wage Deter mination N M20260036 (Multiple NM Highway) Eff. May 18 2026	Wage Determination		13 Jul 2026		5	Attachment	No
0005	Wage Deter mination T X20260293 (El Paso H ighway) Ef f. May 18 2026	Wage Determination		13 Jul 2026		4	Attachment	No
0006	eCRAFT Pro fessional Categories List	eCRAFT Professional Categories		16 Jul 2026		59	Attachment	No

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

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Texas Requirements Base Year Product Service Code: Z2LB North American Industry Classification System (NAICS): 237310 Pricing Arrangement: Firm Fixed Price	1	null		
0002	New Mexico Requirements Base Year Product Service Code: Z2LB North American Industry Classification System (NAICS): 237310 Pricing Arrangement: Firm Fixed Price	1	null		
1001	Texas Requirements OY1 Product Service Code: Z2LB North American Industry Classification System (NAICS): 237310 Pricing Arrangement: Firm Fixed Price	1	null		

1002	New Mexico Requirements OY1 Product Service Code: Z2LB North American Industry Classification System (NAICS): 237310 Pricing Arrangement: Firm Fixed Price	1	null		
2001	Texas Requirements OY2 Product Service Code: Z2LB North American Industry Classification System (NAICS): 237310 Pricing Arrangement: Firm Fixed Price	1	null		
2002	New Mexico Requirements OY2 Product Service Code: Z2LB North American Industry Classification System (NAICS): 237310 Pricing Arrangement: Firm Fixed Price	1	null		
3001	Texas Requirements, OY3 Product Service Code: Z2LB North American Industry Classification System (NAICS): 237310	1	null		

	Pricing Arrangement: Firm Fixed Price				
3002	New Mexico Requirements, OY3 Product Service Code: Z2LB North American Industry Classification System (NAICS): 237310 Pricing Arrangement: Firm Fixed Price	1	null		
4001	Texas Requirements, OY4 Product Service Code: Z2LB North American Industry Classification System (NAICS): 237310 Pricing Arrangement: Firm Fixed Price	1	null		
4002	New Mexico Requirements, OY4 Pricing Arrangement: Firm Fixed Price	1	null		

Section 00 21 00 - Instructions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation)	2026-02		
52.214-3	Amendments to Invitations for Bids. (Deviation)	2026-02		
52.214-4	False Statements in Bids.	1984-04		
52.214-5	Submission of Bids. (Deviation)	2026-02		
52.214-6	Explanation to Prospective Bidders.	1984-04		
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids. (Deviation)	2026-02		
52.214-12	Preparation of Bids.	1984-04		
52.214-34	Submission of Offers in the English Language.	1991-04		
52.214-35	Submission of Offers in U.S. Currency.	1991-04		
52.225-10	Notice of Buy American Requirement-Construction Materials.	2014-05		
52.237-1	Site Visit.	1984-04		

DFARS Provisions Incorporated by Reference

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

FAR Provisions Incorporated by Full Text

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

Type of Contract (Feb 2026) (Deviation)

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity with Firm-Fixed Price (FFP) Task Orders contract resulting from this solicitation.

(End of provision)

52.228-1	Bid Guarantee.	1996-09		

Bid Guarantee (Sept 1996)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

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

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

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

(End of clause)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

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

(End of provision)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

Section 00 21 13 - Instructions to Bidders

INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

1. Description of the Project:

The Department of Public Works at Fort Bliss, TX has a new requirement that consists of providing contract services for paving and related construction services in Texas and New Mexico, including all Training Ranges on the Fort Bliss Installation

2. Instructions to Bidders:

2.1. You are invited to submit a bid in response to our Invitation for Bids (IFB) W911SG-27-B-A002 New Paving IDIQ Contract, at 9AM MDT on 10 September 2026 at Ft. Bliss, TX, Bldg. 111 Rm 220.

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

2.3. This solicitation is set-aside 100% for 8(a) Small Businesses.

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

3.1. A site visit will not be conducted; contractors are welcome to access the base and conduct their own tour. However, Contractors may request a site visit if needed, and it will be held at an agreed-upon location between the contractor and the Government. Contractors are highly encouraged to schedule a site visit; however, it is not mandatory.

3.2. The conference/site visit is limited to a maximum of two (2) attendees per company. Contractor representatives should be prepared to furnish identification if requested.

Email the following attendees to Jakeb James at jakeb.i.james.civ@army.mil

COMPANY NAME

POC Name and position title Telephone Number

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

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

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

4. FORMAL COMMUNICATION, OFFEROR EXPLANATIONS:

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

Subject Line: Reference No. SOLICITATION W911SG-27-B-A002 Email: jakeb.i.james.civ@army.mil

PRE-BID INQUIRY FORMAT

Date of Bid Inquiry:

From: Company Name:

Address:

Phone Number: Fax Number:

Email address:

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

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

4.2. All questions and requests for information (RFI) must be received NO LATER THAN 2:00PM MDT 21 August 2026. BIDDERS ARE STRONGLY ENCOURAGED TO SUBMIT QUESTIONS EARLY IN THIS PROCESS. **After the due date no additional RFI's will be answered**

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

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

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

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

5. SUBMISSION OF BIDS: ELECTRONIC SUBMISSION OF BIDS (TABS A-E), TO INCLUDE E-MAIL, AND FACSIMILE TRANSMISSIONS ARE NOT AUTHORIZED. TABS F-G SHALL BE EMAILED TO THE ADDRESS LISTED ABOVE IN AN EFFORT TO REDUCE WASTE. IF A HARD COPY IS NOT RECEIVED BY BID OPENING (TABS A-E), THE TABS SUBMITTED BY EMAIL (TABS F-G) WILL BE IGNORED/DELETED.

5.1. The Government will not be responsible for bids delivered to any location or to anyone other than those designated to receive bids on its behalf as indicated below. Bids shall not be addressed to any specific person. Any bids hand-delivered between 7:30AM and 9:00AM on the due date shall only be delivered to the bid opening room at:

MICC-Fort Bliss, 111 Pershing Rd. Room 220

Fort Bliss, TX 79916

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

All bids must be clearly identified with the bidder's name and address; and must be SEALED in an envelope (In an effort to reduce waste, please do not include a binder). To ensure timely and proper handling, the lower left corner of the outermost wrapper should indicate the following:

Invitation for Bid No: W911SG-27-B-A002

Due Date of Bids: 10 September 2026

Time by which Bids are due: 9:00 AM MDT

Title of Project: New Paving IDIQ Contract

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

TAB TITLE ORIGINAL (HARD COPY)

A COVER SHEET: 1

B SF 1442/ AMENDMENTS: 1

C TOTAL CONTRACT PRICE: 1

D LETTER FROM BONDING COMPANY: 1

E BID BOND GUARANTEE: 1

F SUBCONTRACTOR LIST: EMAIL

G REPS & CERTS: EMAIL

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

MICC-Fort Bliss

Attention: Jakeb James, Contract Specialist W911SG27BA002

Bldg. 111 Pershing Road Fort Bliss, TX 79916

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

6. PUBLIC BID OPENING:

The bid opening will occur at the time and date specified in Block 13 of the SF1442: MICC-Fort Bliss, Room 220

111 Pershing Rd Fort Bliss, TX 79916

7. WAGE DETERMINATION:

Construction Wage Rates are applicable to this project Wage Determination; NM20260035, NM20260036, and TX20260293 as shown in Section 00 30 00 and provided as separate attachments.

8. BID PREPARATION EXPENSES AND PRE-CONTRACT COSTS:

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

9. CLAUSES:

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

10. SYSTEM FOR AWARD MANAGEMENT (SAM):

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

11. DISPOSITION OF UNSUCCESSFUL BIDS:

In compliance with RFO FAR Part 4.101, the Government will retain one copy of all unsuccessful bids including the bid bond.

12. BID CONTENT/BIDDERS QUALIFICATIONS:

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

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

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

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

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

e. **TAB E: Bid Bond Guarantee**. Per FAR 52.228-1; 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.

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

g. **TAB G: REPRESENTATIONS, CERTIFICATIONS (EMAIL)**. The bidder shall ensure that their business has completed an online Representations and Certifications at the System and Awards

Management (SAM) website, which may be found at https://www.sam.gov/portal/public/SAM//. It is the bidder's responsibility to ensure that the information provided in each representation and certification is completed truthfully and completely. A bidder's failure to complete the online representations and certifications prior to the close of the Solicitation (to include listing of the applicable NAICS code and applicable size standards) will result in their bid being deemed non-responsive and eliminated from further consideration. Bidders shall submit the representations and certifications listed in Section 00 45 00 or provide a printed version of the documents from their corporate SAM profile. Bidder must be registered in the database IAW RFO FAR Part 52.204-7 in order to be awarded a contract and have the applicable NAICS code listed in RFO FAR Part 52.219-1(c), Small Business Program Representations, Representations.

*** END OF NARRATIVE ***

Section 00 22 00 - Supplementary Instructions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-5	Evaluation of Options. (Deviation)	2026-02		

Section 00 30 00 - Available Information

Ordering Guide:

1. This is a single-award Indefinite Delivery Indefinite Quantity (IDIQ) contract. As such, all task orders will be issued directly to the awardee in accordance with the procedures outlined below.

2. Authority to Place Orders: MICC Fort Bliss has the authority to award and administer task orders under this IDIQ

3. The ordering period for the contract consists of a twelve (12) month Base Period, with four (4) 1-year option ordering periods, and FAR Clause 52.217-8, Option to Extended Services up to six (6) months. Task orders may be issued from date of contract award until the last day of the contract period. However, task orders issued during the contract period may be completed in accordance with the terms of the task order after the contract period has expired. It is the Government's intent to issue task orders on an annual basis with estimated quantities. However, there may be occasions where task orders may be for less than annual such as quarterly, or as needed.

4. All task orders will be issued on a Firm-Fixed-Price (FFP) basis. The price of each task order will be derived from the pre-established pricing in the contract's Schedule of Supplies/Services (Contract Line-Item Numbers - CLINs).

5. Funds for the services provided will be obligated at the task order level as they become available. Task Orders may be incrementally funded throughout their period of performance, subject to the availability of funds.

6. The Contractor shall confirm compliance with Limitation of Subcontracting, FAR 52.219-14 (deviation 2021-O008) by returning a completed Attachment A02 to the Contracting Officer by the end of the base term of the contract and then again by the end of each subsequent option period.

"General Decision Number: NM20260035 05/18/2026

State: New Mexico

Construction Types: Highway

Counties: New Mexico Counties of
Dona Ana and San Juan

Modification Number Publication Date

0 01/02/2026
1 05/18/2026

ELEC0611-003 07/01/2014
Rates Fringes
ELECTRICIAN (BOOM OPERATOR).....$ 29.79 12.74

SUNM2011-003 08/25/2011
Rates Fringes
TRUCK DRIVER: WATER TRUCK.....$ 13.51 1.51
TRUCK DRIVER: PICKUP TRUCK (SAN JUAN).....$ 12.95 0.26
TRUCK DRIVER: PICKUP TRUCK (DONA ANA).....$ 12.14 0.26
TRUCK DRIVER: DUMP TRUCK (DONA ANA).....$ 15.04 0.26
TRUCK DRIVER (FLATBED TRUCK).....$ 13.30 0.26
POWER EQUIPMENT OPERATOR: TRENCHER (SAN JUAN).....$ 15.93 0.26
POWER EQUIPMENT OPERATOR: TRENCHER (DONA ANA).....$ 15.22 0.26
POWER EQUIPMENT OPERATOR: ROLLER (ASPHALT AND DIRT)
(SAN JUAN).....$ 12.91 1.60
POWER EQUIPMENT OPERATOR: ROLLER (ASPHALT AND DIRT)
(DONA ANA).....$ 16.27 1.51
POWER EQUIPMENT OPERATOR: OILER.....$ 22.08 8.72
POWER EQUIPMENT OPERATOR: MECHANIC.....$ 23.24 1.51
POWER EQUIPMENT OPERATOR: GRADER/BLADE.....$ 17.64 1.51
POWER EQUIPMENT OPERATOR: BOBCAT/SKID LOADER.....$ 14.56 0.26
POWER EQUIPMENT OPERATOR:
BACKHOE/EXCAVATOR/TRACKHOE (SAN JUAN).....$ 16.27 1.51
POWER EQUIPMENT OPERATOR:
BACKHOE/EXCAVATOR/TRACKHOE (DONA ANA).....$ 17.74 0.26
POWER EQUIPMENT OPERATOR: (PILEDRIVER).....$ 16.26 0.26
POWER EQUIPMENT OPERATOR: (LOADER(FRONT END)).....$ 16.53 0.26
POWER EQUIPMENT OPERATOR: (BROOM SWEEPER).....$ 16.67 1.57
LABORER: PIPELAYER.....$ 17.13 5.04
LABORER: MASON TENDER-CEMENT/CONCRETE.....$ 10.25 0.35
LABORER: COMMON OR GENERAL (SAN JUAN).....$ 11.48 0.35
LABORER, COMMON OR GENERAL (DONA ANA).....$ 11.95 0.35
LABORER (FLAGGER/CONE SETTER).....$ 14.27 0.35
IRONWORKER, REINFORCING (SAN JUAN).....$ 16.41 5.85
IRONWORKER, REINFORCING (DONA ANA).....$ 22.61 6.03
HIGHWAY/PARKING LOT STRIPING: INCLUDES HIGHWAY
LINE/PARKING LOT LINE STRIPING AND LINE STRIPING
TRUCK DRIVER (SAN JUAN).....$ 14.39 0.35
HIGHWAY/PARKING LOT STRIPING: INCLUDES HIGHWAY
LINE/PARKING LOT LINE STRIPING AND LINE STRIPING
TRUCK DRIVER (DONA ANA).....$ 15.44 0.35

ELECTRICIAN, INCLUDES TRAFFIC SIGNALIZATION AND INSTALLATION (SAN JUAN).....$ 24.46 8.56
ELECTRICIAN, INCLUDES TRAFFIC SIGNALIZATION AND INSTALLATION (DONA ANA).....$ 25.91 9.45
CEMENT MASON/CONCRETE FINISHER.....$ 13.65 0.26
CARPENTER, INCLUDES FORM WORK (SAN JUAN).....$ 13.42 0.44
CARPENTER, INCLUDES FORM WORK (DONA ANA).....$ 14.15 0.44

TEAM0492-003 04/01/2025
Rates Fringes
TRUCK DRIVER: DUMP (SAN JUAN).....$ 21.70 9.65

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on

the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU, UAVG, SA, or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

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

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

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

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

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

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.
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END OF GENERAL DECISION

"General Decision Number: NM20260036 05/18/2026

State: New Mexico

Construction Types: Highway

Counties: New Mexico Counties of
Catron, Chaves, Curry, De Baca, Eddy,
Grant, Hidalgo, Lea, Lincoln, Luna,
Otero, Roosevelt, Sierra and Socorro

Modification Number Publication Date
0 01/02/2026
1 05/18/2026

SUNM2011-004 08/26/2011
Rates Fringes
TRUCK DRIVER: WATER TRUCK (LEA).....$ 15.07 0.26
TRUCK DRIVER: WATER TRUCK (CATRON, CHAVES, CURRY,
DEBACA, EDDY, GRANT, HIDALGO, LINCOLN, LUNA, OTERO,
ROOSEVELT, SIERRA, SOCORRO).....$ 14.39 0.26
TRUCK DRIVER: PICKUP AND PILOT CAR (LEA).....$ 12.84 0.26
TRUCK DRIVER: PICKUP AND PILOT CAR (EDDY).....$ 12.60 0.26
TRUCK DRIVER: PICKUP AND PILOT CAR (CATRON, CHAVES,
CURRY, DEBACA, GRANT, HIDALGO, LINCOLN, LUNA,
OTERO, ROOSEVELT, SIERRA, SOCORRO).....$ 12.70 0.26
TRUCK DRIVER: FLATBED TRUCK (ROOSEVELT).....$ 13.26 0.26
TRUCK DRIVER: FLATBED TRUCK (LEA).....$ 13.05 0.26
TRUCK DRIVER: FLATBED TRUCK (EDDY).....$ 12.71 0.26
TRUCK DRIVER: FLATBED TRUCK (CATRON, CHAVES, CURRY,
DEBACA, GRANT, HIDALGO, LINCOLN, LUNA, OTERO,

SIERRA, SOCORRO).....$ 12.96 0.26
TRUCK DRIVER: DUMP TRUCK (LEA).....$ 14.61 0.26
TRUCK DRIVER: DUMP TRUCK (CATRON, CHAVES, CURRY,
DEBACA, EDDY, GRANT, HIDALGO, LINCOLN, LUNA, OTERO,
ROOSEVELT, SIERRA, SOCORRO).....$ 14.60 0.26
TRUCK DRIVER: DISTRIBUTOR (EDDY).....$ 13.70 0.26
TRUCK DRIVER: DISTRIBUTOR (CATRON, CHAVES, CURRY,
DEBACA, GRANT, HIDALGO, LEA, LINCOLN, LUNA, OTERO,
ROOSEVELT, SIERRA, SOCORRO).....$ 13.81 0.26
TRUCK DRIVER (TRACTOR HAUL TRUCK).....$ 14.00 0.00
TRUCK DRIVER (SEMI-TRAILER TRUCK).....$ 16.58 0.26
POWER EQUIPMENT OPERATOR: TRACTOR.....$ 15.40 0.26
POWER EQUIPMENT OPERATOR: SCREED.....$ 15.70 0.26
POWER EQUIPMENT OPERATOR: SCRAPER.....$ 15.91 0.26
POWER EQUIPMENT OPERATOR: ROLLER (ASPHALT, DIRT,
AND SHEEPSFOOT) (LEA).....$ 17.41 0.26
POWER EQUIPMENT OPERATOR: ROLLER (ASPHALT, DIRT,
AND SHEEPSFOOT) (DEBACA).....$ 14.19 0.75
POWER EQUIPMENT OPERATOR: ROLLER (ASPHALT, DIRT,
AND SHEEPSFOOT) (CATRON, CHAVES, CURRY, EDDY,
GRANT, HIDALGO, LINCOLN, LUNA, OTERO, ROOSEVELT,
SIERRA, SOCORRO).....$ 15.86 0.26
POWER EQUIPMENT OPERATOR: OILER.....$ 15.79 0.26
POWER EQUIPMENT OPERATOR: MECHANIC (LEA).....$ 20.69 0.26
POWER EQUIPMENT OPERATOR: MECHANIC (CATRON, CHAVES,
CURRY, DEBACA, EDDY, GRANT, HIDALGO, LINCOLN, LUNA,
OTERO, ROOSEVELT, SIERRA, SOCORRO).....$ 19.44 0.26
POWER EQUIPMENT OPERATOR: LOADER (FRONT END).....$ 16.12 0.26
POWER EQUIPMENT OPERATOR: GRADER/BLADE.....$ 18.02 0.26
POWER EQUIPMENT OPERATOR: FORKLIFT.....$ 17.16 0.26
POWER EQUIPMENT OPERATOR: BULLDOZER.....$ 16.25 0.26
POWER EQUIPMENT OPERATOR: BOBCAT/SKID LOADER.....$ 18.06 0.26
POWER EQUIPMENT OPERATOR:
BACKHOE/EXCAVATOR/TRACKHOE (LEA).....$ 16.88 0.26
POWER EQUIPMENT OPERATOR:
BACKHOE/EXCAVATOR/TRACKHOE (EDDY).....$ 14.87 0.26
POWER EQUIPMENT OPERATOR:
BACKHOE/EXCAVATOR/TRACKHOE (CATRON, CHAVES, CURRY,
DEBACA, GRANT, HIDALGO, LINCOLN, LUNA, OTERO,
ROOSEVELT, SIERRA, SOCORRO).....$ 19.92 0.26
POWER EQUIPMENT OPERATOR: (TRENCHER).....$ 16.31 0.26
POWER EQUIPMENT OPERATOR: (PILEDRIVER).....$ 17.82 0.26
POWER EQUIPMENT OPERATOR: (MILLING MACHINE).....$ 16.59 0.26
POWER EQUIPMENT OPERATOR: (DISTRIBUTOR).....$ 14.50 0.26
POWER EQUIPMENT OPERATOR: (CRUSHER).....$ 16.53 0.26
POWER EQUIPMENT OPERATOR: (BROOM).....$ 15.48 0.26

