SOLICITATION, OFFER, AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
W50S8Q26BA002	[X] SEALED BID (IFB) INVITATION FOR BID [ ] NEGOTIATED (RFP) REQUEST FOR PROPOSAL	24 JUN 2026	1 OF 69

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		WAAR262007

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
W7NU USPFO ACTIVITY OHANG 178 KO FOR OHANG DO NOT DELETE, 701 REGULA AVE SPRINGFIELD, OH 45502-8785 UNITED STATES SETH TAYLOR, EMAIL: SETH.TAYLOR.8@US.AF.MIL TELEPHONE: 937-327-2208	W50S8Q	

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	SETH TAYLOR	937-327-2208

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: B150 HVAC REPAIR
PROJECT LOCATION: SPRINGFIELD OHIO AIR NATIONAL GUARD BASE

PROJECT NAICS: 238220 WITH A CORRESPONDING SIZE STANDARD OF $19M
PROJECT SET ASIDE: TOTAL SMALL BUSINESS
PROJECT DISCLOSURE OF MAGNITUDE: IS BETWEEN $500,000 AND $1,000,000

THIS PROJECT IS BEING SOLICITED PURSUANT TO RFO FAR PART 12 AND 14, COMMERCIAL CONSTRUCTION SEALED BIDDING

AN AWARD WILL BE MADE TO THE RESPONSIBLE BIDDER WHOSE BID CONFORMS TO THE INVITATION FOR BIDS AND IS MOST ADVANTAGEOUS TO THE GOVERNMENT CONSIDERING ONLY PRICE RELATED FACTORS.

SITE VISIT INFORMATION: CAN BE FOUND IN SECTION 00 21 00 - INSTRUCTIONS 2.1

11. The contractor shall begin performance within 30 calendar days and complete it within 90 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] mandatory [ ] negotiable. ***(See*** FAR 52.211-10 ***).***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 11:00 AM ***(hour)*** local time 28 JUL 2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee [X] is, [ ] is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 30 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: B150 HVAC Repair

Project NAICS: 238220 with a corresponding size standard of $19M Project Set Aside: Total Small Business Project disclosure of magnitude: Is Between $500,000 and $1,000,000 This project is being solicited pursuant to RFO FAR Part 12 and 14, Commercial construction sealed bidding An Award will be made to the responsible bidder whose bid conforms to the invitation for bids and is most advantageous to the government considering only price related factors. Site Visit Information: Can be found in section 00 21 00 - Instructions 2.1

Product Service Code : N041

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

Additional Information/Notes

TABLE OF CONTENTS

SOLICITATION, OFFER, AND AWARD SF 1442 and SF 1442 BACK

SECTION 00 10 00 - BID SCHEDULE, NOTES

SECTION 00 21 00 - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

SECTION 00 45 00 - REPRESENTATIONS & CERTIFICATIONS

SECTION 00 70 00 - CONTRACT CLAUSES

SECTION 00 73 00 - SPECIAL CONTRACT REQUIREMENTS

SECTION 01 00 00 - GENERAL REQUIREMENTS

ATTACHMENT 1 - SOW - W232013 Dated; 15 May 2026

ATTACHMENT 2 - SPRINGFIELD BASE FACILITY STANDARDS - FINAL; Date August 2025

NOTES

1. All information relating to this IFB, including pertinent changes/amendments and information will be posted on web site: https://sam.gov/

(SAM).

2. Facsimile transmission of bid is not authorized. Electronic submission of bids will NOT be accepted.

3. All information relating to this IFB, including pertinent changes/amendments and information will be posted on web site: https://sam.gov/ (SAM).

For security reasons, all potential bidders, plan rooms and printing companies are required to be registered in the GSA System for Award

Management (SAM) database.

Firms can register via the SAM internet site at https://sam.gov/ (SAM). Interested bidders are required to submit their representations and

certifications at the same site.

4. A complete bid package must contain the following:

(a) Offer, Standard Form (SF) 1442 front and back signed

(b) Section 00 10 00 Bid Schedule - all items must be priced

(c) A Bid Bond and Power of Attorney are required along with the bid on the due date. The bid bond must be on a SF24 form. Rejection of a bid bond

shall be in accordance with RFO FAR 28.101-4 Noncompliance with bid guarantee requirements.

(d) Section 00 45 00, Representations and Certifications, completed and return only additional certifications found in this section. In addition, the

offeror must have entered current and complete data within the past year in Online Representations and Certifications at www.sam.gov.

(e) When completing the "Offeror" portion of the SF 1442 (Blocks 14 - 20), an official having the authority to contractually bind the company must

sign the SF 1442 in accordance with RFO FAR 4.207. One copy of the SF1442 is required to have an original signature.

(f) All amendments to the solicitation must be acknowledged.

(g) Mark the front of the envelope with the following: "BID No. W50S8Q26BA002", and the Name and Address of Bidder. See Block 13A of SF

1442 for required number of copies.