POWER EQUIPMENT OPERATOR: (ASPHALT/CONCRETE PAVER, LAYDOWN MACHINE, AND PLANT).....$ 15.42 0.26
PAINTER (BRUSH, ROLLER, AND SPRAY).....$ 15.41 0.44
LABORER, COMMON OR GENERAL (OTERO).....$ 12.73 0.35
LABORER, COMMON OR GENERAL (LUNA, ROOSEVELT).....$ 12.56 0.35
LABORER, COMMON OR GENERAL (LEA).....$ 11.61 0.35
LABORER, COMMON OR GENERAL (GRANT).....$ 10.62 0.35
LABORER, COMMON OR GENERAL (EDDY).....$ 11.78 0.35
LABORER, COMMON OR GENERAL (DEBACA).....$ 11.33 0.35
LABORER, COMMON OR GENERAL (CATRON, CHAVES, CURRY, HIDALGO, LINCOLN, SIERRA, SOCORRO).....$ 11.67 0.35
LABORER (POWER/AIR TOOL OPERATOR, INCLUDES JACK HAMMER).....$ 13.91 0.86
LABORER (PIPELAYER).....$ 19.28 0.00
LABORER (MASON TENDER-BRICK/CEMENT/CONCRETE).....$ 11.39 0.79
LABORER (GRADE CHECKER).....$ 16.18 1.60
LABORER (FLAGGER/CONE SETTER).....$ 12.56 0.35
LABORER (ASPHALT RAKER).....$ 13.00 0.35
IRONWORKER, STRUCTURAL.....$ 21.77 6.03
IRONWORKER, REINFORCING (LEA).....$ 21.77 6.03
IRONWORKER, REINFORCING (CATRON, CHAVES, CURRY, DEBACA, EDDY, GRANT, HIDALGO, LINCOLN, OTERO, ROOSEVELT, SIERRA, SOCORRO).....$ 21.66 6.03
INSTALLER: (GUARDRAILS, HANDRAILS AND SIGNS) (LEA).$ 14.62 0.30
INSTALLER: (GUARDRAILS, HANDRAILS AND SIGNS) (CATRON, CHAVES, CURRY, DEBACA, EDDY, GRANT, HIDALGO, LINCOLN, OTERO, ROOSEVELT, SIERRA, SOCORRO).....$ 13.58 0.35
HIGHWAY/PARKING LOT STRIPING: INCLUDES HIGHWAY LINE/PARKING LOT LINE STRIPING AND LINE STRIPING TRUCK DRIVER.....$ 15.93 0.35
ELECTRICIAN, INCLUDING TRAFFIC SIGNALIZATION (LEA)..$ 24.90 8.56
ELECTRICIAN, INCLUDING TRAFFIC SIGNALIZATION (CATRON, CHAVES, CURRY, DEBACA, EDDY, GRANT, HIDALGO, LINCOLN, OTERO, ROOSEVELT, SIERRA, SOCORRO).....$ 26.21 9.35
CEMENT MASON/CONCRETE FINISHER (LEA).....$ 13.74 0.68
CEMENT MASON/CONCRETE FINISHER (CATRON, CHAVES, CURRY, DEBACA, EDDY, GRANT, HIDALGO, LINCOLN, OTERO, ROOSEVELT, SIERRA, SOCORRO).....$ 14.17 0.55
CARPENTER, INCLUDES FORM WORK (LUNA).....$ 13.11 0.44
CARPENTER, INCLUDES FORM WORK (LEA).....$ 13.30 0.44
CARPENTER, INCLUDES FORM WORK (CATRON, CHAVES, CURRY, DEBACA, EDDY, GRANT, HIDALGO, LINCOLN, OTERO, ROOSEVELT, SIERRA, SOCORRO).....$ 13.93 0.44

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

Note: Executive Order 13658 generally applies to contracts subject
to the Davis-Bacon Act that were awarded on or between January 1,
2015 and January 29, 2022, and that have not been renewed or
extended on or after January 30, 2022. Executive Order 13658 does
not apply to contracts subject only to the Davis-Bacon Related Acts
regardless of when they were awarded. If a contract is subject to
Executive Order 13658, the contractor must pay all covered workers
at least $13.65 per hour (or the applicable wage rate listed on this
wage determination, if it is higher) for all hours spent performing on
the contract from May 11, 2026, through December 31, 2026. The
applicable Executive Order minimum wage rate will be adjusted annually.
Additional information on contractor requirements and worker
protections under Executive Order 13658 is available at
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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications
and wage rates that have been found to be prevailing for the

type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU, UAVG, SA, or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

Survey Rate Identifiers

The SU identifier indicates that either a single non-union

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

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

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to

davisbaconinfo@dol.gov or by mail to:
Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:
Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.
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END OF GENERAL DECISION
"

"General Decision Number: TX20260293 05/18/2026

State: Texas

Construction Types: Highway

Counties: Texas Counties of El Paso

Modification Number Publication Date
0 01/02/2026
1 05/18/2026

SATX2025-006 11/15/2023
Rates Fringes
WELDER.....$ 17.34 0.00
TRUCK DRIVER, SINGLE OR TANDEM AXLE DUMP TRUCK.....$ 16.58 0.00
TRUCK DRIVER, SINGLE AXLE.....$ 15.16 0.00
SERVICER.....$ 17.87 0.00
SCRAPER OPERATOR.....$ 18.33 0.00
REINFORCING STEEL WORKER.....$ 20.57 0.00
PIPELAYER.....$ 17.11 0.00
MOTOR GRADER OPERATOR, FINE GRADE.....$ 20.04 0.00
MILLING MACHINE OPERATOR.....$ 23.02 0.00
MECHANIC.....$ 23.84 0.00
LOADER/BACKHOE OPERATOR.....$ 17.92 0.00
LABORER, UTILITY.....$ 16.73 0.00
LABORER, COMMON.....$ 15.16 0.00
JOINT SEALER.....$ 15.16 0.00
FRONT END LOADER OPERATOR, OVER 3 CY.....$ 18.26 0.00
FRONT END LOADER OPERATOR, 3 CY OR LESS.....$ 17.42 0.00
FORM BUILDER/SETTER, STRUCTURES.....$ 19.37 0.00
EXCAVATOR OPERATOR, 50,000 POUNDS OR LESS.....$ 19.70 0.00
ELECTRICIAN.....$ 25.73 0.00
DIRECTIONAL DRILLING LOCATOR.....$ 16.50 0.00
CRANE OPERATOR, HYDRAULIC 80 TONS OR LESS.....$ 23.37 0.00
CONCRETE FINISHER, PAVING AND STRUCTURES.....$ 17.99 0.00
ASPHALT RAKER.....$ 16.28 0.00
ASPHALT PAVING MACHINE OPERATOR.....$ 19.02 0.00
ASPHALT DISTRIBUTOR OPERATOR.....$ 21.93 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 https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU, UAVG, SA, or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted

average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

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

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210
Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:
Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.
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END OF GENERAL DECISION

If no task orders are issued during the 1st Base Year the Contractor shall be entitled to a Minimum Guaranteed Contract Amount of $25,000.00.

Task orders issued against this contract shall be at least $2,000.00 (Minimum) but shall not exceed $3,000,000.00 (Maximum) per task order for the base year or any option year.

*** END OF NARRATIVE ***

Section 00 45 00 - Representations and Certifications

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		

DFARS Provisions Incorporated by Reference

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

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective

Date

52.203-2	Certificate of Independent Price Determination.	1985-04

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

(2)

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

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

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

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

(End of provision)

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

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

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

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

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

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

Small business concern-

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

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is

given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern that-

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

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

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

(b)

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

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

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

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

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

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

(c) *Representations.*

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

Equal Low Bids (Feb 2026) (Deviation)

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

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

_____ _____

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

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

Section 00 70 00 - Conditions of the Contract

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	2020-06	Alternate I	2021-11
52.228-11	Pledges of Assets (DEVIATION 2020-O0016)	2021-02	Deviation 2020-O0016	2020-04
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation)	2026-02		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7004	DoD Progress Payment Rates (DEVIATION 2020-O0010)	2014-10	Deviation 2020-O0010	2020-03

FAR Clauses Incorporated by Full Text

Number	Title	Effective	Alternate	Variation

		Date	Deviation	Effective Date
52.219-18	Notification of Competition Limited to Eligible 8(a) Participants. (Alternate I)	2022-10	Alternate I	2023-03

Alternate I (Mar 2023). If the competition is to be limited to 8(a) participants within one or more specific SBA regions or districts, add the following paragraph (a)(1)(iii) to paragraph (a) of the clause:

(iii) The offeror's approved business plan is on the file and serviced by New Mexico District and El Paso District.

52.228-15	Performance and Payment Bonds-Construction (Deviation 2020-O0016)	2020-06	Deviation 2020-O0016	2020-04

PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (APR 2020) (DEVIATION 2020-O0016)

(a) Definitions. As used in this clause-

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

(b) Amount of required bonds. Unless the resulting contract price is $150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

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

(2) Payment bonds (Standard Form 25A, except that no seal is required). The penal amount of

payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

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

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

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

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective	Alternate	Variation

		Date	Deviation	Effective Date
252.219-7010	Notification of Competition Limited to Eligible 8(a) Participants-Partnership Agreement.	2019-10		

NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) PARTICIPANTS-PARTNERSHIP AGREEMENT (OCT 2019)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in SBA's 8(a) Program and which meet the following criteria at the time of submission of offer:

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan.

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by SBA.

(3) If the competition is to be limited to 8(a) concerns within one or more specific SBA regions or districts, then the offeror's approved business plan is on the file and serviced by SBA District Offices for New Mexico and El Paso Texas.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Unless SBA has waived the requirements of paragraphs (d)(1)(i) through (iii) and (d)(2) of this clause in accordance with 13 CFR 121.1204, a small business concern that provides an end item it did not manufacture, process, or produce, shall-

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas; for kit assemblers, see paragraph (d)(2) of this clause instead;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) When the end item being acquired is a kit of supplies, at least 50 percent of the total cost of the components of the kit shall be manufactured, processed, or produced by small businesses in the United States or its outlying areas.

(3) The requirements of paragraphs (d)(1)(i) through (iii) and (d)(2) of this clause do not apply to construction or service contracts.

(e) The ____ *[insert name of SBA's contractor]* will notify the MICC Fort Bliss Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

Section 00 72 00 - General Conditions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.202-1	Definitions.	2020-06		
52.203-3	Gratuities.	1984-04		
52.203-5	Covenant Against Contingent Fees.	2014-05		
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	2014-05		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.204-13	System for Award Management-Maintenance. (Deviation)	2026-02		
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations.	2026-02		

	(Deviation)	
52.211-13	Time Extensions.	2000-09
52.214-18	Preparation of Bids-Construction.	1984-04
52.214-19	Contract Award-Sealed Bidding-Construction.	1996-08
52.214-29	Order of Precedence-Sealed Bidding.	1986-01
52.219-6	Notice of Total Small Business Set-Aside. (Deviation)	2026-02
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05
52.223-23	Sustainable Products. (Deviation)	2026-02
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.227-1	Authorization and Consent.	2020-06
52.227-2	Notice and Assistance Regarding Patent and Copyright	2020-06

	Infringement.			
52.227-4	Patent Indemnity-Construction Contracts.	2007-12		
52.228-2	Additional Bond Security.	1997-10		
52.228-14	Irrevocable Letter of Credit.	2014-11		
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee).	2021-02		
52.232-8	Discounts for Prompt Payment.	2002-02		
52.232-15	Progress Payments Not Included.	1984-04		
52.232-27	Prompt Payment for Construction Contracts.	2017-01		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10		
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03		
52.233-1	Disputes. (Deviation)	2026-02		
52.233-1	Disputes. (Deviation) (Alternate I)	2026-02	Alternate I	2026-02
52.233-3	Protest after Award. (Deviation)	2026-02		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation)	2026-02		
52.236-5	Material and Workmanship.	2026-02		

	(Deviation)	
52.236-6	Superintendence by the Contractor. (Deviation 2026-O0038)	2026-02
52.236-7	Permits and Responsibilities. (Deviation)	2026-02
52.236-17	Layout of Work. (Deviation)	2026-02
52.237-3	Continuity of Services.	1991-01
52.242-14	Suspension of Work.	1984-04
52.243-5	Changes and Changed Conditions. (Deviation)	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation)	2026-02
52.246-12	Inspection of Construction.	1996-08
52.246-13	Inspection-Dismantling, Demolition, or Removal of Improvements.	1996-08
52.246-21	Warranty of Construction.	1994-03
52.246-23	Limitation of Liability.	1997-02
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	1984-04
52.249-2	Termination for Convenience of the Government (Fixed-Price).	2012-04
52.249-10	Default (Fixed-Price	1984-04

Construction).

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	2023-01		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7000	Disclosure of Information.	2016-10		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment	2023-01		

	or Services.	
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7048	Export-Controlled Items.	2013-06
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12
252.236-7000	Modification Proposals--Price Breakdown.	1991-12
252.236-7007	Additive or Deductive Items.	1991-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	2010-10
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective	Alternate	Variation

		Date	Deviation	Effective Date
52.211-12	Liquidated Damages-Construction.	2000-09		

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $1,605.54 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.216-18	Ordering.	2020-08		

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from May 2, 2027, through May 1, 2028 in the base year; May 2, 2028, through May 1, 2029 for Option Year 1; May 2, 2029, through May 1, 2030 for Option Year 2; May 2, 2030, through May 1, 2031 for Option Year 3; May 2, 2031, through May 1, 2032 for Option Year 4. If the -8 extension is used, the ultimate ordering date is November 1, 2032.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations. 1995-10

Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $2,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of $3,000,000.00;

(2) Any order for a combination of items in excess of 100% of the total estimated contract value; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity. (Deviation) 2026-02

Indefinite Quantity (Feb 2026) (Deviation)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after 2 November 2032.

(End of clause)

52.217-8	Option to Extend Services.	1999-11

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 Days.

(End of clause)

52.217-9	Option to Extend the Term of the Contract.	2000-03

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 Days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 Years and 6 months.

(End of clause)

52.219-14	Limitations on Subcontracting. (Deviation 2026-O0038)	2026-02

Limitations on Subcontracting (Feb 2026) (Deviation 2026-O0038)

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

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

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

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

(c) *Applicability.* This clause applies only to-

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

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

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

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

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

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

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

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

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

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

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

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

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

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

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

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

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

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

(End of clause)

52.219-17 Section 8(a) Award. 2019-10

Section 8(a) Award (Oct 2019)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section8(a) of the Small Business Act, as amended (15 U.S.C.637(a)).

(2) Except for novation agreements, delegates to the MICC Fort Bliss the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the MICC Fort Bliss Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(End of clause)

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

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation 2026-O0038)

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

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

Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

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

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) 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 officer 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:

(1) The Contractor represents that it is, is not a small business concern under 237310 NAICS Code assigned to ____contract number.

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

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

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it is, is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

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

(End of clause)

52.222-31	Construction Wage Rate Requirements-Price Adjustment (Percentage Method).	2018-08

Construction Wage Rate Requirements-Price Adjustment (Percentage Method) (Aug 2018)

(a) The wage determination issued under the Construction Wage Rate Requirements statute by the Administrator, Wage and Hour Division, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will adjust the portion of the contract price or contract unit price(s) containing the labor costs subject to the Construction Wage Rate Requirements statute to provide for an increase in wages and fringe benefits at the exercise of each option to extend the term of the contract in accordance with the following procedures:

(1) The Contracting Officer has determined that the portion of the contract price or contract unit price(s) containing labor costs subject to the Construction Wage Rate Requirements statute is 2 percent.

(2) The Contracting Officer will increase the portion of the contract price or contract unit price(s) containing the labor costs subject to the Construction Wage Rate Requirements statute by the percentage rate published in Engineering News-Record (ENR), Construction Cost Index.

(c) The Contracting Officer will make the price adjustment at the exercise of each option to extend the term of the contract. This adjustment is the only adjustment that the Contracting Officer will make to cover any increases in wages and benefits as a result of-

(1) Incorporation of the Department of Labor's wage determination applicable at the exercise of the option to extend the term of the contract;

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Construction Wage Rate Requirements statute.

(End of clause)

52.225-9	Buy American-Construction Materials. (Deviation)	2026-02

Buy American-Construction Materials (Feb 2026) (Deviation)

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

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

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

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

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

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

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

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

Cost of components means-

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

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

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

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

Domestic construction material means-

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

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

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

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

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

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

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

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

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

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

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

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

(b) Domestic preference.

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

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

None

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

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

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

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

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

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

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

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

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

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

(ii) The application of the restriction of the Buy American statute 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 statute.

(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 or Balance of Payments Program.

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

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1:			
Foreign construction material.	———	———	———
Domestic construction material.	———	———	———
Item 2:			

Foreign construction material.		———	———
Domestic construction material.	———	———	———

(End of clause)

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

Payments under Fixed-Price Construction Contracts (May 2014)

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

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

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

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

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

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

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

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

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on

the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-

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

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

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

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

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

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

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

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

____ (Name)

____ (Title)

____ (Date)

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

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

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

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

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

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

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

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

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

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

bond premiums.

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

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

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

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

(End of clause)

52.232-32 Performance-Based Payments. 2012-04

Performance-Based Payments (Apr 2012)

(a) *Amount of payments and limitations on payments*. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment*. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (a) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid

under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments*. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) 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) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under 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 following 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 (f)(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, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based 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.

(g) *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. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls*. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access*. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default*. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation 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.

(l) *Content of Contractor's request for performance-based payment*. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification*. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

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

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on ____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on ____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated ____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.248-3 Value Engineering-Construction. 2025-10

Value Engineering-Construction (Oct 2025)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) of this clause.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

Collateral savings, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

Contractor's development and implementation costs, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

Government costs, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

Instant contract savings, as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) of this clause).

Value engineering change proposal (VECP) means a proposal that-

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change-

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (7) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed,

the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) of this clause.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in

part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing-

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by-

(i) 45 percent for fixed-price contracts; or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to-

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $90,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering-Construction clause of contract ____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov/

(End of clause)

52.252-6 Authorized Deviations in Clauses. 2020-11

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.219-7009	Section 8(a) Direct Award.	2018-10		

SECTION 8(a) DIRECT AWARD (OCT 2018)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8 (a) Contractor under the 8(a) Program. The cognizant SBA district office is:

El Paso District
New Mexico District

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that it will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.515), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(End of clause)

252.236-7001 Contract Drawings and Specifications. 2000-08

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

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

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

The Government will provide the Contractor one (1) full set of construction Drawings and Specifications for each Task Order awarded.

(End of clause)

Section 00 73 00 - Supplementary Conditions

Overall Contract Inspection/Acceptance Locations

Overall Contract Delivery Period

FAR Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

Construction Invoice

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

Construction Invoice

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W911SG
Admin DoDAAC	W911SG
Inspect By DoDAAC	W583FE
Ship To Code	W583FE
Service Approver (DoDAAC)	W583FE

Service Acceptor (DoDAAC)	W583FE

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

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

(g) *WAWF point of contact.*

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

Inspector/Acceptor: Jose Aguilar at jose.r.aguilar21@army.mil

Contract Administrator: Jakeb James at jakeb.i.james.civ@army.mil

Contracting Officer: Flor Sanchez at flor.f.sanchez.civ@army.mil

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

(End of clause)

Section 01 00 00 - General Requirements

Department of the Army

US ARMY Installation Management Command

Headquarters United States Army Garrison

Fort Bliss, Texas 79916

Statement of Work Paving IDIQ

Work Order: FE 10031 4J

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1. GENERAL INFORMATION.

1.1. Place of Performance. The work to be performed under this contract shall be performed in Texas and New Mexico, hereafter referred to as the Fort Bliss Installation (including all Training Ranges).

1.2. Objectives. This is a construction contract to provide non-personal services for repairs, construction, and maintenance for road and related infrastructure throughout the Fort Bliss Installation. Contractor shall furnish construction and related services to the Government in a professional and collaborative environment to sustain mission requirements. Construction services and finished products shall be delivered on schedule, safely, and compliant with regulatory codes and standards.

1.3. Description of Work. Successful implementation of this contract requires the Contractor to deliver and execute the following services, as associated with paving construction:

1.3.1. Administration, documentation & delivery of requisite deliverables commissioning, systems operation and verification construction, permanent & temporary consultation, evaluation, assessment, coordination, project & construction management services, deconstruction, demolition, disposal emergency services maintenance, inspection, surveying, testing protection of existing features, quality control, safety management, training, record, as-built drawings creation and computer drafting, traffic control, warranty, and support and services.

1.3.2. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and non-personal services necessary to perform work on paving infrastructure as per this contract and incidental tasks related to successful implementation. The Government shall not exercise any supervision or control over the Subcontractors performing the construction herein. Such construction Subcontractors shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.3.3. The Contractor shall provide all equipment and tools necessary to complete the scope of work as described in this document. The Contractor shall provide maximum protection, take every

reasonable means, and exercise care to prevent unnecessary damage to existing historic structures, contemporary structures, equipment, landscape plantings, natural features, roads, utilities, and other public or private facilities.

1.3.4. The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work.

1.3.5. The Contractor shall comply with applicable laws and regulations, including Federal Law, New Mexico and Texas State Laws, Occupational Safety and Health Administration (OSHA) Laws and regulations, Part 6 of this Statement of Work (SOW) and precipitating codes.

1.4. Period of Performance. The contract duration comprises a base year and four one-year options for a total of 60 months.

1.5. Occupancy. Work for this contract shall be accomplished for facilities and infrastructure including single and multi-story assembly, business, educational, industrial, high hazard, institutional, residential, storage, utility type facilities, maintenance facilities, access control points, roads, parks, ranges, and airfield. The facilities being worked in on any executed Task Orders (TOs) under this contract may be occupied throughout the course of the work. Adequate protection of people and property shall be provided at all times. The work shall proceed in such a manner as to prevent undue spread of dust and flying particles to personal property or equipment within the buildings. The Contractor is responsible for any damage, spreading of dust, and flying particles to personal property or equipment within the buildings. The Contractor shall correct, repair, or replace the damaged property or equipment to the satisfaction of the KO at no additional expense to the Government. Nothing in this paragraph shall be construed to relieve the Contractor, its subcontractors at any tier, or their employees from liability for personal injury they cause.

1.6. Attachments. The following attachments are incorporated into this Contract. However, the Contractor is responsible for complying with the most current versions of all applicable Army Regulations, Department of Defense (DoD) directives, and local installation policies. These attachments are subject to modification by the Government at any time to ensure continued alignment with the Army's mission and updated regulatory requirements. In the event an attachment or form is updated by a higher authority, the most recent version shall supersede those currently on file and will be implemented via contract modification or administrative notice as determined by the Contracting Officer (KO).

a. The Army Radiation Permit (ARP) requirements.pdf

b. As-built Requirements.pdf

c. Construction and Demolition Sample Report

d. Contractor Requirements Document.pdf

e. DD FORM 1354.pdf

f. DPW-RFI Template Blank Form V.1.2

g. DPW SUBMITTAL FORM V.1

h. Fire Prevention Construction Guide.pdf

i. iWATCH Training for Contractors.pdf

j. SF 1413 Statement and Acknowledgement for Subcontractors.pdf

k. Site Clearance and Line Markings Permit.pdf

l. NMDOT Spec.pdf

m. TxDOT Spec.pdf

n. Unified Facilities Guide Specifications (UFGS) Package

UFGS 02 41 00 Demolition.pdf

UFGS 03 30 00 Cast-in-Place Concrete.pdf

UFGS 03 45 33 Precast Structural Concrete.pdf

UFGS 05 52 00 Metal Railings.pdf

UFGS 10 14 53 Traffic Signage.pdf

UFGS 26 00 00 Electrical.pdf

UFGS 31 00 00 Earthwork.pdf

UFGS 31 11 00 Clearing and Grubbing.pdf

UFGS 32 01 11.51 Rubber and Paint Removal -Airfield.pdf

UFGS 32 01 13.62 Asphalt Surface Treatment.pdf

UFGS 32 01 16.71 Cold Milling Asphalt Paving.pdf

UFGS 32 01 16.75 Heater Scarifying of Asphalt Paving.pdf

UFGS 32 01 17.61 Sealing Cracks in Asphalt Paving.pdf

UFGS 32 01 19.61 Sealing Cracks in Asphalt Paving.pdf

UFGS 32 11 20 Base Course.pdf

UFGS 32 11 33.13 Cement Stabilized Soil.pdf

UFGS 32 12 13 Bituminous Tack and Prime Coats.pdf

UFGS 32 12 15.13 Asphalt Paving for Airfields.pdf

UFGS 32 12 16 Hot-Mix Asphalt HMA for Roads.pdf

UFGS 32 13 13.06 Portland Cement Concrete Pavement for Roads.pdf

UFGS 32 16 19 Concrete Curbs Gutters and Sidewalks.pdf

UFGS 32 17 23 Pavement Markings.pdf

UFGS 32 31 13 Chain Link Fences and gates.pdf

UFGS 32 84 23 Underground Sprinkler Systems.pdf

UFGS 32 93 00 Exterior Improvements Plants.pdf

R - UFGS 33 40 00 Storm Drainage Utilities.pdf

R - UFGS 34 71 13.16 Vehicle Crash Barriers.pdf

1.7. Qualifications. The Contractor shall possess a minimum of five (5) years of continuous experience in comparable work, type, and complexity of construction categories shown in this document. Contractor shall provide key personnel resumes to the KO for review as part of the bid package.

1.8. Inspection Requirements. The Contractor shall be responsible for performing or having performed all inspections and tests necessary to substantiate that the raw materials, components, intermediate assemblies, and end products furnished & installed under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts.

1.8.1. Inspection, Dismantling, Demolition, or Removal of Improvements. Unless otherwise designated by the specifications, all workmanship performed under the contract is always subject to Government inspection and places where dismantling or demolition work is being performed. The Contractor shall furnish promptly, and at no increase in contract price, all reasonable facilities, labor, and materials necessary for safe and convenient inspection by the Government. The Government will perform inspections in a manner that will not unduly delay the work.

1.8.2. The Contractor is responsible for damage to property caused by defective workmanship. The Contractor shall segregate and remove from the premises any unsatisfactory facilities,

materials, and equipment used in contract performance, and replace them with satisfactory items within seventy-two (72) hours of written notice. The Contractor and any surety shall be liable, to the extent specified in the contract for any damage or cost of repair or replacement.

1.8.3. The Contractor shall ensure communication lines and infrastructure are not damaged during any phase of construction. The Contractor shall comply with the most current versions of UFC 3-580-01 (Telecommunications Interior Infrastructure Planning and Design), UFC 3-550-01 (Exterior Electrical Power Control and Communication Systems), and all applicable Army Information Systems Engineering Command (USAISEC) standards. The Contractor is responsible for field-verifying the location of all utility and communication lines prior to the commencement of work.

1.9. Inspection of Construction. The Contractor shall maintain an adequate inspection system and perform such inspections as it will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer (KO) and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

1.9.1. Government inspections and tests are for the sole benefit of the Government and do not relieve the Contractor of responsibility for providing adequate quality control measures; relieve the Contractor of responsibility for damage to or loss of the material before acceptance; constitute or imply acceptance; or affect the continuing rights of the Government after acceptance of the completed work.

1.9.2. The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the KO's written authorization.

1.9.3. The Contractor shall promptly furnish all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the KO. The Contractor is responsible for all cost for additional testing when work is not ready at the time specified by the Contractor for inspection. The Government will perform all inspections of all tests. Special, full size, and performance tests shall be performed as described in the contract.

1.10. Reporting Fire and Safety Hazards. The Contractor shall provide OSHA training to its personnel to recognize fire and safety hazards and encourage personnel in the performance of their duties to report fire and safety hazards and unsafe conditions to their supervisor. The Contactor shall take corrective action to remedy reported deficiencies in accordance with (IAW) the terms of this contract. All OSHA training shall be submitted with the Safety Plan (see 1.17.1). The COR shall be notified of deficiencies beyond the terms of this contract.

1.10.1. Project Completion Acceptance. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its Subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. Unless otherwise specified in the contract, the COR will accept, as promptly as practicable after completion and inspection, all work required by the contract. Acceptance shall be final and conclusive except for

latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

1.11. Hours of Operation. The Contractor shall perform all work during normal work hours. Normal work hours are defined as the time from 0700 to 1600 hours Mountain Standard Time (MST), Mondays through Fridays except on Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor will not be reimbursed when the Government facility is closed for the above reasons. The Contractor must always maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons.

1.12. Federal Government Holidays. This list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination regarding applicable paid holidays. In the event that the Federal Government establishes a new holiday or modifies the existing schedule during the period of performance, the Contractor shall comply with the updated Government holiday schedule

New Year's Day 1st day of January

Martin Luther King Jr.'s Birthday 3rd Monday of January

Presidents' Day 3rd Monday of February

Memorial Day Last Monday of May

Juneteenth 19th day of June

Independence Day 4th day of July

Labor Day 1st Monday of September

Columbus Day 2nd Monday of October

Veterans Day 11th day of November

Thanksgiving Day 4th Thursday of November

Christmas Day 25th day of December

1.12.1. When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a legal holiday. This list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination regarding applicable paid holidays.

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

1.12.3. When the Government grants excused absences to its employees, the Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled and shall be guided by the instructions issued by the KO or the Contracting Officer Representative (COR).

1.12.4. If Government personnel are furloughed, the Contractor shall contact the KO to receive directions. It is the Government's decision as to whether the contract price/cost will be affected because of Government shutdown and/or furloughed Government employees. If Government shutdown and/or furloughed Government employee does impact contract price/cost, a negotiated settlement will be reached as deemed appropriate by the KO.

1.13. Approval of Work outside Normal Work Hours. Coordination of work other than normal work hours of the military reservation requires Contractor receipt of prior written approval from KO and will be based upon the requirements of the task, technical or safety factors and not for the convenience of the Contractor. This is not intended to restrict the Contractor to an 8-hour day if the segment of project requires continuous work until completed because of mission requirements, the technical nature thereof, in the interest of safety, or to prevent damage to the project or other property. The Contractor shall give prior notice of such requirements to the KO and COR. When weekend or holiday work is required, the Contractor shall make his request to perform work to the KO and COR not less than 48 hours in advance so that arrangements may be made to provide full-time inspection of the work. When the Government requires the Contractor to work outside normal hours, the Contractor will be notified at the onset of the project, but not less than 24 hours in advance.

1.14. Security Requirements. Contractor personnel and their employees who are assigned to work in a secure facility shall be escorted by the activity that owns the secure facility.

1.15. Physical Security. The Contractor shall be responsible for safeguarding all Government equipment, information and property provided for Contractor use IAW Army Regulation (AR) 190-13, The Army Physical Security Program. At the close of each work period, Government facilities, equipment and materials shall be secured by the Contractor.

1.16. Key Control. The Contractor shall establish and implement methods of making sure all keys /key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons.

1.16.1. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the KO, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re- keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of lock or locks shall be reimbursed by the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Contractor. Any Government property stolen or damaged in association with keys being duplicated, misplaced, or lost by the Contractor personnel, shall be replaced by Contractor. Contractor shall only give keys to their employees. Contractor shall only allow personnel in an area who are either a Contractor employee performing their duties or someone the KO has authorized to allow in.

1.16.2. Lock Combinations. The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.16.3. Security of Classified Items, Systems and Information. The Contractor shall not have access to classified information; however, should classified documents fall into the possession of the Contractor, the Contractor shall immediately contact the COR for disposition instructions.

1.17. Safety. The Contractor shall provide a safe working environment for key consultants and all persons in his/her employ as prescribed by United States Army Corps of Engineers (USACE) Engineering Manual (EM) 385-1-1, "Safety and Occupational Health (SOH) Requirements Manual" and 29 Code of Federal Regulation (CFR) 1910 "Occupational Health and Safety" and all other applicable Department of Defense (DoD), Army, Federal, State, and Local safety and health requirements. The Contractor shall be responsible for all damages to persons and property that occur in connection with the work and service under this contract, without recourse against the Government.

1.17.1. Safety Plan Requirements. In addition to umbrella contract safety plan, Contractor shall submit a site-specific safety plan during pre-construction meeting. All Contractors and their employees working on the confines of the Fort Bliss Installation will be required to abide by the standards outlined in Part 6, Applicable Publications and Forms. Some of these standards, codes, regulations, and manuals are subject to change and it is the responsibility of the Contractor to be acquainted with all current issues and any changes thereto. The Contractor shall establish and maintain a safety plan of which a draft plan shall be submitted to the KO fourteen (14) days after award. Contractor's final Contract Safety Plan shall be submitted no later than (NTL) twenty (20) calendar days after contract award.

1.18. Accident Prevention Plan (APP). The Contractor shall comply with 29 CFR part 1926, 29 CFR part 1910, all state and local occupational safety and health requirements, and the requirements of EM 385-1-1, U.S. Army Corps of Engineers Safety and Occupational Health (SOH) Requirements Manual. The Contractor is responsible for accident prevention and safety and shall establish and maintain an effective system to safeguard the public, Government

personnel, and property. The Contractor shall provide a written site-specific APP per task order (TO) that documents project, contract, and job-specific potential hazards and the company policies, controls, and work practices used to minimize those hazards. The APP shall be developed by a "Competent Person" (per EM 385-1-1, 2-2.p and 2.4.c). Submit the APP for review and acceptance by the KO and COR fourteen (14) calendar days after award; field work may not begin until the APP is accepted. If the design scope includes borings or subsurface investigations, the APP must include specific verification techniques (e.g., utility locating, potholing, or hand digging within two feet of known utilities). Notify the KO and COR 14 days prior to the start of any subsurface investigations.

1.18.1. The Contractor shall prepare the written site-specific APP. The APP shall meet the minimum basic outline requirements contained in EM 385-1-1, 2-6 and 2-7, covering all paragraph and subparagraph elements. The APP must be signed by a representative of the Prime Contractor's corporate office authorized to obligate the company, as well as the individual preparing the APP, the on-site superintendent, the Site Safety and Health Officer (SSHO), and the Quality Control (QC) Manager. The Prime Contractor is the "controlling authority" for all work site safety. The APP must describe methods to evaluate and monitor Subcontractor safety performance. The SSHO must maintain the APP and a log of signatures by each Subcontractor foreman on-site, attesting that they have read and understand the plan. Unless otherwise approved, Quality Control personnel shall conduct and document daily safety inspections.

1.18.2. Once accepted, the APP and its attachments will be enforced as part of the Contract. Disregarding these provisions is cause of stopping work at the Contracting Officer's discretion. The Contractor shall continuously review and amend the APP throughout the life of the Contract to incorporate unusual or high-hazard activities as they are discovered. Should any imminent danger become evident, the Contractor shall stop work, secure the area, and notify the KO and COR immediately. The DPW PM shall be notified of all accidents within one (1) hour of the occurrence. In the interim, the Contractor shall take all necessary action to restore safe conditions for personnel, the public (per ASSP A10.34), and the environment.

1.19. Activity Hazard Analysis (AHA). Before beginning each activity, the Contractor shall prepare a task-specific AHA. AHAs shall be developed by a "Competent Person" and include work performed by Subcontractors and measures to control hazards associated with materials or equipment provided by suppliers. For a non-mandatory formatted outline, see ENG Form 6206. All AHAs must be signed by a representative of the Prime Contractor's corporate office, the SSHO, Superintendent, QC Manager, and the Subcontractor Foreman performing the work. Submit AHAs to the KO and COR for review at least 14 working days after award. The Government reserves the right to require revisions if the AHA fails to effectively identify work sequences, hazards, or control measures. AHAs must identify "Competent Persons" required for high-risk activities, including confined space entry, crane operations, excavations, and electrical work.

1.19.1. AHA Management. The Contractor shall conduct a supervisory safety meeting at least monthly to review safety performance and upcoming work activities. As part of this meeting, the Contractor shall review the AHA list to ensure procedures, scheduling, and hazard controls remain

current. The AHA list shall be updated as necessary when work conditions or hazards change. The SSHO shall utilize the AHA during daily inspections to ensure the implementation and effectiveness of the required safety and health controls for each work activity.

1.19.2. AHA Signature Log. Each employee performing work as part of an activity, task, or Definable Feature of Work (DFOW) must review the AHA for that work and sign a signature log specifically maintained for that AHA prior to starting work on that activity. The Site Safety and Health Officer (SSHO) must maintain a signature log on-site for every AHA. The Contractor shall ensure these signature logs are made available to the Government for review immediately upon request.

1.19.3. For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall: provide appropriate safety barricades, signs, and signal lights; Comply with the standards issued by the Secretary of Labor at 29 Code of Federal Regulations (CFR) part 1926 and 29 CFR part 1910; and ensure that any additional measures the KO determines to be reasonably necessary for the purposes are taken.

1.19.4. If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

1.19.5. The COR will report all deficiencies or recurring deficiencies that could indicate a trend by using the Mission and Installation Contracting Command (MICC) Corrective Action Request (CAR) Form. The Corrective Action Request will state the Contract Requirement, the specific contract reference, and the specific violation(s) to the requirement. The COR will submit the completed CAR to the Quality Assurance Specialist (QAS) for review. Upon verification, the QAS will forward the CAR to the Contract Specialist (KS) for processing, who will then provide it to the Contracting Officer (KO) for issuance. The KO will notify the Contractor and request corrective action to the specific non-conformance, identification of the root cause, and corrective action for the root cause with a required suspense date. The KO may require the Contractor to re-perform any services that do not meet contract requirements at no additional cost to the Government. The Contractor will return a copy of the completed and signed CAR along with their Corrective Action Plan (CAP) for review, approval, and inclusion in the CAR file. The KO and COR will not consider the CAR closed until all deficiencies have been corrected and all agreed-upon actions of CAP have been completed. Contractor's failure to follow through and complete corrective actions will be reported immediately to the KO for further action. The COR will follow up after the Contractor has completed the corrective action to ensure that the Contractor's corrective action was sufficient to preclude recurrence. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued.

1.20. Environment and OSHA. The Contractor shall comply with all local, State, and Federal environmental and occupational safety laws, rules, and regulations. Any apparent conflict between compliance with such local, State, and Federal environmental and occupational safety laws, rules, regulations, and compliance with the requirements of the contract shall be immediately brought to the attention of the KO or authorized representative for final resolution. The Contractor shall notify

the KO or COR in writing in addition to any verbal notification of such conflict. The Contractor shall be liable for all fines, penalties, and costs which result from violations of, or failure to comply with, all such local State, or Federal laws, rules, and regulations. All unsafe acts or conditions fostered by the Contractor or Contractor personnel may be grounds for the KO to halt all Contractor performance with a commensurate deduction of monies due to the Contractor until such unsafe conditions are corrected. The Contractor shall take due caution not to endanger personnel during performance of this contract. Upon discovery of a serious hazard such as fire, or large fuel spill, the Contractor shall notify the KO and COR.

1.21. Reporting Mishaps. The Contractor shall adhere to reporting of mishaps IAW AR 385- 10, The Army Safety Program and Department of the Army (DA) Pam 385-40, Army Accident Investigations and Reporting. In addition, the Contractor shall report: (1) injury or occupational illness to on-duty Contractors; (2) Contractor accidents involving Army property and personnel.

1.22. Personnel Safety. The Contractor shall immediately correct all safety deficiencies upon notification of the deficiencies by the KO and COR, and shall notify the KO of the corrective action to be taken.

1.23. Personnel. For purposes of this contract the term "personnel" or "employee(s)" refers to any person performing work related to this contract, the Contractor's employees, agents, representatives, or Subcontractors. The Contractor shall staff this effort with trained, competent and capable employee(s) for the work they are assigned to. Contractor personnel shall present a clean, neat, and professional appearance. The Contractor shall ensure that employees meet all applicable federal, state, local, and installation certification, licensing, medical requirements, and qualifications to perform all assigned tasks and functions as defined in this contract prior to commencement of work. The Contractor shall not permit any personnel to work under this contract if such person is identified by a Government authorized representative to the Contractor as a potential threat to the health, safety, security, general well-being, or operational mission of the Army and Fort Bliss Installation. All Contractor personnel shall comply with installation security, access procedures, and Contractor's Safety Plans

1.23.1. Work Authorization. Contractor personnel shall either be United States Citizens or authorized to work in the United States or possess a valid U.S. Immigration T-151 or I-94, Alien Registration Card.

1.23.2. Identification of Contractor Employees. The Contractor (to include Subcontractors) shall provide each employee an Identification (ID) Badge, which includes at a minimum, the Company Name, Employee Name and a color photo of the employee. ID Badges for Key Personnel shall also indicate their job title. ID Badges shall be always worn during which the employee is performing work under this contract. Each Contractor (to include Subcontractors) employees shall wear the ID Badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such wear. The Contractor (to include Subcontractors) shall be responsible for collection of ID Badges upon completion of the contract or termination of employee. A listing of issued identification cards shall be furnished to the KO prior to the contract performance date and updated as needed to reflect Contractor and Subcontractor personnel changes. All contract personnel attending meetings, answering Government telephones,

and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.23.3. Conflict of Interest and Employment of Government Personnel. The Contractor shall not knowingly employ any person who is a U.S. Government employee if employing that person would create a conflict of interest. Additionally, subcontracted parties and service providers shall not knowingly employ any person who is an employee of the Government, either military or civilian, unless such person seeks and receives written approval according to DoD Directive 5500.07-R, Joint Ethics Regulations (JER) by the individual's commander or director. A copy of the authorization will be provided to the COR. In addition, the Contractor is prohibited from employing Government Quality Assurance Representatives (QAR) whom the Contractor knows or should have known are responsible for monitoring any contracts/subcontracts awarded to the service provider.

1.23.4. Conduct of Employees. Employees shall conduct themselves IAW installation policies concerning conduct and DoD Directive 5500.07-R, JER. The KO may require the Contractor to remove from the job site any employee working under this contract for reason of misconduct, security, found to be, or suspected to be under the influence of alcohol, drugs, or other incapacitating agents. Contractor employees shall be subject to dismissal from the premises if such action is necessary in the best interests of the Government. The removal from the job site or dismissal from the premises shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the services as required by this SOW.

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

1.23.6. Contractor Vehicles. All Contractor vehicles shall be readily identifiable. Identification shall include displaying Contractor's name in a clear and unobstructed location on the vehicle. Motor vehicles entering Fort Bliss Installation shall be properly licensed.

1.24. Gate Policy for Fort Bliss Installation. All Contractor personnel must get their passes at the Chaffee Commercial Pass Office. Fort Bliss Installation has started implementing a rapid pass gate entry security service. Under the rapid pass program, Contractor personnel are vetted through a series of national and local record checks to determine whether they meet Fort Bliss Installation criteria for access. The determination of whether to authorize a pass (badge) is made by the Government. Participation in the rapid pass program is optional. The number of gates open to non-registered Contractor personnel will be limited to gates which can safely accommodate traffic backups. However, all gates will be open to rapid pass registered Contractor personnel. Contractors who choose not to participate in the rapid pass program will be required to obtain a daily pass. Installation access requirements and procedures may change during the term of the contract. The Contractor shall comply with all changes, and such compliance shall not be grounds for a request for an equitable adjustment or other contract modification.

1.25. Contractor Advertising. The Contractor shall not place or display advertising of any kind on Government property.

1.26. Supervision of Contractor Employees. The Government will not exercise any supervision or control over Contractor or Subcontractor employees while performing work under the contract. Such employees shall be accountable solely to the Contractor, not the Government. The Contractor, in turn, shall be accountable to the Government for Contractor or Subcontractor employees.

1.26.1. The Contractor shall provide the necessary personnel to accomplish all work within the time frames specified for each Task Order (TO). The Contractor's staff shall meet or exceed the position requirements as stated in the TO. The Contractor shall provide experienced and knowledgeable personnel in civil, structural, architectural, mechanical, and electrical engineering disciplines. The replacement and alternate staff shall meet or exceed the same minimum qualifications as stated in the TO. The Contractor's staff shall be able to understand, speak, read, and write the English language fluently.

1.27. Key Personnel. Key personnel include the Program Manager (PM), Superintendent, Site Safety Health Officer (SSHO) and Quality Control Manager (QCM). These positions are distinct and shall not be combined or filled by the same individual. The Contractor shall provide key personnel resumes to the KO for review and acceptance. The Contractor shall designate these individuals in writing and provide cell phone numbers to the KO prior to performance. The Government has the right to reject the Contractor's choice of key personnel for failure to meet the qualification standards incorporated into the contract. If key personnel is to be replaced, the Contractor shall notify the KO within 24 hours and the alternate Program Manager or QCM shall be identified. The alternates shall meet or exceed the same qualifications as the initial Program Manager and QCM.

1.28. Program Manager. The Contractor shall provide a Program Manager (PM) with full authority to contractually commit the Contractor for prompt action on matters pertaining to Contractor administration of the contract. The Contractor shall provide a PM with a minimum of five (5) years of experience supervising construction projects like those required by this contract. The PM shall have full authority to act for the Contractor on all contracting, construction, scheduling, resourcing, and/or personnel matters and issues brought to attention by the Government and provide answers or decisions within the limits of the Contract and TO specifications.

1.28.1. The Contractor shall provide a qualified on-site Project Manager (PM) responsible for the overall management, coordination, and performance of all work under the TO. The PM shall resolve construction problems in addition to coordinating with Subcontractors, construction personnel, and Government personnel. The PM shall have full authority to order supplies, to direct Contractor employees to enter or leave job sites, sign all TO submittal transmittal sheets, and to contractually commit the Contractor for prompt action. On a temporary basis only, another individual may be designated to act for the on-site PM. However, one (1) workday advanced written notice of such change shall be provided to the COR and KO other than illness or emergency.

1.28.2. The PM shall maintain a file at the job site and be available to KO and COR upon request. The file shall include, but not be limited to, current project documents, executed TO, contract drawings, contract specifications, Quality Control Plan (QCP), as-built drawings, and modifications.

1.29. Superintendent. The Contractor shall provide a qualified on-site Superintendent and shall be designated in writing (listing name, address, and 24-hour telephone number) to the COR. The Superintendent shall have a minimum of five (5) years of experience supervising and managing Commercial or Federal construction projects similar in scope to those that will be required by this contract (i.e. - more than 5 projects simultaneously). The Superintendent shall be responsible for the overall performance, management, and coordination of the TO and shall be the central point of contact with the DPW for the performance of all work under each TO. Another individual may be designated to act for the Superintendent; however, advanced notice in writing of such change shall be provided to the COR within ten (10) workdays of the proposed change. The Superintendent or Alternate Superintendent shall be physically present at the on-site location while work is being performed, except on Federal Holidays.

1.29.1. The Government has the right to direct the Contractor to replace any individual functioning as Superintendent if the individual fails to perform IAW the requirements of contract. Any replacement Superintendent shall meet the criteria stated in the Contractor's proposal that was evaluated for award of the contract.

1.29.2. The Superintendent shall maintain a file at the job site and be available to the KO and COR upon request. The file shall include, but not be limited to, current project documents, executed TO, RTOP, contract drawings, contract specifications, Quality Control Plan (QCP), as-built drawings, and modifications.

The PM and designated Site Superintendent shall have the following:

a. The applicable skills and qualifications as specified in each TO.

b. A minimum of five (5) years of experience in building construction and PM experience with TO supervisory positions, e.g., PM or construction superintendent, five (5) years of which are experience as a PM for construction projects similar in scope to those that will be required by this contract.

c. The qualifications to direct work require extensive understanding of and intimate familiarity with the principles, methods, and techniques of architectural, civil, mechanical, and electrical engineering.

d. Sufficient technical capabilities to coordinate, acquire, and respond to the Government's requirements for technical design as it relates to the production of final record drawings.

e. The qualifications to negotiate and manage multiple projects at the same time.

f. The qualifications to recruit and manage qualified Subcontractors in all construction disciplines.

g. The qualifications to respond in a timely manner to all contractual agreements, instructions, and inquiries from authorized Government personnel.

h. Demonstrated success in Government TO construction requirements, completely familiar with Federal, State, and local laws, policies, procedures, and regulations pertaining to construction.

i. The qualifications to prepare project proposals and authorized to negotiate.

1.30. Site Safety and Health Officer (SSHO). The Site Safety and Health Officer (SSHO) must possess at least five (5) years of experience in construction project management and inspection. The SSHO shall ensure full compliance with EM 385-1-1, Section 2, regarding Safety and Occupational Health Program Management. Required current certifications include OSHA 30-hour Construction Safety, First Aid, and CPR.

1.31. Quality Control Manager (QCM). The Contractor shall provide a QCM to implement and enforce the Contractor Quality Control (CQC) Plan. The QCM is required at the TO level.

1.31.1. The QCM shall be responsible for the overall quality of work performed under this contract and shall certify that all submittals are in compliance with the contract requirements. The QCM shall have the authority to act in all CQC matters for the Contractor. The QCM shall remain autonomous and not be influenced by other on-site staff members.

1.31.2. The QCM shall always be physically present on the job site throughout the construction period during the hours of 0700 - 1600, Monday through Friday, except on Federal Government holidays. This individual shall be a full-time, dedicated employee of the prime Contractor, and be directly accountable to the corporate level QCM only.

The QCM, at a minimum, shall have the following:

a. A minimum of five (5) years of experience in managing and inspecting construction projects.

b. Formal QC education or training in building construction inspection.

c. A minimum of five (5) years of experience in construction QC with Department of Defense (DOD) agency.

d. The minimum experience for the Contractor's QC Manager without an engineering degree is five (5) years of experience in the construction industry and five (5) years as a QCM.

e. A minimum of five (5) years of experience as a QCM or senior QC inspector in the building construction industry.

f. Experience with construction industry standards and codes.

g. The ability to establish and maintain an effective QC system.

h. The ability to perform daily QC inspections on all active construction projects and send a daily report to the COR on all active projects.

i. The ability to assist the PM in preparing critical path construction schedules.

j. Completed a total of thirty (30) hours in OSHA General Construction training courses. Proof of completed OSHA training shall be provided to the KO.

k. Environmental training and the capability of preparing State Erosion Prevention and Sediment Control, IAW Federal, State, and local codes, rules, and practices.

1.31.3. The QCM shall not have duties other than QC. If the QCM fails to be dedicated solely to QC functions identified herein, or be otherwise directed to perform outside these boundaries, this shall be construed as a contract violation.

1.32. On-Site Staff. The Contractor shall provide to the KO and COR an employee roster identifying the Contractor's on-site project staff prior to the TO performance. The roster shall include the individual's name and job title. The Contractor shall notify the KO and COR in writing if any member of the on-site staff is terminated. The Contractor shall, subject to concurrence of the KO, promptly replace personnel with equal ability and qualifications, within fourteen (14) calendar days. These individuals shall visit project sites daily and are responsible for all construction and related activities including quality and production.

1.33. Training, Physical Requirements, or Other Expertise Required. The Contractor shall ensure all employees are certified or licensed in the specific areas required for each TO. The Contractor shall ensure all required documentation of certification or licensure for Contractor personnel are filed with the COR within thirty (30) calendar days prior to employees commencing performance or as directed by the COR.

1.34. Attendees. Contractor attendees for meetings must include the Project Manager, Superintendent, Site Safety and Health Officer (SSHO), Quality Control Manager and major Subcontractors.

1.35. Preconstruction Meeting. Prior to the start of any construction work the KO will schedule and conduct a preconstruction meeting. The notification will include specific details regarding the date, time, and location of the meeting, any need for attendance by sub-Contractors, and information regarding the items to be discussed. The purpose of this meeting is to discuss and develop a mutual understanding of the administrative requirements of the Contract including but not limited to daily reporting, invoicing, safety, base-access, outage requests, hot work permits, schedule requirements, quality control, shop drawings, submittals, prosecution of the work, government acceptance, final inspections and contract close-out. Contractor must present and discuss their basic approach to scheduling the construction work and any required phasing. Work shall not commence until the preconstruction meeting has taken place.

1.36. Construction Meetings. The KO, COR, and other Government personnel, as appropriate, may meet, in person or virtually, a minimum of once a week with the Contractor to review the

Contractor's performance. At these meetings the KO will apprise the Contractor of how the Government views the Contractor's performance and the Contractor shall appraise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. Contractor shall document attendance, prepare an agenda, discussions and outcomes of meetings (meeting minutes) and digitally disseminate information to persons in attendance within 24 hrs.

1.37. Pre-Final Inspection. The Contractor, and other personnel such as the Subcontractor shall jointly conduct a pre-final inspection prior to the Contractor requesting a final inspection for each TO. Any discrepancies noted shall be corrected prior to final inspection. The Contractor shall announce the pre-final inspection in writing to the KO and COR a minimum of seven (7) calendar days before Pre-Final Inspection. The Contractor may schedule more than one pre-final inspection if they determine it to be necessary. If no deficiencies are noted, or those noted are corrected or minimal, the Contractor may request a Final Inspection.

1.38. Final Inspection. The Contractor, COR, and other personnel such as the Subcontractor, building occupant, DPW, Directorate of Emergency Services (DES), or Safety Office shall jointly conduct a final inspection prior to the end of the Period of Performance (POP). Any discrepancies noted shall be corrected prior to the POP. The QCM shall request the pre-final inspection by writing to the KO and COR a minimum of fourteen (14) calendar days before project completion date. (Note: The Government reserves the right to disapprove of the request for a pre-final based on known project deficiencies.) Prior to the end of POP, the Contractor shall submit the final record drawings to the KO or the COR for review and approval. Prior to a request for a final inspection, the QCM shall conduct their own inspection and ensure all deficiencies are corrected. The QCM shall provide a copy of their inspection report to the Government's Inspector with a copy of the status of deficiency correction.

1.38.1. Prior to final acceptance of the TO, the Contractor shall ensure the following: final certified payrolls are on file, all payrolls are complete, Contractor's standard one (1) year warranty is submitted, all product warranties are submitted, and all Government property is accounted for, or restitution has been made.

1.39. Final Acceptance. Work performed shall be accepted only after the COR determines full compliance with the contract specifications, applicable clauses, and the SOW. The KO shall make final acceptance of work performed hereunder. The reports contemplated by the clause herein entitled Schedules for Construction Contracts shall be accomplished on and IAW instructions pertaining to the forms, contract progress schedule, and contract progress report. Final acceptance will not be made prior to the COR receiving all submissions required. Failure to submit required items could result in withholding payment of funds on the TO.

1.39.1. Final acceptance shall include, but not be limited to, the completion of the following: all work on SOW and plans, all permits (acquired, complied with and closed out), all punch list items, as-built, and final record drawings, DD Form 1354, Transfer and Acceptance of DoD Real Property, all restoration, removing all trash, construction products, and utility flagging.

1.40. Data Rights. The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the KO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.41. Contract Drawings and Specifications. The Contractor shall check all drawings furnished immediately upon receipt; compare all drawings and verify the figures before laying out the work; promptly notify the KO of any discrepancies; be responsible for any errors that might have been avoided by complying with this paragraph; and reproduce and print contract drawings and specifications as needed. In general, large-scale drawings shall govern small-scale drawings; and the Contractor shall follow figures marked on drawings in preference to scale measurements. Omissions from the drawings or specifications or the mis- description 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 mis-described details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

1.41.1. The Contractor shall have a copy of the Paving Indefinite Delivery Indefinite Quantity (IDIQ) Contract, Task Order Scope of Work (SOW), Drawings, and specifications at the construction site at all times during construction.

1.41.2. Correspondence. All emails shall be in text only. All emails shall include name of sender, job title, name of company, company address, company office number, and company cell number.

1.41.3. Email tittle nomenclature shall include the following: FYXX_Facility_Work_Order_Task Order_Project_Description_Subject.

1.41.4. All emails shall be answered during regular working hours within 24hrs.

1.42. Mobilization. Contractor shall mobilize to the jobsite within 7 calendar days of notice to proceed. Mobilize is defined as having equipment and having a physical presence of at least one person from the contractor's team on the jobsite.

1.43. Project Signs. Furnish the construction project sign package, maintain the sign during construction, and remove the sign from the job site upon completion of the project. The construction project sign package consists of one project identification sign. Ensure that the package conforms to the requirements of EP 310-1-6a and EP 310-1-6b.

1.43.1. Utilize the Example Graphic of Signage with Dimensions for MILCON Project and follow USACE policy provided in Engineering Pamphlet (EP) 310-1-6a, Sign Standards Manual, VOL 1 for guidelines on fabricating, locating, and mounting construction project signs.

2. GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES.

2.1. Utilities. The Government will provide electricity and water for Contractor use in conjunction with this contract where available, and commodities will be at no cost to the Contractor. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities. Contractor shall meter all utilities used and report them to Sustainability & Energy and Engineering Services Division. To coordinate the use of utilities please contact Sustainability and Energy Division (SED). The Contractor shall be responsible for all utilities needed to complete the work in the SOW at locations where government utilities are not available. The Contractor shall provide sanitary facilities for employees.

2.2. Services. Required amounts (for contract performance) of water may be available to the Contractor from existing system outlets and supplies. The Contractor shall, at own expense, make all temporary connections and install distribution lines and extensions as required, to perform the work and maintain safe operating conditions. All temporary lines shall be furnished, installed and connected, and maintained by the Contractor in a workmanlike manner satisfactory to the KO and shall be removed by the Contractor at their own expense prior to final acceptance of the project. The Government will not be liable for any loss or damages suffered by the Contractor which may result from failure or interruption of any of the above utility services.

3. CONTRACTOR FURNISHED ITEMS AND SERVICES.

3.1. Contractor Furnished Items. Everything included in this paragraph and its subparagraphs is basic to the contract and should be included in the contract price.

3.1.1. The Contractor shall provide all labor, supervision, transportation, vehicles, supplies, equipment, and materials required to perform work under this contract. The Contractor shall, as necessary provide all equipment needed to perform the Scope of Work.

3.2. Materials. The Contractor shall furnish all materials and supplies as necessary to meet the requirements under this contract to include but not limited to: asphalt, concrete, fill material, base course material, rebar, pavement slurry sealer, sealcoating, reinforced concrete pipe, culvert box, rip-rap, gabion box, handrails, signs, striping, chain link fence, privacy slats, rock wall, landscape gravel, light poles, solar lights, barricades, temporary signs, barrels, and temporary striping. Materials list with specifications should be delivered as a submittal for approval prior to ordering or purchasing. In accordance with 41 U.S.C. 10a - 10d, all materials are required to be American made products. This requirement applies to contracts for the construction, alteration, or repair of any public building or public work in the United States.

3.3. Equipment. The Contractor shall provide all required equipment to meet the requirements under this contract to include but not limited to grader, skid steers, front end loader, excavator bulldozer, roller, backhoe, concrete mixer, scraper, trencher, dump truck, water truck, and paver.

3.4. Facilities, Security of Storage Area. If the Contractor elects to utilize the storage area made available by the Government, the Contractor shall be responsible for constructing, securing, and

maintaining a temporary fence around the area subject to the approval of the KO and at the Contractor's expense. The Contractor shall provide and install a sign at the storage entrance identifying the Contractor and POC. Only materials to be used under the contract are authorized within the storage area. Do not place or store trailers, materials, or equipment outside the fenced area unless such trailers, materials, or equipment are assigned a separate and distinct storage area by the Directorate of Public Works (DPW) Master Planning office away from the vicinity of the construction site but within the installation boundaries. Do not stockpile materials outside the fence in preparation for the next day's work. Park mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment within the fenced area at the end of each workday. Any alterations to facilities shall be approved prior in writing and property shall be returned to its original condition prior to completion of this contract.

3.5. Utilities Outages. All anticipated utility outages shall be coordinated with DPW through the COR. A minimum advance notice of fourteen (14) calendar days shall be provided by the Contractor.

3.6. Responsibilities of the Contractor. The Contractor shall be responsible for all damages to persons and property that occur in connection with the work and service under this contract, without recourse against the Government.

3.6.1. Contractor shall exercise extreme caution to protect building finishes, private property, military property, historical material, cultural resources, etc., from damage during the performance of these contract requirements. Contractor shall be responsible for all loss or damage of any kind and nature to all Government and private property, while in the performance of these contract requirements, which result in whole or in part from the negligence or omissions of Contractor, any of his Subcontractors or any employee, agent or any representative of the Contractor or Subcontractor(s).

3.6.2. The Contractor shall provide maximum protection, take every reasonable means, and exercise care to prevent unnecessary damage to existing historic structures, contemporary structures, landscape plantings, natural features, roads, utilities, and other public or private facilities. Special attention shall be given to historic structures and landscape features of the areas to protect these elements and their surroundings. In addition, Contractor shall remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which remain and repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as approved by the KO. At the completion of operations, existing work shall be in a condition equal to or better than that which existed before new work started.

3.7. Licenses and Permits. The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work under this contract.

3.8. Contractor Equipment. The Contractor is responsible to ensure all personnel operating heavy equipment within the Fort Bliss Installation be trained and licensed for that equipment. The

Network Enterprise Center Quality Assurance (NEC QA), Directorate of Public Works Quality Assurance (DPW QA), or Installation Safety Officer may at any time request verification of these credentials. If sub-contractors are used, it is the responsibility of the prime Contractor to coordinate and ensure these technicians' certifications are valid and current.

3.9. Post Regulations. All activities of the Contractor, and respective employees, while on Government-controlled property shall be conducted in strict accordance with all Post Regulations. The Contractor shall acquaint themselves with all Post Regulations in advance. Compliance with the provisions of this paragraph by the Contractor's Subcontractors and their employees will be the responsibility of the Contractor.

3.10. Limited Access. The Contractor shall only use established roadways when transporting personnel and/or material in the prosecution of work. The Contractor shall strictly adhere to the foregoing and shall not develop new ingress or egress roads.

3.10.1. The Contractor shall assure that its personnel use designated parking areas only. Personal and non-construction related vehicles shall not be parked on grassy, gravel, or landscaped areas.

3.10.2. The Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

4. SPECIFIC TASKS.

4.1. General. The Contractor shall provide all skilled personnel, equipment, supplies, tools, materials, supervision, and other items necessary to perform this prescribed project as defined in this SOW to meet the performance requirements, except for those items specified as Government Furnished Property.

4.2. Projects. All work under this contract will be initiated by the issuance of Task Orders signed by KO. The Government will furnish the Contractor a written SOW there under. Additional drawings, maps, or sketches may or may not be issued as part of individual task orders. When such documents are issued, they form a part of these specifications.

4.3. Non-Pre priced items (NPI). When a component, work element, or system does not exist within the bid schedule, Bid Schedule_PAVE_FE 10031 4J_Paving IDIQ Contract FYXX, it shall be considered as a NPI. Line items not covered in the Bid Schedule but within the scope and general intent of the contract and are necessary to complete the requirements of a specific task order may be negotiated and incorporated into a task order by the KO. These non-pre-priced items will only be allowed if the Government deems that an appropriate line item is not provided within the Bid Schedule. The Contractor shall submit three (3) independent commercial quotes on letterhead for each NPI to KO. A detailed cost breakdown of the low sub-bid, when applicable, may be required. The NPI price(s) shall include all direct and indirect costs. Negotiating prices for NPIs and incorporating them in a task order does not incorporate them into the contract for subsequent use as priced item(s). To permit recurrent use, the KO may allow incorporation of a NPI into the Bid Schedule by supplemental agreement. This may be done at any time during the contract period.

4.4. Preconstruction Meeting. If the KO decides to conduct a preconstruction meeting, also known as the post award orientation meeting, the successful offeror will be notified and required to attend. The KO's notification will include specific details regarding the date, time, and location of the meeting, any need for attendance by Subcontractors, and information regarding the items to be discussed.

4.5. Rate of Work Performance. The period of performance allowed for completion of each task order shall be determined in the scope of work for each task. The period of performance will be measured in calendar days and be fully agreed on by Contractor, COR, and KO prior to task Order's award.

4.6. Work Areas. The Contractor shall confine their personnel to the normal access areas around the buildings and/or areas involved. Work areas will be specified for each task order.

4.6.1. The Government may or may not be occupying the buildings while work is being performed. The Contractor shall cooperate fully with COR and building's manager during the construction to minimize conflicts and to facilitate the building usage. The Contractor shall coordinate with COR, taking all necessary precautions to ensure building occupants maintain required facility access.

4.6.2. The scheduling of work areas is subject to change or delay. The COR and KO will coordinate all such changes or delays with the Contractor. Changes or delays to the scheduling of work areas by the Government as a result of operational considerations will be made at no additional cost to the Government and will be made prior to completion of work in current work areas. Contractors are responsible for requesting a time extension due to any delays (government or nature). Unapproved delays will result in liquidated damages.

4.6.3. When work involves residential facilities, close coordination will be required between the Contractor, COR, DPW Housing, and housing residents. Notification procedures including fourteen (14) business days in advance notifications to COR, building occupants, and DPW Housing of proposed work schedule will be required. A POC will be provided on a task order basis. For performance of work at Biggs Army Airfield, the Contractor shall be required to schedule work in collaboration with, and subject to the approval, of the airfield personnel and COR at least fourteen (14) business days in advance of moving onto the work site.

4.6.4. At all times during the performance of the work, specified or indicated, the Contractor shall provide maximum cooperation with the personnel of adjacent facilities to insure a minimum amount of interruption of Government work.

4.7. Protection. The Contractor shall conduct work in the safest possible manner, observing all safety regulations, and requirements. The Contractor shall be responsible for safety during all phases of project undertaking and recognizing activities, operations, or conditions which pose a hazard or risk to life, health, or safety.

4.7.1. Protection of Surrounding Area. The Contractor remains responsible for observing and provide any signs, notifications, barricades, special equipment, etc., to protect the building occupants, government personnel, the public, private/ personal property, Contractor's workers,

and all Government property from potential hazards, risks, contamination, or damage from project activities or operations.

4.7.2. Protection of Occupants in Occupied Facilities. To minimize impacts to the occupants the Contractor shall follow the Sheet Metal and Air Conditioning Contractors National Association (SMACNA) "IAQ Guidelines for Occupied Building under Construction". Contractor shall communicate with facility POC and COR of the work planned, and precautions being taken to address noise and indoor air quality (IAQ), e.g. dust, odor, and other harmful contaminates.

4.7.3. The Contractor shall provide a POC to address occupants' complaints or concerns. Contractor shall forward all comments to COR upon receipt.

4.7.4. Protection of Equipment, Furnishings, and Materials. The Contractor shall be responsible for physical security of all equipment, furnishings, and materials on the job site until final acceptance. Any materials damaged, lost, and/or stolen prior to final acceptance shall remain the Contractor's responsibility to repair and/or replace, as required.

4.8. Injury and Property Damage. The Contractor is responsible for investigating and reporting all lost time, injury, property damage, and accidents, caused by the Contractor or Subcontractors, to KO and COR. Reports shall be filed verbally immediately upon occurrence, then followed up in writing utilizing the proper forms. The Contractor shall report all man- hours worked and maintain a daily record of all first aid treatment cases (including Subcontractors). These reports will be submitted weekly to KO and COR. Failure to submit required safety related administrative items will be cause for remedial action.

4.9. Portable Latrines. The Contractor shall be responsible for furnishing portable latrines as required by OSHA and ANSI, for the use of employees at such locations as designated by the KO and COR.

4.10. Historical Properties. All work performed on Historic Properties shall be reviewed and approved by the Post Historic Architect or Cultural Resource Manager (CRM) prior to disturbance or alteration of materials or property.

4.10.1. Work performed on any Historic Property in Texas and New Mexico shall performed according to The Secretary of Interior Standards for the Treatment of Historic Properties to meet the standards set forth in 36 CFR Part 800: Protection of Historic Properties; DoDI 4715.16: Cultural Resources Management; AR 200-1: Environmental Protection and Enhancement; the Fort Bliss Integrated Cultural Resources Management Plan (ICRMP); the Fort Bliss Programmatic Agreement for the Management, Development, and Operation of Historic Properties, and all associated regulations.

Fort Bliss Garrison has more than six (6) identified Historic Districts:

a. Fort Bliss Main Post Historic District

b. Army Field Forces Board No. 4 Historic District

c. 1st. Guided Missile Group Training Facilities Historic District

d. Early Cold War Guided Missile Instruction Historic District (Areas A-F)

e. 7000 Area Residential Community Historic District

f. Firebee/Towbee Drone Launch Complex Historic District

4.10.2. Additional areas, view sheds, and buildings are subject to inclusion per 36 CFR Part 61 and AR 200-4, therefore, prior to commencement of any work a determination of eligibility must be made by the Historic Architect or CRM.

4.11. Hazardous Material Abatement. The Contractor shall test for asbestos and provide the test results to the COR & KO before proceeding for additional guidance. If the KO allows for work to continue, the Contractor shall coordinate all hazardous material removal with the DPW-E and execute all projects in strict adherence to the latest installation, Federal, state, and local regulations. Copies of the ten (10) day notification shall be required prior to any abatement. Copies of all clearance reports, air monitoring, and waste manifests shall be required at the completion of the project. All notifications and records pertaining to hazardous materials shall be submitted to the Fort Bliss Safety Office, Industrial Hygiene Services, COR, and DPW-E Asbestos and Lead Program Manager.

4.12. Air Emissions. Construction Operating Permits may be required prior to the installation of a significant, stationary, and/or air emissions source. Possible sources include but are not limited to boilers, generators, paint booths, baghouses, cyclones, painting operations, wood working operations, welding operations, de-painting or blasting operations, engine test cells, solvent baths /degreasers, fuel storage tanks, or fueling operations. The air emission units listed above may also require modification to the installation's Title V Permit and cannot be installed nor operated until a permit is issued is issued by the state permitting authority as applicable. Coordinate with the Air Program Manager via the COR and DPW-ED for further guidance.

4.12.1. Cut-back asphalt or solvent (Jet fuel) products shall not be used by Contractor.

4.13. Certification of Asbestos Free Construction. Texas House Bill 1927, effective September 2001, requires a Safety Data Sheet and a signed statement by an architect, engineer or Texas Department of Health Inspector identifying presence of asbestos containing material in all construction building materials (reference Texas Asbestos Health Protection Rules, Section 295.34, Part J). The Contractor shall provide a signed statement a CERTIFICATION form and attached with Safety Data Sheet (SDS) on each construction material (i.e. interior & exterior material of construction including mastic, sealant, roofing felt, roofing coating, non-roofing coating, floor tile and mastic, pipeline wrap, any type of friction material, etc.) and equipment.

4.13.1. Any excavation could encounter asbestos-containing concrete pipe, a.k.a. transite. If, during excavation, transite pipe is found the material shall not be disturbed by grinding, breaking, scraping or crushing, but shall be abated or removed by a licensed company with properly trained personnel using best management practices to prevent worker exposure, and proper handling and

disposal of Asbestos Containing Materials (ACM) pipe; or excavation deviated to leave transite pipe undisturbed and left abandoned in place. If ACM pipe is encountered contact the KO and the Lead/Asbestos Program via the COR for further guidance.

4.13.2. No buildings are to be disturbed during the execution of this project according to Scope provided (e.g., drilling, cutting, removing, or any type of disturbance to walls, floors, ceilings, roofs, pipelines, etc.), otherwise, prior asbestos and lead surveys must be conducted to avoid workers exposure to toxic materials. In case facilities or building materials need to be surveyed for asbestos and/or lead contact KO, COR and DPW-ED.

4.14. Hazardous/ Regulated Materials. All hazardous materials required for this contract must be approved by the Army Field Support Battalion (AFSB-FB) via the Hazardous Materials Management Center (HAZMART). The Contractor shall submit all Safety Data Sheets (SDS) to HAZMART for review. Only after receiving formal approval may materials be brought onto the installation. All hazardous materials must be stored in strict accordance with the manufacturer's recommendations

4.14.1. No material other than construction materials, e.g. PVC, CPVC, or other suitable materials, will be brought into the installation.

4.15. Recycle concrete in aggregate. Waste & Recyclables Management. Construction Waste Management. The DoD Strategic Sustainability Performance Plan (SSPP) (reference 1.q) requires that at least 60% of construction and demolition debris be diverted from the waste stream by FY2015. Therefore, projects that involve the removal of existing buildings or structures will evaluate the feasibility of deconstruction and salvage rather than conventional demolition and will implement deconstruction wherever markets or on-site reuse opportunities exist or are anticipated.

4.15.1. Construction Wastes Requirements: All project generated waste must be disposed of by Contractor according to Fort Bliss requirements and regulations

4.15.2. For dig permits which create considerable construction debris from the demolition of streets, sidewalks, landscaping and other hardscapes, the affected area(s) shall be restored to original or better state. All project generated waste must be disposed of by contractor according to the following Fort Bliss requirements and regulations.

4.15.3. The Contractor and its Subcontractors are responsible for disposal of excess soil, earth, rock or spoils, and any construction materials in excess. The Environmental Division is not responsible for providing location, sites, and operational limits and logistics for disposal of spoils.

4.15.4. Any solid waste generated (non-hazardous or construction debris related) shall be disposed of and by the Contractor, its Subcontractor or the project proponent. All solid waste that cannot be recycled shall be disposed of at a permitted landfill or other authorized facility. Burning or burying (land disposal) is strictly prohibited by state laws, and any evidence of such will be addressed properly, and the Contractor, its Subcontractors and the proponent will be responsible

for cleaning and removing all debris, trash and contaminated soils, water or other impacted materials, and replacing the materials, equipment or other infrastructure at the proponents, contractors and its Subcontractors' costs.

4.15.5. Records & data Reporting requirement: All weight tickets and manifests for waste and diverted or recycled materials shall be submitted to the government project manager (PM) or Contracting Officer representative (COR). The government PM or COR will provide DPW Environmental Division, Pollution Prevention Branch the diversion records.

4.16. Salvage, Waste, and Disposal. All scraps and debris resulting from work shall be disposed off-post by the Contractor, including associated disposal fees. No material shall be disposed of in the Fort Bliss landfill. Disposal of chemical wastes, oils, bituminous materials, lead base paint material, asbestos materials, and other hazardous/ regulated materials shall be in accordance with Federal, State, and local requirements.

4.17. Dust Control. Minimize dust generation by restricting vehicle speeds to 5 mph, hauling materials properly covered or in sealed containers, and/or applying water when applicable. Application of used oil or chemical dust control is prohibited. For guidance call COR & DPW-ED at (915) 568-3782.

4.18. Spills and Releases. Any accidental releases of fuel on the ground during construction activities shall be reported to the Fort Bliss Fire Department at 911 or (915) 744-9545 (from cellphone). Fort Bliss Hazardous Waste Field Services Contractor will provide cleanup and waste disposal support. The party responsible for the spill will be billed through the Fort Bliss Resource Management Office. Any applicable regulatory reporting must be done by DPW-ED personnel.

4.18.1. Accidental Encounter: If abandoned septic tanks, or water-holding tanks are found through excavation, please notify DPWED through COR for further guidance.

4.18.2. Sewage Spill: If a sewage spill occurs, COR & DPW-ED shall be notified immediately of the location, time and quantity (gallons), please submit a Demand Maintenance Order at 915-3782.

Sewage Spill Clean-up:

a. Stop or mitigate the flow as soon as possible.

b. Contain the spill whenever possible.

c. Return as much of the spilled wastewater to the collection system or treatment facility as possible.

d. Remove and properly dispose of all solids.

e. Act quickly to reduce any threat to human health and the environment.

f. Assess any impact to the environment by taking laboratory samples.

4.18.3. No contaminants shall enter the stormwater system including sediment, oil and grease from vehicles, mud from tires, paint/stain, soaps/solvents, stucco, cement, sediment from disturbed soil.

4.19. Daily Clean Up. The cleanup of the work site shall include, but not limited to, the removal of scrap (waste materials), spoils, debris, and salvage material that results from work on this project as well as general upkeep of the site to include mowing, trimming and weed control. The Contractor shall maintain a clean work area, free of construction debris. The Contractor shall clean the work site daily as well as after completion of the project in the project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter and foreign substances.

4.20. Texas Commission on Environmental Quality (TCEQ). Contractor shall comply with Texas Commission on Environmental Quality, Chapter 290 - Public Drinking Water, 290.101 - 290.119, 290.121, 290.122, Effective March 30, 2017, or most current approved version. The purpose of these standards is to assure the safety of public water supplies with respect to microbiological, chemical, and radiological quality and to further efficient processing through control tests, laboratory checks, operating records, and reports of public water supply systems.

4.20.1. For new construction it is required to follow the plumbing code for the state of Texas before they can connect to secondary water system. A customer service inspection (CSI) certificate shall be completed prior to providing continuous water service to new construction, on any existing service either when the water purveyor has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction, or addition to the private water distribution facilities.

4.21. Haul Routes. The Contractor shall submit haul routes, spill prevention and contingency plans to the COR and DPW-E for review and approval prior to start of work. Any costs associated with spill cleanup, decontamination, abatement, disposal, mitigation, etc., shall be borne by the Contractor.

4.22. Solid Waste & Recycling Programs. Proposed project shall generate waste streams from the demolition of existing roadway materials; however, it is not anticipated that the project will generate recyclable materials, i.e. paper, plastics, scrap metal, wood pallets and other eligible materials in large quantities. Generation of administrative / project management process can be handled with desk side recycling and waste containers. The Recycling Program can assist with desk side Recycling Containers, call 915-568-1537 for more information and availability.

4.23. General Prohibition. Any construction debris containing hazards or toxic substances such as lead, asbestos, mercury, polychlorinated biphenyls (PCB) or other known, identifiable materials shall not be disposed of in trash and recycling containers but require special handling and disposal requirements. Hazardous materials or waste such as oil, fuel, paints, lubricants, cleaning solvents, etc. are prohibited from being disposed of in trash and recycling containers. Violations of these prohibitions can subject the proponent and Contractor to clean contaminated facilities and containers or reimburse the Government for cleaning contaminated facilities and containers. Furthermore, the prohibition of burying and burning any trash (hazardous or non-hazardous),

chemicals and other disposable materials is strictly disallowed and illegal subjecting the Contractor, its Subcontractors and the proponent to legal issues. The Government will seek reimbursement for the entire costs of cleaning, removing, mitigating contamination, and other actions to restore the area and resource to its near original condition.

4.23.1. Prior to use of hazardous or regulated material, the Contractor shall provide the COR and DPW Environmental Division a list of methods for review and approval, pertaining to regulated /hazardous materials, storage, and disposal of waste generated.

4.23.2. All recyclable / reusable waste and recycled materials shall be reported in the units of measure, pounds for diversion reporting purposes. Provide data to the Solid Waste and Recycling manager via COR.

4.24. Ground Disturbance. During ground disturbance or excavation, if any soil discoloration, stains, odors, rubbish, buried objects and/or any environmental concerns are uncovered, the Contractor shall suspend work immediately and notify the DPW-ED via the COR. (Per the Environmental Protection Agency: "...Any generator managing a potentially hazardous waste should manage it in accordance with the generator regulations until such time that the generator is sure that the waste is not hazardous. "For this reason, any potential waste shall be treated as hazardous until DPW-ED completes the corresponding characterization). Cleanup and disposal of any encountered contaminated soil shall be coordinated with DPW-ED via the COR. Waste manifests shall use the Fort Bliss Environmental Protection Agency Identification Number. Only personnel appointed in writing by the Garrison Commander are authorized to sign manifests on behalf of Fort Bliss. The original manifests signed by the disposal facilities shall be provided to DPW-ED via the COR.

4.24.1. During construction activities, any accidental releases of hazardous materials such as fuel on the ground shall be reported to the Fort Bliss Fire Department at 911. The Contractor will be responsible for remediation of contaminated areas to background limits.

4.25. Cultural Resources-Archeology. Proponent is advised to follow the procedures for the inadvertent discovery of cultural materials. If cultural materials are found during any excavation (esp. possible bone) stop working in that area and contact COR and DPW-E at 915-568-3782. An archaeologist will conduct a site visit and assess the find. Work can continue in that area when all cultural work is completed. If changes to the design occur, please re-submit for review.

4.25.1. Natural Resources Program. All construction activities with potential to impact Natural Resources need approval from the DPW-E Division prior to activities.

4.26. Drinking Water. Proponent shall ensure compliance with the Clean Water Act, the Safe Drinking Water Act, American Water Works Association (AWWA) Standards, and State's Regulations and Fees (refer to 30TAC290 and NMAC20.7.10). There shall be no cross-connection, open or potential, between a system furnishing potable water and a system furnishing non-potable water. Responsible authorities must implement, administer, and maintain ongoing back-flow prevention and crossconnection control programs to prevent back-flow; protect public water systems from the actual or potential hazards originating on the premises of end user building

owners or end users; and protect public water systems from temporary connections that may impair or alter the water. For activation, modification or deactivation of water systems, please coordinate with the water utility provider American States Utility Services, Inc. (ASUS) Fort Bliss Water Services Company (FBWS), which provides the operation and maintenance on the Installation. Non-potable water shall be marked as such in a manner that indicates it is not for human use nor consumption.

4.27. Wastewater. Dispose of the construction related wastewater off Government property in accordance with 40 CFR 403, state, regional, and local laws, and regulations. Water discharges into the sewer system as a result of this project shall abide by the conditions and requirements of El Paso Water (EPW) Rules 9 and 15. No foreign items, construction debris, chemicals, nor oils shall be introduced into the sanitary sewer collection system.

4.28. Storm Water Pollution Prevention Plan (SWPPP). If more than an acre is to be disturbed during construction, the Contractor shall submit a SWPPP for approval. Contractor's final SWPPP shall be submitted NLT fourteen (14) calendar days after contract award. The Contractor shall submit a SWPPP for approval prior to Site Clearance Line Marking Request. For guidance contact (915) 568-3782.

a. Soil disturbing activities include clearing, grubbing, grading, and excavation.

b. Area of disturbance includes equipment movement area, buffer area, storage, staging areas, etc.

c. The area includes all phases and locations regarding this project. Segmentation is prohibited.

4.28.1. Notice of Intent is required if project will disturb more than 5 acres of land - NOI & NOT submittal, review and approval from ED is required prior to submitting to the state.

4.29. Threatened and Endangered Species (T&E) and their Habitats. The project area must be cleared of T&E species, sensitive species, Locally Important Natural Resources (LINR) and their habitats prior to construction activities.

4.30. Migratory Bird Treaty Act. All construction activities with potential to remove vegetation during the migratory bird nesting season (February 15th through September 15th) need to have an avian nest search completed by a qualified biologist prior to activities to prevent the "take" of a protected species. Before any ground disturbance, a burrowing owl burrow survey needs to be completed if construction activities occur between March 1st and October 30th.

4.30.1. Electric. The electric company is required to ensure that all above ground transmission poles and lines (temporary and permanent) are compliant with Edison Electric Institute and Aviation Power Line Interaction Suggested Practices for Raptor Protection on Power lines, specifically for raptors since they utilize power poles on post and have the greatest wingspan. All equipment must be properly insulated and grounded and adequately spaced to avoid raptor electrocutions. Bird deterrents or alternative perches need to be installed on poles and cross arms when line configurations do not allow for adequate wire separation to avoid avian electrocutions.

4.30.2. Fencing. Fenced areas need to include design option with a buried apron of chain-link fabric buried up to 24" and extending 48" outward to prevent animals from burrowing under the fence.

4.31. Invasive Plants. The invasive plant species, African rue, is known to occur at Ft. Bliss; therefore, all earth moving equipment should be thoroughly washed prior to and before leaving the site to prevent both the introduction and spread of invasive plant species. If any holes/pits/trenches required are to be left open (unfilled) overnight, one side of the excavation needs to be sloped to allow any potentially trapped wildlife to escape.

4.32. Pollution Prevention Act (PPA). Conduct cleaning and waste removal operations to comply with Federal and local environmental and anti-pollution regulations. Pollution (air, water, solid, toxic and hazardous waste) should be prevented or reduced at the source and pollution that cannot be prevented should be recycled in an environmentally safe manner, whenever feasible. If pollution cannot be prevented or recycled it should be treated in an environmentally safe manner or released into the environment in an environmentally safe manner as a last resort.

4.32.1. Dispose of the construction related wastewater off Government property in accordance with 40 CFR 403, state, regional, and local laws, and regulations.

4.32.2. Water discharges into the sewer system as a result of this project shall abide by the conditions and requirements of El Paso Water (EPW) Rules 9 and 15. No foreign items, construction debris, chemicals, nor oils shall be introduced into the sanitary sewer collection system.

4.33. Noise Control. The Contractor shall comply with all applicable state and local laws, ordinances, and regulations relative to noise control.

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

4.35. Pre-Construction Deliverables. The Contractor shall provide pre-construction submittals to COR and courtesy copy the KO and KS within fourteen (14) calendar days of award. All pre-construction deliverables must be approved prior to the start of construction (work). The following submittals are dependent on the issuance of the notice to proceed, commencing work on site, or the start of the next major phase of the construction on a multi-phase undertaking. The submittal name nomenclature shall be as follows: "Submittal # _Type of submittal_YYYY_MM_DD". For example, "Submittal 1_Organizational Chart_2024-10-15." Each submittal shown below shall be submitted individually. Bundled submittals will be rejected.

a. Approval of Equal (If required)

b. Accident Prevention Plan (APP)

c. Activity Hazard Analysis Plan (AHA)

d. Army Radiation Permit (If required)

e. Bonds (Payment and performance bonds)

f. Construction Project Schedule

g. Contract Safety Plan

h. Environmental Protection Plan

i. Federal Aviation Administration (FAA) Notice (If required)

j. Fire Prevention Construction Guide Acknowledgement Receipt

k. Force Protection

l. Hot Work Permit (If required)

m. Material Submittals (Reference 4.37.)

n. Organizational Chart

o. Quality Control Plan

p. Site Clearance and Line Marking (SCLM)

q. Staging and Laydown Area Plan

r. Statement and Acknowledgement

s. Storm Water Pollution Prevention Plan (If required)

t. Submittal Register

u. Traffic Control Plan (If required)

v. Training and Certification Documentations

w. Utility Coordination Shut-down Request (If required)

x. Asbestos/lead test results (If required)

4.36. Material Submittals. Contractor shall submit Material Submittals prior the beginning of construction to COR for review within thirty (30) calendar days after award date.

4.37. Approved Equal . Contractor shall Prepare and submit an Equal or Better Plan if required. Once reviewed and accepted by the KO, the Equal or Better Plan and attachments will be enforced as part of the Contract.

4.38. Accident Prevention Plan (APP) Requirements. Contractor shall prepare and submit an APP for approval no later than fifteen (14) days after contract award. Once reviewed and accepted by the KO, the APP and attachments will be enforced as part of the Contract. The APP shall be in accordance with the format and requirements of EM 385-1-1, Appendix A, and as supplemented herein. Cover all paragraph and subparagraph elements in EM 385-1-1. The APP must be job-specific and address any unusual or unique aspects of the project or activity for which it is written. The APP must interface with the Contractor's overall safety and health program referenced in the APP in the applicable APP element and made site-specific. Describe the methods to evaluate past safety performance of potential Subcontractors in the selection process. Also, describe innovative methods used to ensure and monitor safe work practices of Subcontractors. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the Subcontractors. Contractors are responsible for informing their Subcontractors of the safety provisions under the terms of the Contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting Subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP must be signed by an officer of the firm (Prime Contractor senior person), the individual preparing the APP, the on-site superintendent, the designated SSHO, the Contractor QCM, and any designated Certified Safety Professional (CSP) or Certified Health Physicist (CIH). The SSHO must provide and maintain the APP and a log of signatures by each Subcontractor foreman, attesting that they have read and understand the APP, and make the APP and log available on-site to the KO. If English is not the foreman's primary language, the Prime Contractor must provide an interpreter.

Disregarding the provisions of this Contract or the accepted APP is cause for stopping work, at the discretion of the KO, until the matter has been rectified. Continuously review and amend the APP, as necessary, throughout the life of the Contract. Changes to the accepted APP must be made with the knowledge and concurrence of the KO, project superintendent, SSHO and QCM.

4.39. Activity Hazard Analysis (AHA) Requirements. Before beginning each activity, task, or Definable Feature of Work (DFOW) involving a type of work presenting hazards not experienced in previous project operations, or where a new work crew or Subcontractor is to perform the work, the Contractor(s) performing that work activity must prepare an AHA. AHAs must be developed by the Prime Contractor, Subcontractor, or supplier performing the work, and provided for Prime Contractor review and approval before submitting it to the KO. AHAs must be signed by the SSHO, Superintendent, QC Manager and the Subcontractor Foreman performing the work. Format the AHA in accordance with EM 385-1-1, as directed by the KO. Submit the AHA to KO and COR for review and approval no later than fifteen (15) days after contract award and fifteen (15) days prior to the start of each new activity task, or DFOW. The Government reserves the right to require the Contractor to revise and resubmit the AHA if it fails to effectively identify the work sequences, specific anticipated hazards, site conditions, equipment, materials, personnel and the control

measures to be implemented. AHAs must identify competent persons required for phases involving high risk activities, including confined entry, crane and rigging, excavations, trenching, electrical work, fall protection, and scaffolding.

4.40. Army Radiation Any Contractor wishing to use, store, or possess radioactive materials or radioactive devices (e.g. nuclear soil density meters, X-Ray Fluorescence) shall require an Army Radiation Permit (ARP) before activities take place in the Installation. Contractor shall provide a letter requesting an ARP with supporting documentation (Army Regulation 385-10, 16-9. is available at http://armypubs.army.mil). The instructions are self-explanatory. To bring in radiation devices the request must be submitted at least thirty (30) calendar days prior to anticipated use. ARP shall be submitted through the DPW PM for review and approval by the Fort Bliss Safety Office.

4.41. Project Schedules. The Contractor shall prepare and submit a Project Schedule for approval, as specified in each TO. Schedules shall be provided at no additional cost to the Government. The schedule shall indicate all work activities, milestones, and clearly show the critical path of the job. The schedule shall include activities for submittal approval, as-built drawings, final clean up and inspection, correction of punch list items and final payroll submittal, and operation and maintenance manuals. The schedule shall indicate the sequence in which the Contractor proposes to perform the work and dates on which the Contractor proposes to start and complete all scheduled activities. The Contractor shall schedule the entire project from the award date. The Contractor shall use the approved project schedule to measure the progress of the work.

4.41.1. Revisions of the schedule shall be re-submitted with each modification proposal for approval. The revised TO schedule shall clearly reflect the added and/or deleted items of work and reflect the increase or decrease in time required to execute the project and the modification. The Contractor shall immediately contact the KO for further direction if a Government Representative requests a change to the SOW.

4.41.2. Construction project schedules shall be submitted electronically. The Contractor shall provide an approved electronic version, readable without providing a copy of the software, to the KO and COR.

4.42. Time Extensions. Time extensions for TO modifications will be CONSIDERED ONLY IF CLEARLY JUSTIFIED AND APPROVED. Time shall not be extended to correct insufficient progress prior to the modification. (FAR 52.211-13, Time Extensions)

4.43. Weather Related Time Extensions. Time extensions may result from unusually severe weather for exterior projects. The KO may award a time extension through the Contractor's request, only if the following conditions are satisfied:

4.43.1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

4.43.2. The unusually severe weather must cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

4.43.3. Unusually severe is defined as weather that is abnormal compared to the past weather at the same location at the same time of year. Since the weather causing the delay must be abnormal for the same time of year and location, the fact that a Contractor encounters even extremely harsh weather, which in fact prevents them from working, is alone insufficient for finding an excusable delay if such weather is normal for the contract site. Adverse weather which at the time of year in which it occurs is unusual for the place in which it occurred. No matter how severe or destructive, if the weather is not unusual for the time and place, or if a Contractor should have reasonable anticipated it, the Contractor is not entitled to relief. A mere showing that there was rain, high wind velocity, or other unsettled weather conditions which interfered and prevented performance of work is not sufficient to bring those weather conditions within the meaning of the terms "unusually severe" weather.

4.43.4. Anticipated Weather Delays. Anticipated weather delays are typically based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and shall constitute the base line for monthly weather evaluations as specified in the TO. The Contractor's progress schedule shall reflect these anticipated adverse weather delays for weather-dependent activities.

4.44. Liquidated Damages. The Contractor shall pay liquidated damages to the Government if the Contractor fails to complete the work within the time specified. The amount to be paid by the Contractor shall be determined at the TO level for each calendar day of delay until the work is completed or accepted.

4.44.1. If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs the Government incurred to complete the work. (FAR 52.211-12, Liquidated Damages- Construction).

4.45. FAA Notice. The requirements for filing with the Federal Aviation Administration for proposed structures vary based on a number of factors: height, proximity to an airport, location, and frequencies emitted from the structure, etc. For more details, please reference CFR Title 14 Part 77.9, Safe, Efficient Use, and Preservation of the Navigable Airspace. The FAA requires that Form 7460-1, Notice of Proposed Construction or Alteration, be submitted at least forty-five (45) days before or more either before the date the proposed construction is to begin, or the date an application for a construction permit is to be filed. For further information and to file the form, see https://oeaaa.faa.gov/oeaaa/ external/portal.jsp Contractor shall coordinate requirements and work restrictions with COR, El Paso International Airport, New Mexico, and Biggs Army Airfield prior to the commencement of any work.

4.46. Fire Protection Construction Guide Acknowledgement Receipt. See Attachment Section.

4.47. Force Protection - See Security Section

4.48. Anti-Terrorism & Operation Security.

4.48.1. AT Level I am training. This standard language is for Contractor employees with an area of performance within an Army controlled installation, facility, or area. All Contractor employees, including Subcontractor employees, requiring access to Army installations, facilities, and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The Contractor shall submit certificates of completion for each affected Contractor employee and Subcontractor employee to the COR or to the contracting officer, if a COR is not assigned, within 5 calendar days after completion of training by all employees/Subcontractor personnel. AT Level I training is available at https://jko.jten.mil/courses/AT-level1/launch.html

4.48.2. Access and general protection/security policy and procedures. This standard language is for Contractor employees with an area of performance within an Army-controlled installation, facility, or area. Contractor and all associated Subcontractor employees shall provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. Contractor workforce must comply with all personal identity verification requirements (CFR clause 52.204-9, Personal Identity Verification of Contract Personnel) as directed by DoD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor security matters or processes.

4.48.3. For contractors requiring CAC. Before CAC issuance, the Contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The Contractor employee will be issued a CAC only if duties involve one of the following: (1) both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

4.48.4. For Contractors that do not require CAC but require access to a DoD facility or installation. Contractor and all associated Subcontractor employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (Army Directive 2014-05/AR 190-13); applicable installation, facility and area commander installation and facility access and local security Policies and procedures (provided by Government representative); or, at OCONUS locations, in accordance with status-of-forces agreements and other theater regulations.

4.48.5. AT Awareness Training for Contractor Personnel Traveling Overseas. This standard language requires U.S. based Contractor employees and associated Subcontractor employees to make available and to receive Government-provided area of responsibility (AOR)-specific AT

awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander and coordinated with the unit ATO.

4.48.6. Locally Developed iWatch army Training. This standard language is for Contractor employees with an area of performance within an Army-controlled installation, facility, or area. The Contractor and all associated Subcontractors shall brief all employees on the local iWatch Army program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 15 calendar days of new employees commencing performance, with the results reported to the COR NLT 30 calendar days after contract award.

4.48.7. Army Training Certification Tracking System (ATCTS) registration for Contractor employees who require access to Government information systems. All Contractor employees with access to a Government info system must be registered in the ATCTS at commencement of services and must successfully complete the DoD Information Assurance Awareness prior to access to the information system and annually thereafter.

4.48.8. For contracts that require a formal OPSEC program. The Contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it, and why it needs to be protected. The Contractor shall implement OPSEC measures as ordered by the commander. In addition, the Contractor shall have an identified certified Level II OPSEC coordinator per AR 530-1.7.

4.48.9. For contracts that require OPSEC Training. Per AR 530-1 (Operations Security) all Contractor/Subcontractor employees, shall complete OPSEC Level I training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The Contractor shall submit certificates of completion for each affected Contractor employee and Subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 5 calendar days after completion of training by all employees and Subcontractor personnel. Training will be conducted annually thereafter, if applicable. OPSEC training is available at https://securityawareness.usalearning.gov/opsec/index.htm

4.48.10. For IA/IT Training. All Contractor employees and associated Subcontractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All Contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M, and AR 25-2 within six months of appointment to IA/IT functions.

4.48.11. For IA/IT certification. Per DoD 8570.01-M, Defense Federal Acquisition Regulation supplement (DFARS) 252.239.7001, and AR 25-2, the Contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD8570.01M must be completed upon contract award.

4.48.12. For Contractors authorized to accompany the force. DFARS Clause 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States, shall be used in solicitations and contracts that authorize Contractor personnel to accompany U.S. Armed Forces deployed outside the U.S. in contingency operations; humanitarian or peacekeeping operations; or other military operations or exercises, when designated by the combatant commander. The clause discusses the following AT/OPSEC-related topics: required compliance with laws and regulations, pre-deployment requirements, required training (per combatant command guidance), and personnel data required.

4.48.13. For contracts requiring performance or delivery in a foreign country. DFARS Clause 252.225-7043, Antiterrorism/Force Protection for Defense Contractors Outside the US, shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingencies and non-contingency support. The key AT requirement is for non-local national Contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the Contractor's compliance with combatant commander and subordinate task force commander policies and directives.

4.48.14. For contracts that require handling or access to classified information. Contractor shall comply with FAR52.2042, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top-secret" and requires contractors to comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); (2) any revisions to DoD 5220.22-M, notice of which has been furnished to the Contractor.

Cont. If secure telecommunication requirements apply, include clause 252.239-7016 and follow guidance at 239.74.

Cont. If covered system support requirements apply, include provision 252.239-7017 into the solicitation, clause 252.239-7018 into the contract, and follow guidance at 239.73.

4.48.15. Controlled Unclassified Information (CUI). Include DFARS clause 252.204-7012, which requires the Contractor to comply with NIST 800-171. Also include DFARS provision 252.204-2019 into solicitations. Acquisition officials should follow procedures outlined in DFARS 204.73 and verify vendors have an adequate NIST SP 800-171 summary assessment score within the Supplier Performance Risk System (within PIEE). If the score doesn't show a medium- or high-level assessment with a score of 110 or better (as described in the "NIST SP 800-171 DoD Assessment Methodology"), include clause252.204-7020 and obtain the vendor's "system security plan" and "plan of action" for NIST SP 800-171 verification and assurance by Army security officials.

4.49. Hot Work Permit. Contractor shall submit and obtain a written permit prior to performing "Hot Work" (welding, cutting, etc.) or operating other flame- producing/spark producing devices from the Fort Bliss Fire Department. A permit is required from the Explosives Safety Office for work in and around where explosives are processed, stored, or handled. Contractors are required to meet all criteria before a permit is issued. The Contractor will provide at least two (2) twenty (20) pound ABC rated extinguishers for normal "Hot Work". All extinguishers shall be current inspection

tagged, approved safety pin, and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch shall be trained in accordance with National Fire Protection Association (NFPA) 51B and remain on-site for a minimum of thirty (30) minutes after completion of the task or as specified on the hot work permit. All welding and cutting operations shall be accomplished in strict compliance with the requirements outlined in the National Fire Protection Association Standard, and the Department of the Army Corps of Engineering General Safety Requirement Manual EM 385-1-1. Prior to welding and/or cutting, or any other flame or spark producing operations, the Contractor or Subcontractor performing the work shall obtain a permit from the Post Fire Department. The permit may be obtained by calling 915-543-0019 to set an appointment for a Post Fire Department representative to go to the work site and issue the permit. The personnel and equipment used for welding and cutting operations shall be at the work site when the Post Fire Department representative goes to issue the permit. A copy of each permit shall be retained at the project site, until work for which the permit was issued is completed. The Contractor or Subcontractor shall provide required equipment, materials, shields, extinguishers, sand, and other devices at each location where work of the type requiring a permit is conducted. The Contractor's personnel shall comply with the requirements of the Post Fire Prevention Standards and the Fire Chief. Permit samples and contact information will be provided for each task- order. For issuance of the Hot Work Permits, contact 915-543-0019.

4.49.1. Contractor shall abide by NFPA 101 Life Safety Code and NFPA 241 Standard for Safeguarding Construction, Alteration, and Demolition Operations at all times during construction.

4.50. Organizational Chart. A chart showing the Contractor's organizational structure. Submit within 14 calendar days after award.

4.51. Quality Control Plan. Provide a Construction QC Plan that includes a table of contents, with major sections identified, with pages numbered sequentially, and that documents the proposed methods and responsibilities for accomplishing quality control during the construction of the project:

a. QC Organization: A chart showing the QC organizational structure.

b. Names and Qualifications: Names and qualifications, in resume format, for each person in the QC organization. Include the "Construction Quality Management for Contractors" course certifications and any other required herein for the QC Manager and Alternate QC Manager.

c. Duties Responsibility and Authority of QC Personnel: Duties, responsibilities, and authorities of each person in the QC organization.

d. Appointment Letters: Letters signed by an officer of the firm appointing the QC Manager and Alternate QC Manager and stating that they are responsible for implementing and managing the QC program as described in this Contract. Include in this letter the responsibility of the QC Manager and Alternate QC Manager and their authority to stop work which is not in compliance with the Contract. Letters of direction are to be issued by the QC Manager to all other QC Specialists outlining their duties, authorities, and responsibilities. Include copies of the letters in the QC Plan.

e. Submittal Procedures and Initial Submittal Register: Procedures for reviewing, approving, and managing submittals. Provide the name(s) of the person(s) in the QC organization authorized to review and certify submittals prior to approval.

f. Testing Laboratory Information: Testing laboratory information as required by specifications.

g. Testing Plan and Log: A Testing Plan and Log that includes the tests required, referenced by the specification paragraph number requiring the test, the frequency, and the person responsible for each test.

h. Procedures to Complete Rework Items: Procedures to identify, record, track, and complete rework items.

i. List of Definable Features: A Definable Feature of Work (DFOW) is a task that is separate and distinct from other tasks and has control requirements and work crews unique to that task. A DFOW is identified by different trades or disciplines and is an item or activity on the construction schedule. Include in the list of DFOWs, but not be limited to, all critical path activities. Include all activities for which this specification requires QC Specialists or specialty inspection personnel.

j. Procedures for Completion Inspection: Procedures for identifying and documenting the completion inspection process. Include in these procedures the party responsible for punch out inspection, pre-final inspection, and final acceptance inspection.

k. Training Procedures and Training Log: Procedures for coordinating and documenting the training of personnel required by the Contract.

l. Organization and Personnel Certifications: Procedures for coordinating, tracking and documenting all certifications on Subcontractors, testing laboratories, suppliers, personnel, etc. QC Manager will ensure that certifications are current, appropriate for the work being performed, and will not lapse during any period of the contract that the work is being performed.

4.51.1. Acceptance of the QC Plan is required prior to the start of construction. The Contracting Officer reserves the right to require changes in the QC Plan and operations as necessary, including removal of personnel, to ensure the specified quality of work. The Contracting Officer reserves the right to interview any member of the QC organization at any time in order to verify the submitted qualifications. All QC organization personnel are subject to acceptance by the Contracting Officer. The Contracting Officer may require the removal of any individual for non-compliance with quality requirements specified in the Contract.

4.52. Site Clearance and Line Markings (SCLM) Permit. Construction projects which require any type of disturbance of the soil must obtain an approved SCLM request prior to construction. Prior to submission, the Contractor shall create a portfolio with all the SCLM requirements. All costs for repair when the Contractor accidently hits the line shall be covered at no cost to the Government and temporary utilities required due to disruption of service shall be borne by the Contractor.

4.53. Staging and Laydown Plan. Procedures for staging equipment shall be coordinated with DPW COR prior to the initiation of work. Staging and laydown area is typically provided as a portion of the construction footprint. If the Contractor requires space in addition to or outside of the provided footprint, the Contractor shall submit a Staging and Laydown Plan with the applicable permit request documentation. Plan shall include but limited to concrete washdown area (if required), equipment, material, portable bathrooms, and wash stations locations.

4.54. Storm Water Pollution Prevention Plan (SWPPP). Reference Environmental Section.

4.55. Submittal Register. Submittal register shall show every pre-construction submittal, material submittals, closing submittals required per project. No submittal will be approved and construction shall not commence until the submittal register has been reviewed and approved.

4.56. Traffic Control Plan (TCP). A TCP concept is provided as an attachment per task order; however, the Contractor is still responsible for the submission and approval of a TCP plan. The Contractor shall coordinate the TCP plan with the Directorate of Public Works (DPW) and the Department of Emergencies Services (DES), Directorate of Plans Training Mobilization and Security (DPTMS), Balfour Beatty Communities (BBC), Fort Bliss Safety Office and impacted facilities. Submit revised plans for future phases of construction a minimum of 30 days before start of that construction phase to allow review and resubmittal, if necessary, and public notification. Do not begin construction on any given phase before receiving written acceptance. Failure to submit the traffic control plans within the specified time frames will not be justification for additional working days. Failure to adequately address comments in any required resubmittal also will not justify additional working days. Reference the Traffic Control attachment. All Traffic signs and traffic control devices shall comply with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). Contractor shall provide, install and maintain all required Traffic Control Devices during the prosecution of all work shown in the drawings. Traffic Control shall allow for two-way traffic to continue. When traffic must be rerouted or controlled to accomplish the work, provide necessary warning signs, flag persons, and related equipment for the safe passage of vehicles. Contractor shall notify the KO five (5) working days in advance before any demolition work is started to ensure traffic control measures are adequate and coordination is accomplished with other activities on the installation in a timely manner. Notify DES Dispatch of any lane closures when project starts at 915-744-9311.

4.57. Training and Certification Documentation Requirements. Documents to be resubmitted with each contract option year and change in key personnel. Documents to be provided with submittals and with any change in key personnel.

4.58. Testing Certification. Contractor shall provide a private testing firm having personnel certified according to National Institute for Certification in Engineering Technologies (NICET). The testing for this type of contract will require personnel certified in Aggregate Field Tester (AGF), Aggregate Lab Technician (AGL), ACI Concrete Field-Testing Technician (AF), Nuclear Moisture Density Gauge Tester (NUC) and Hardened Concrete Properties (HCP). Only persons certified in the appropriate classifications covering the specific tests required shall perform such testing.

4.59. Explosive Ordinance Training. This training will be conducted by the Range Office in the event that the Contractor needs to have access to the ranges.

4.60. Airfield Training. This training will be required if Contractor requires access to the airfield and it will be provided by the Airfield Office. For training contact the Airfield Safety Officer at 915-744-8088.

4.61. OSHA Training for Construction. Contractor shall provide 40-hour training per year on OSHA for Construction to identify common worksite hazards. Training includes, but is not limited to: OSHA Inspection Procedures, Safety and Health Programs, Hazard Communication, Exit Routes, Emergency Action Plans and Fire Prevention, Fire Detection and Protection, Electrical, Flammable and Combustible Liquids, Machine Guarding, Working Surfaces, Welding, Material Handling, Ergonomic, Industrial Hygiene, and Trenching. In addition, Contractor shall follow the latest version of the Safety & Health Requirements Manual (EM 385-1-1). Proof of training for personnel shall be submitted with the Safety Plan to the COR and KO.

4.62. Construction Progress Deliverables Package. To receive progress payments, the Contractor shall provide the following but not limited to (See specifications for additional submittals):

a. 52.222-8 Payrolls and Basic Records

b. Daily Logs

c. Field Reports and Lab Reports Manufacturer Instructions Material Delivery Documents

d. Material Submittal Form Meeting Minutes and Agenda Product Data

e. Shop Drawings

4.63. Daily Logs. The Contractor shall submit daily logs no longer than 7 days after they are created. Documents shall include but not limited to Creator Name, Project Name, Date, Work Order, Project Number, Location, Weather Description and Temperature, Ground Conditions, Number of workers, List of Materials Delivered, Tests Conducted on site with Pictures, Visitors on Site, Activity/CLIN on site, and Safety Incidents.

4.64. Field Test Reports and Lab Tests. The Contractor shall, without additional expense to the Government, be responsible for testing performed, including but not limited to testing, labs, materials cost, and related services. All testing and lab cost shall be incorporated in the negotiated line items in accordance with the specifications included in the Paving IDIQ Contract. Submit electronic copies of field test reports and lab results, within 48 hours after completion unless noted otherwise.

4.65. Manufacturer Instructions. See Specifications.

4.66. Material Delivery Document. See Specifications.

4.67. Material Submittal Form. See Specifications.

4.68. Meeting Minutes and Agenda. Minutes of any meeting related to this Contract will be prepared by the QC Manager. A copy of the signed meeting minutes will be provided to all attendees.

4.69. Product Data. Documents shall be delivered as requested in specifications.

4.70. Shop Drawings. As specified in specifications or task order.

4.71. Close-out Deliverables Package. Ensure that all documents submitted to government include the facility number and work order element. Failure by the Contractor to submit close-out deliverable package IAW these requirements shall result in withholding from progress payments ten (10) percent of the progress payment.

a. As-built Drawings.

b. Checklist for DD FORM 1354

c. Certification of Asbestos Free Construction.

d. C&D Waste Management Report

e. Installed Property List.

f. Interim DD FORM 1354, Transfer and Acceptance of Military Real Property Form

g. O&M Manuals & LEED notebook

h. Photographic Record

i. Verification memo stating there's no asbestos containing materials were employed on this contract

j. Warranty Certificate(s) and Documentation (PDF). Provide these documents before the final inspection.

4.72. As-built Drawings. The drawings shall have a standard title block "RECORD AS-BUILT" dated with the final inspection acceptance, which will be provided by the Government electronically or by DoD SAFE.

4.72.1. Project Record Documents. Drawings showing final as-built conditions of the project. This paragraph covers record drawings completed as a requirement of the contract. The terms drawings, contract drawings, drawing files, working record drawings, and final record drawings refer to contract drawings which are revised to be used for final record drawings showing as-built conditions. The final CADD-Micro Station record drawings shall consist of one (1) set of electronic file in the specified format, one (1) electronic PDF format, and one (1) set of black-ink printable mylar 3 mil engineering film hardcopy record drawings in 24" x 36" size.

4.72.2. Preliminary Record Drawings. The Contractor shall mark-up both a reproducible set and a set of print to show as-built conditions. This one (1) set, hereinafter called preliminary record drawings, reproducible in paper printout 24" x 36" prints shall be kept current and available on-site at all times, except as noted below. The Contractor shall assign a member of the Contractor's QC to be responsible for the maintenance and currency of the preliminary record drawings. This assignment and any reassignment of duties concerning the maintenance of the record drawings shall be promptly reported to the KO for approval. All changes from the TO drawings made in the work, or additional information which might be uncovered in the course of construction, including uncharted utilities, shall be accurately and neatly recorded as they occur by means of details and notes. The Contractor shall clearly identify all changes and required additions to the preliminary record drawings in a contrasting color that is compatible with reproduction of the preliminary record drawings. The preliminary record drawings will be jointly inspected for accuracy and completeness by the COR and the assigned Representative of the Contractor's QC prior to submission of each monthly pay estimate. See paragraph, Withholding for Preliminary Record Drawings for additional information. The record drawings shall show, at a minimum, the following:

4.72.3. The location and description of utility lines or other installation of any kind or description known to or found to exist within the construction area. The location of exterior utilities includes actual measured horizontal distances from utilities to permanent facilities or features. These measurements shall be within an accurate range of six (6) inches (or 16 centimeters) and shall be shown at sufficient points to permit easy location of utilities for future maintenance purposes. Show measurements for all change of direction points and all surface or underground components such as valves, manholes, drop inlets, cleanouts, and meters. Indicate the general depth range of each underground utility line e.g., three (3) to four (4) feet in depth. The description of exterior utilities includes the actual quantity, size, and material of utility lines.

4.72.4. The location and size of all uncharted existing utilities encountered.

4.72.5. The location and dimensions of any changes within the building or structure.

4.72.6. Correct grade or alignment of roads, structures or utilities if any changes were made from TO drawings.

4.72.7. Correct elevations if changes were made in site grading.

4.72.8. Changes in design or additional information obtained from working drawings specified to be prepared and furnished by the Contractor include, but are not limited to fabrication, installation, plans and placing details, pipe sizes, insulation material, and dimensions of equipment foundations.

4.72.9. The topography and grades of all drainage installed or affected as a part of the project construction.

4.72.10. If TO drawings or specifications allow options, only the option selected for construction shall be shown on the record drawings.

4.72.11. Black-line prints shall be full size. All black line prints shall exhibit good readable print with clear, sharp, dark lines, and shall not be smeared, faded, double imaged, or have torn or ragged edges.

4.72.12. Preliminary Record Drawing Final Submission. Prior to scheduling the final acceptance inspection of the last or only bid schedule item of work, the updated preliminary marked-up record drawings and the updated as-built CADD drawing files shall be completed and delivered to the COR for review and approval. Upon review, if the drawings or files are found to contain errors or omissions, they will be returned to the Contractor. Failure of the Contractor to make timely delivery of the preliminary record drawings and files on any items of work shall be cause for the Government to delay substantial completion and to withhold the amount indicated in paragraph Withholding for Preliminary Record Drawings, IAW the terms and conditions of the contract.

4.73. Certification of Asbestos Free Construction. See Environmental Section.

4.74. Construction and Demolition (C&D) Waste Management. See Environmental Section.

4.75. Warranty Certificate. A materials warranty is required for the work performed. The Contractor shall provide to COR and KO, a manufacturer's warranty certificate. In addition to the warranty certificate(s), Contractor shall submit a documentation letter that summarizes the warranty, the start & end date of warranty, contract number, and Contractor's contact information.

4.75.1. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplies at any tier.

4.75.2. Performance Agreement. The Contractor shall provide one (1) year performance agreement for labor and material in addition to the manufacturer's warranty for all work performed. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date that the Government takes possession. The KO will notify the Contractor, in writing, within twenty-four (24) hours after the discovery of any failure, defect or damage. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government will have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense. If the Government determines its an emergency, Contractor shall be required to arrest withing 24 hours and complete work within 72 hours. Urgent 7 days unurgent 14 days maximum.

4.75.3. Construction Warranty Management Plan. One (1) PDF set of the construction warranty management plan shall be provided to COR and KO, containing information relevant to the warranty of materials and equipment incorporated into the construction project, including the starting date of warranty of construction. The plan shall be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessary familiar with this contract. The plan shall be assembled in a binder and shall be turned over to the Government as discussed in the closeout

meeting. The construction warranty period shall begin on the date of project acceptance and shall continue for the full product warranty period.

4.75.4. In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph 1 of contract clause FAR 52.246-21, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any Subcontractor or supplies at any tier.

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

4.76. DD Form 1354. A DD Form 1354 will be required for the transfer and acceptance of accountability of a newly constructed real property asset or an improvement to a real property asset. For additional guidance see UFC 1-300-08 Criteria for Transfer and Acceptance. Contractor shall submit Draft DD Form 1354 30 and Interim/Final fourteen (14) days prior to Close-out.

4.77. Photographic Record Requirements. Contractor shall furnish a photographic record of each project (task order). Photographs shall capture the area of work and elements in its entirety, being affected by scope. The photographic records shall document existing conditions, initial construction area, features of work, sequence and progress of construction, and final product with site condition. A digital file of the photo records shall be maintained on site by the Contractor. Photographs shall be provided to COR upon request, weekly, and no less than fifteen (15) days before completion of work.

4.78. Description of Bid Items.

4.78.1. General Requirements. Costs for all general requirements of the proposed construction contract shall be included in each bid item. The Contractor's costs for each bid item are expected to include furnishing all labor, materials, equipment, insurance, bond, administrative, supervisory, scheduling, quality control, incidental services, support operations, temporary facilities and controls, temporary utilities, safety measures, SCLM, control of ground water and surface water, site preparation (mobilization and demobilization), construction layout, dust control, removal and off post disposal of materials and debris, clean up and site restoration, and providing all necessary traffic control barriers, delineators, signs, manpower, and related items to maintain the approved traffic control plan as required by the contract documents to perform all work for the full completion of each bid item incorporated into the contract for this project. Any item required for construction of a task order that is not shown on the bid form is considered incidental and shall be included in the unit price bid for the item to which it most closely pertains. The Contractor shall fill out Bid Schedule_PAVE_FE 10011 0J_Paving IDIQ Contract FYXX and submit as part of their bid.

4.78.2. Further, the costs are expected to include, but are not limited to, Personal Protective Equipment (PPE), furnishing off post facilities for offices; for delivery, storage, laydown, and

staging areas for construction materials and equipment; and parking space for employees, Subcontractors, and vendors. It also includes all requirements for the necessary safeguards and protection of persons from danger within and near the work areas.

4.78.3. All work required to complete the contract bid items will be performed in accordance with all specifications, plan details, applicable codes and standards, and manufacturer's recommended procedures unless specified otherwise in this contract document or in the task order statement of work.

4.78.4. Line Items. The following is a brief description of the proposed construction bid items to assist in making clear the actual scope of the work within each one, including specific work elements that are part of the item and identification of other related work. The Contractor shall provide all required equipment to meet the requirements under this contract to include but not limited to:

4.78.5. General Conditions:

a. Haul and dispose of debris. This bid item consists of loading, hauling, and disposal off Government property.

b. Clear and Grubbing. This bid item consists of clearing, grubbing, removal and disposing of vegetation and debris within the limits of the project area.

4.78.6. Earthwork:

a. Excavation. This bid item consists of general site excavation within the limits of construction.

b. Fill Material (Borrow Pit). This bid item consists of loading, hauling, and backfilling excavated areas with materials from Government stockpiles. This item also includes compaction of the backfilled materials.

c. Prepare and Roll Sub-base, up to 8" depth. This bid item consists of grading and compacting existing sub-base.

d. Base Course Material, 4" and 6" depth. This bid item consists of grading and compacting base course material on the indicated location. Also, these line items might be increased up to 12" depending on the requirements of the project.

e. Re-compact existing Base, up to 6" depth. This bid item consists of grading and compacting existing base material, up to 6" depth.

f. Finish Grading. This bid item consists of shaping and compacting an existing aggregate surface. Shaping and compacting shall continue until the surface conforms to the required section and is free from ruts and waves.

4.78.7. Concrete:

a. Demolish reinforced concrete. This bid item consists of removing reinforced concrete pavement including but not limited to pavement, sidewalks, rip rap, concrete flumes, curb and gutter.

b. Saw-cut reinforced, concrete slab up to 4" depth. This bid item consists of saw cuts in existing concrete pavements for streets, driveways, walkways, and other slabs where portions need to be removed because of damage or because of access for other work to be done. Please note that this item might increase in increments of 4" up to 16" depth.

c. 4" Reinforced concrete sidewalk. This bid item consists of constructing reinforced Portland cement concrete walks and incidental paving slabs. This line item includes all side form, reinforcing wire mesh and supports, expansion joint materials, control joints, curing, and finishing.

d. Portland cement Concrete Pavement 8" thick, f'c= 4,000 PSI. This item consists of constructing concrete pavement or for 8" thickness. Please note that this line item might increase up to 12". This item includes all side forms, reinforcing steel and support, dowels for curbs, expansion joint materials, control joints, finishing, and curing.

e. Re-enforcing steel. This bid item consists of providing different reinforcing steel bars for concrete pavement, curb and gutter, and other incidental work.

f. Curb & Gutter concrete. This bid item consists of constructing curb and gutter. Please note that this line item includes side forms, expansion joint material, and control joints, finishing, and curing.

4.78.8. Paving Asphalt:

a. Demolish - Asphalt Pavement < = 3" thick. This bid item consists of removing existing asphaltic pavements for streets, driveways, walkways, and other locations.

b. Saw-cut Asphalt up to 3" depth. This bid item consists of saw cuts in existing asphalt pavements for streets, driveways, and other locations where portions need to be removed because of damage or because of access for other work to be done.

c. Install 2" deep HMAC, Type "B", "C", or "D". This bid item consists of placement and compaction of asphalt material at the thickness specified. This item might be increased in thickness up to 4" inches. Please note that tack coat and base material are not included in this item.

d. Overlay HMAC 1" to 2" Type "B", "C", or "D". This bid item consists of one or more courses of asphalt placed over existing pavement. This process of overlaying includes cleaning, leveling, and application of tack coat.

e. Cold milling 1" to 1-1/2" deep Asphaltic Pavement. This bid item consists of the removal of a part of the upper asphalt layer on different surface, not limited to road, bridge, sidewalk, and parking lots.

f. Heater Scarifying of Bituminous (1-1/2" depth). This bid item consists of softening the existing flexible pavement with heat a thoroughly stirring, spinning or tumbling the mixture, applying an asphalt plasticizing or softening agent, reshaping and compacting the scarified surface. Installing a surface treatment or overlay is a separate line item.

g. Asphalt Patching. This bid item consists of removing and reinstalling any damaged asphalt section, compacting existing base, and install 2" of asphalt pavement.

h. Pavement Slurry Sealer - (one coat). This bid item consists of a mixture of approved emulsified asphalt, mineral aggregate, water, and additives, proportioned, mixed and uniformly spread over a properly prepared surface as specified. The completed slurry seal shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a friction-resistant surface texture throughout its service life. This item also includes preparing the surface, rolling, and testing. If crack repairs are required, they will be covered under other bid items.

i. Sealcoating, 2 coat coal tar pitch emulsion. This bid item consists of a mixture of approved emulsified asphalt, mineral aggregate, water, and additives, proportioned, mixed and uniformly spread over a properly prepared surface as specified. The complete sealcoating shall leave a homogeneous coat, adhere firmly to the prepared surface. This item also includes preparing surface.

j. Sealant for Cracked Asphalt. This bid item consists of cleaning and sealing longitudinal, diagonal, and transverse cracks in asphalt pavements.

4.78.9. Storm Drain Systems:

a. Corrugated Metal Pipe, Galvanized (16 ga.) and RCP Pipe (Class III). These bid items consist of excavating, installing, and backfilling the specified size and type of pipe in satisfactory soil conditions up to 8 feet deep. These items also include bedding, working table (when required), joint wrap, cleaning, sheeting and bracing required for installation of pipes. Excavations over 6 feet deep and replacement of unsatisfactory soils will be covered under other bid items.

b. Concrete Box Culvert. This bid item consists of excavating, installing, and backfilling the specified size and type of box culvert in satisfactory soil conditions. These items also include bedding, working table (when required), joint wrap, cleaning, trench protection if required for installation of culverts. Replacement of unsatisfactory soils is not included in this item.

c. Concrete Flume. This bid item consists of constructing cast-in-place concrete drainage structures not included on other bid item. This bid item includes excavation, stabilizing sub-grade, forms, reinforcing steel, concrete, finishing, curing, and testing.

d. Rip-Rap. These bid items consist of furnishing and installing stone blocks, generally in cubic form. It includes any excavation required and preparation of the sub-grade for placing the riprap to slopes, lines, and grades as shown on the drawings or specified in the statement of work.

e. Demolish Storm Drainpipe. These bid items consist of excavating, removal of the pipe, loading and hauling, disposal off Government property, and backfill of the resulting excavation utilizing available soil material in the area of the work. Excavations over 6 feet deep and replacement of unsatisfactory soils are not included in this item.

4.78.10. Miscellaneous:

a. Topographic Survey. This bid item consists of the surveys of a survey crew for new pavement, sidewalks, flumes, finish grading, and landscape. It will include all equipment, labor and equipment necessary to do surveys in the field. Survey information provided shall include but not be limited to: field book data, site maps, cross sections and elevations. General construction surveying, such as layout and grade work, shall be included in the appropriate work items.

b. Geotechnical Test. This bid item consists of providing engineering reports of the samples obtained in the field. Geotechnical reports shall include but not be limited to: density test, proctor, compressive strength of cylinders, slump test, sieve analysis, Marshall Density, bulk specific gravity, and asphalt core measurement.

c. Traffic Control Plan. This bid item consists of providing a traffic control plan. This item includes coordinating with the DPW Project Manager and government stakeholders and addressing concerns. This bid item shall be used upon the Government's request in the task order.

d. Erosion Control. This bid item consists of providing, maintaining, and removing erosion control materials during construction. The SWPPP will be provided with the proposed drawings, and it will be needed based on the Environmental requirements.

e. Reflectorized Thermoplastic Markings. These bid items consist of the installation of reflective thermoplastic pavement markings for the area identified and color specified by the particular line item.

f. Painted Pavement Markings. These bid items consist of the installation of reflective painted pavement markings for the area identified and color specified by the particular line item.

g. Traffic Sign and Post. These bid items consist of the installation of traffic signs and posts, all hardware, breakaway base, and post foundation. These items also include excavation, backfill, and compaction of post holes. Posts shall be 2" tubular steel type. Traffic signs shall be any listed in MUTCD Table 5A-1 and not listed as another bid item.

h. New Solar-Power Pedestrian Crosswalk Signage. This bid item consists of the installation of solar-powered crosswalk signage equipped with rectangular rapid- flashing beacons. Includes all hardware, breakaway base, and post foundation. This item also includes excavation, backfill, and compaction of post holes and push button activation installation. This item consists of both signs and beacons for a complete and usable installation.

i. Concrete Stops. This bid item consists of the installation of a new precast wheel stop and steel anchors.

j. Remove Chain link fence. This bid item consists of removal of up to 7' fabric height of chain link, hardware, removal of foundation, and fill material from borrow pit. Exact height will be specified in Task Order.

k. Chain Link Fence. This bid item consists of the installation of up to 7' fabric height of chain link security fencing, barb wire, hardware, excavation, foundation, and posts.

4.78.11. Exact height will be specified in Task Order.

a. Security Fence Gate. This bid item is for installation of a chain link security gate in conjunction with security fence installation.

b. Vehicle Guard Rail. This bid item consists of constructing a Class A, Type 2 steel beam highway guardrail system including posts, post foundations, safety end treatments, and providing cut-outs on existing concrete when required, and drilling of holes and backfilling for installation.

4.78.12. Electrical System:

a. Lighting Poles. This bid item consists of proving a lighting system for road, parking lots, sidewalks, and parks. The system will include proving connection to generators, cabling, conducts, break-away, foundation, lights, and pole. The specific dimensions and specifications will vary depending on each task order.

5. DEFINITIONS & ACRONYMS.

5.1. Definitions. Federal Acquisition Regulation (FAR), Dictionary of US Army Terms, AR 310- 25 and Authorized Abbreviations and Brevity Code, AR 310-50, are the references for definitions and acronyms not listed below.

5.2. Contract Administrator. The official Government representative delegated authority by the KO to administer a contract. This individual is normally a member of the appropriate Contracting /Procurement career field and advises on all technical contractual matters.

5.3. Contractor. A supplier or vendor awarded a contract to provide specific supplies or services to the Government. The term used in this contract refers to the prime Contractor.

5.4. Contracting Officer (KO). A person with authority to enter into, administer, and/or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

5.5. Contracting Officer's Representative (COR). An employee of the U.S. Government appointed by the KO to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has the authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

5.6. Controlled Area. A controlled space extending upward and outward from a specified point. This area is typically designated by a commander or director, in which sensitive information or operations occur and require limitations of access.

5.7. Deliverable. Quantifiable goods or services that will be provided as specified in the contract. Deliverables can be tangible or intangible items as a portion or part of the development process, function, or characteristic of a project; may include non- manufactured things such as, photographs, meeting minutes and/or reports.

5.8. Physical Security. Actions that prevent the loss or damage of Government property.

5.9. Quality Assurance Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

5.10. Quality Control. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

5.11. Subcontractor. One that enters into a contract with a prime Contractor. The Government does not have privity or a direct contractual relationship with any Subcontractor performing under this contract.

5.12. Workday. The number of hours per day the Contractor provides services IAW the contract.

5.13. Work Week. Monday through Friday, except for Federal holidays unless specified otherwise.

6. ACRONYMS.

AASHTO: American Association of State Highway and Transportation Officials

ADA: American with Disabilities Act

AFARS: Army Federal Acquisition Regulation Supplement

APM: Alternate Project Manager

ANSI: American National Standards Institute

AR: Army Regulation

ASTM: American Society for Testing and Materials

AT: Antiterrorism

CA: Corrective Action

CAC: Common Access Card

CAR: Corrective Action Request

CFR: Code of Federal Regulations

COR: Contracting Officer Representative

CQC: Contractor Quality Control

CRM: Cultural Resource Manager

ED: Environmental Division

QCM: Construction Quality Control Manager

DA: Department of the Army

DFARS: Defense Federal Acquisition Regulation Supplement

DOD: Department of Defense

DPW: Directorate of Public Works

FAA: Federal Aviation Administration

FAR: Federal Acquisition Regulation

FPCON: Force Protection Condition

GIS: Geographic Information System

IAW: In Accordance With

IAQ: Indoor Air Quality

ICC IBC: International Code Council International Building Code

IDIQ: Indefinite Delivery Indefinite Quantity

JER: Joint Ethics Regulations

KO: Contracting Officer

KTR: Contractor

KS: Contract Specialist

MUTCD: Manual of Uniform Traffic Control Devices

NEC: National Electric Code

NFPA: National Fire Protection Association

NHPA: National Historic Preservation Act

NMDOT: New Mexico Department of Transportation

NTP: Notice to Proceed

OPSEC: Operation Security

OSHA: Occupational Safety and Health Administration

POC: Point of Contact

RFI: Request for Information

QA: Quality Assurance

QASP: Quality Assurance Surveillance Plan

QC: Quality Control

SCLM: Site Clearance and Line Markings

SSHO: Site Safety and Health Officer

SOW: Statement of Work

TO: Task Order

TXDOT: Texas Department of Transportation

USACE: United States Army Corps of Engineers

UFGS: Unified Facilities Guide Specifications

7. APPLICABLE PUBLICATIONS.

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

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

k. American National Standards Institute (ANSI), https://www.ansi.org/

o A10.6 Safety & Health Program Requirements for Demolition Operations

l. American Society for Testing and Materials (ASTM), https://www.astm.org/

o Section: 1 Iron and Steel Products

o Section: 2 Nonferrous Metal Products

o Section: 3 Metals Test Methods and Analytical Procedures

o Section: 4 Construction

04.01 Concrete and Aggregates

04.03 Road and Paving Materials

04.07 Building Seals and Sealants; Fire Standards.

04.10 Wood

04.11 Building Constructions (I)

04.12 Building Constructions (II) Underground Utilities

m. Army Regulations (AR), http://www.army.pubs.army.mil

o AR 190-13, The Army Physical Security

o AR 200-4, Cultural Resource Management

o AR 385-10, The Army Safety Program

o AR-420-47, Solid & Hazardous Waste Management

o AR 530-1, Operations Security

o DA Pam 385-40, Army Accident Investigations and Reporting

o Army Publications/Forms Content Search, https://armypubs.army.mil/ProductMaps/PubForm/ContentSearch.aspx?q=AR+200-4&em=False&ptype=0&prop=0&ff=0

n. Americans with Disabilities Act www.ada.gov

o. American Association of State Highway and Transportation Officials (AASHTO)

o A Policy on Geometric Design of Highways and Streets

o Guide for Design of Pavement Structures (GDPS-4-M)

o Roadside Design Guide

o Mechanistic-Empirical Pavement Design Guide

o Guide for the Planning, Design, and Operation of Pedestrian Facilities

o Highway Safety Manual

p. Asphalt Institute Handbook (AI)

q. Code of Federal Regulations, www.ecfr.gov

o 14 CFR 14 77.9, Safe, Efficient Use, and Preservation of the Navigable Airspace.

o 29 CFR 1904, Recording and Reporting Occupational Injuries and Illnesses

o 29 CFR 1910, Occupational Safety and Health Standards

o 29 CFR 1926, Safety and Health Regulations for Construction

o 36 CFR 60, National Register of Historic Places

o 36 CFR 67 The Secretary of the Interior's Standards for Rehabilitation

o 36 CFR 68 The Secretary of the Interior's Standards for the Treatment of Historic Properties

o 36 CFR 269 Protection of Archaeological Resources

o 36 CFR 800, Protection of Historic Properties

o 40 CFR 61, National Emission Standards For Hazardous Air Pollutants (NESHAP)

Subpart M, Standard for Asbestos ((S)(S) 61.140 - 61.157)

Subpart R, T, W - Standard for Radon Emissions ((S)(S) 61.200 - 61.226)

Subpart J, V - Standard for Equipment Leaks (Fugitive Emission Sources) ((S)(S) 61.110 - 61.112) & ((S)(S) 61.240 - 61.247)

Subpart Y, BB, FF - Standards for Benzene Emissions

o 40 CFR Chapter I, Subchapter R - Toxic Substances Control Act

Part 716 - Health And Safety Data Reporting ((S)(S) 716.1 - 716.120)

Part 745 - Lead-Based Paint Poisoning Prevention In Certain Residential Structures ((S)(S) 745.61 - 745.339)

Part 763 - Asbestos ((S)(S) 763.80 - 763.179)

Part 770 - Formaldehyde Standards For Composite Wood Products ((S)(S) 770.1 - 770.99)

o 48 CFR 36 Construction and Architect-Engineer Contracts

r. Design and Control of Concrete Mixtures (PCA)

s. DoD 5200.08-R, Physical Security Program, http://www.cac.mil/

t. Highway Capacity Manual (HCM)

u. Installation Design Guide 2009

v. International Code Council (ICC) Codes, https://www.icuperintendentafe.org/

o International Building Code (IBC)

o International Existing Building Code (IEBC)

o International Energy Conservation Code (IECC)

o International Fire Code (IFC)

o International Fuel Gas Code (IFGC)

o International Mechanical Code (IMC)

o International Plumbing Code (IPC)

w. Manual of Uniform Traffic Control Devices

x. National Fire Protection Association (NFPA) Codes, http://www.nfpa.org/

o 1, Fire Code

o 10, Standard for Portable Fire Extinguishers

o 41, Standard for Safeguarding Construction, Alteration, and Demolition Operations

o 70, National Electric Code (NEC)

o 101, Life Safety Code

o 5000, Building Construction and Safety Code

y. The Association for Materials Protection and Performance, (AMPP). http://www.sspc.org/

z. Texas Administrative Code, Title 25, Part 1, Chapter 295, Subchapter C, Texas Asbestos Health Protection, http://texreg.sos.state.tx.us/public/readtac$ext.viewtac

aa. Texas Department of Transportation (TXDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, https://www.txdot.gov/business/resources/txdot-specifications.html

bb. New Mexico Department of Transportation (NMDOT), https://dot.state.nm.us/content/dam /nmdot/Plans_Spec_Estimates/2019_Spec.pdf

cc. Unified Facilities Guide Specifications (UFGS), https://www.wbdg.org/ffc/dod/unified- facilities-guide-specifications-ufgs

dd. Unified Facilities Criteria (UFC), https://www.wbdg.org/

o UFC 1-300-08, Criteria for Transfer and Acceptance of DoD Real Property

o UFC 3-100: Architecture and Interior Design

o UFC 3-201-01 Civil Engineering

o UFC 3-201-02 Landscape Architecture

o UFC 3-220-01 Geotechnical Engineering

o UFC 3-250-01 Pavement Design for Roads and Parking Areas

o UFC 3-220-04FA Backfill for Subsurface Structures

o UFC 3-250-03 Standard Practice Manual for Flexible Pavements

o UFC 3-250-06 Repair of Rigid Pavements Using Epoxy Resin Grouts, Mortars and Concretes

o UFC 3-250-07 Standard Practice for Pavement Recycling

o UFC 3-250-08FA Standard Practice for Sealing Joints and Cracks in Rigid and Flexible Pavements

o UFC 3-250-11 Soil Stabilization for Pavements

o UFC 3-270-01 Asphalt and Concrete Pavement Maintenance and Repair

o UFC 3-270-04 Concrete Repair

o UFC 3-270-01 O&M Manual Asphalt and Concrete Pavement Maintenance and Repair

o UFC 3-300: Structural and Seismic Design

o UFC 3-400: Mechanical

o UFC 3-500: Electrical

o UFC 3-530-01 Interior and Exterior Lighting Systems and Controls

o UFC 3-550-01 Exterior Electrical Power Distribution

o UFC 3-580-01: Telecommunications Interior Infrastructure Planning and Design

o UFC 3.600: Fire Protection

o UFC 4-022-03 Security Fences and Gates

o USACE Safety and Health Requirements Manual, EM 385-1-1, https://www.publications.usace.army.mil/portals/76/publicatio ns/engineermanuals/em_385-1-1.pdf

o United States Department of Transportation's Federal Highway Administration (FHWA)

Attachments/Exhibits

Attachment Name	Last Modified Date
Attachment A - The Army Radiation Permit ARP.pdf	04/07/2026 13:40:51
Attachment B - As-built Requirements.pdf	04/07/2026 13:40:51
Attachment C - Construction and Demolition Sample Report.pdf	04/07/2026 13:40:55

Attachment D - Contractor Requirements Document.pdf	04/07/2026 13:40:51
Attachment E - DD1354 Form.pdf	04/07/2026 13:40:51
Attachment F - DPW-RFI Template Blank Form.pdf	04/07/2026 13:40:52
Attachment G - DPW SUBMITTAL FORM V.1.pdf	04/07/2026 13:40:51
Attachment H - Fire Prevention Construction Guide 2025.pdf	04/07/2026 13:41:01
Attachment I - iWATCH Training for Contractors.pdf	04/07/2026 13:40:54
Attachment J - SF 1413 Statement and Acknowledgement for Subcontractors.pdf	04/07/2026 13:40:53
Attachment K - Site Clearance and Line Marking Permit.pdf	04/07/2026 13:40:56
Attachment L - NMDOT Spec.pdf	04/07/2026 13:40:57
Attachment L - TXDOT Spec.pdf	04/07/2026 13:40:57
Attachment N - UFGS 02 41 00 Demolition.pdf	04/07/2026 13:40:53
Attachment N - UFGS 03 30 00 Cast-in-Place Concrete.pdf	04/07/2026 13:40:55
Attachment N - UFGS 03 45 33 Precast Structural Concrete.pdf	04/07/2026 13:40:52
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Attachment N - UFGS 26 00 00 Electrical.pdf	04/07/2026 13:40:54
Attachment N - UFGS 31 00 00 Earthwork.pdf	04/07/2026 13:40:54
Attachment N - UFGS 31 11 00 Clearing and Grubbing.pdf	04/07/2026 13:40:55
Attachment N - UFGS 32 01 11.51 Rubber and Paint Removal - Airfield.pdf	04/07/2026 13:40:57
Attachment N - UFGS 32 01 13.62 Asphalt Surface Treatment.pdf	04/07/2026 13:40:56
Attachment N - UFGS 32 01 16.71 Cold Milling Asphalt Paving.pdf	04/07/2026 13:40:56
Attachment N - UFGS 32 01 16.75 Heater Scarifying of Asphalt Paving.pdf	04/07/2026 13:40:58
Attachment N - UFGS 32 01 17.61 Sealing Cracks in Asphalt Paving.pdf	04/07/2026 13:40:58
Attachment N - UFGS 32 01 19.61 Sealing Cracks in Asphalt Paving.pdf	04/07/2026 13:40:58
Attachment N - UFGS 32 11 20 Base Course.pdf	04/07/2026 13:40:57
Attachment N - UFGS 32 11 33.13 Cement Stabilized Soil (1).pdf	04/07/2026 13:40:59
Attachment N - UFGS 32 12 13 Bituminous Tack and Prime Coats.pdf	04/07/2026 13:40:58

Attachment N - UFGS 32 12 15.13 Asphalt Paving for Airfields.pdf	04/07/2026 13:40:59
Attachment N - UFGS 32 12 16 Hot-Mix Asphalt HMA for Roads.pdf	04/07/2026 13:40:59
Attachment N - UFGS 32 13 13.06 Portland Cement Concrete Pavement for Roads.pdf	04/07/2026 13:40:59
Attachment N - UFGS 32 16 19 Concrete Curbs, Gutters and Sidewalks.pdf	04/07/2026 13:41:00
Attachment N - UFGS 32 17 23 Pavement Markings.pdf	04/07/2026 13:41:00
Attachment N - UFGS 32 31 13 Chain Link Fences and gates.pdf	04/07/2026 13:41:00
Attachment N - UFGS 32 84 23 Underground Sprinkler Systems.pdf	04/07/2026 13:41:01
Attachment N - UFGS 32 93 00 Exterior Improvements Plants (1).pdf	04/07/2026 13:41:00
Attachment N - UFGS 33 40 00 Storm Drainage Utilities.pdf	04/07/2026 13:41:01
Attachment N - UFGS 34 71 13.16 Vehicle Crash Barriers.pdf	04/07/2026 13:41:01

*** END OF NARRATIVE ***

Requirements

Construction support services to repair, reconstruct and maintain the installation paving infrastructure at Fort Bliss, TX and surrounding areas to include Fort Bliss training areas in Dona Ana and Otero counties of New Mexico.