5. Joint Venture Requirements - Parties wishing to propose as a joint venture must submit, with the Pro Forma documents, an executed copy of the

joint venture agreement. The joint venture agreement shall be executed in accordance with RFO FAR 4.207(d). Each joint venture partner shall submit

evidence satisfactory to the Contracting Officer that its Board of Directors has approved its participation in the joint venture or by an instrument of

similarly binding character in the case of an unincorporated entity. Offerors are reminded that to obtain an award the awardee, to include a joint

venture, must be registered in the System for Award Management (SAM) database. Applicable to set-aside solicitations: Joint Ventures must meet

applicable size standards (See RFO FAR Subpart 19.1). Submit with the proposal any size determination for the Joint Venture entity received from the

Small Business Administration. A Joint Venture where-in one party is not a small business may be referred to the Small Business Administration

(IAW RFO FAR 19.201-1 (b)) to determine eligibility. All questions regarding Joint Ventures must be directed to the Small Business Administration (SBA)

and not the Contracting Officer.

A small business joint venture offeror must submit, with its offer, the representation required in

paragraph (c) of RFO FAR solicitation provision 52.219-1, Small Business Program Representations, for the following categories:

(A) Small business;

(B) Service-disabled veteran-owned small business;

(C) Women-owned small business (WOSB) under the WOSB Program;

(D) Economically disadvantaged women-owned small business under the WOSB Program; or

(E) Historically underutilized business zone small business.

*** END OF NARRATIVE ***

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	B150 HVAC Repair - Contractor shall provide all plant, labor, new and current material, transportation, tools, equipment, appliances, supplies, services, permits, insurance and supervision necessary IAW the Statement of Work (SOW), specifications, and drawings. Product Service Code: N041 North American Industry Classification System (NAICS): 238220	1	Job		

	Claimant Program Code: C2 Pricing Arrangement: Firm Fixed Price				

Section 00 21 00 - Instructions

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. Instructions to Bidders:

1.1. You are invited to submit a bid in response to our Invitation for Bids (IFB) entitled W50S8Q-26-B-A002 B150 HVAC Repair, Project Number

WAAR232013, at Springfield-Beckley OHANGB.

1.2. 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.

1.3. This solicitation is set-aside 100% for small businesses.

2. NOTICE OF PRE-BID SITE VISIT:

2.1. A site visit will be conducted on **06 July 2026, 10:00AM Local Time.** This site visit will be held at 178th Wing Springfield-Beckley ANGB,

BLDG 150, 5319 Regula Ave., Springfield, OH 45502. Interested Contractors are highly encouraged to attend the site visit.

2.2. Due to security conditions, all offerors must register to attend this site visit. Email the following information for all attendees to

Seth Taylor at the following email address: seth.taylor.8@us.af.mil.

*** Firm Name and Telephone Number**

*** Visitor's First, Middle, and Last Name, Date of Birth, and Driver License No.**

*** Citizenship**

2.3. This information must be provided in advance, at least 4 business days prior to the meeting, in order to ensure access to the military base and conference

site and ensure adequate seating for the conference attendees. Even if you have access to the base you must register to ensure adequate seating. The

furnishing of the above information is voluntary; however, your failure to furnish all or part of the requested information may result in the

Government's denial of your access to the Site Visit. This information will be provided to the Base Security Forces who will authorize your

entrance to the site.

2.4. You could be required to present the following information upon arrival: (1) Vehicle Registration, (2) Valid Driver's License, (3) Proof of Insurance for Vehicle, (4) Safety Inspection and Car Rental agreement if applicable. Any of the above information furnished by you is protected under the Privacy Act and shall not be released unless permitted by law and/or you have consented to such.

2.5. 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.

2.6. A record of the conference shall be made and furnished to all prospective bidders via posting at www.SAM.gov. The record will include minutes

of the meeting, including questions (on a non-attribution basis) and answers.

3. FORMAL COMMUNICATION, OFFEROR EXPLANATIONS:

3.1. Submit all questions in the format shown below by email to the contracting office at the addresses show below. Do NOT contact A-E or

Engineering personnel directly. Doing so will only delay your answer. All questions must come through the Contracting Office.

Subject Line: Reference No. SOLICITATION W50S8Q-26-B-A002 B150 HVAC Repair

Email: seth.taylor.8@us.af.mil & carter.coleman@us.af.mil

PRE-BID INQUIRY FORMAT

Date of Bid Inquiry: _____

From: _____ Company Name: _____

Address:_____

Phone 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.)

3.2. Any explanation desired by an offeror 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.

3.3. All questions and requests for information (RFI) must be received NOT LATER THAN the 7 working days prior to bid opening. OFFERORS

ARE STRONGLY ENCOURAGED TO SUBMIT QUESTIONS EARLY IN THIS PROCESS.

3.4. 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.gov at https://www.

SAM.gov.

3.5. Receipt by the offeror 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.

3.6. For security reasons, all technical and engineering data related to this solicitation will be distributed using the Contract Opportunities (SAM.gov)

system. Plans and specifications are locked on SAM.gov and require Contractors to request explicit access from the Contracting Officer OR export

controlled access through DLA. See complete instructions on SAM.gov. SAM.gov is a web-based dissemination tool designed to safeguard

acquisition-related information for all Federal agencies. Interested bidders/offerors must register with SAM.gov before accessing the system.

3.6.1. Amendments, if/when issued will be posted to www.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.

4. BID REPOSITORY AND BID OPENING:

4.1. A bid repository is provided for hand carried bids and is located at Springfield-Beckley OHANGB, BLDG 153, 5319 Regula Ave. Springfield,

OH 45502. Hand carried bids must be deposited in the repository prior to the time established for opening of bids. Bidders are cautioned that they will

be required to sign-in and obtain a visitor's pass to enter the facility and should allow time to accomplish this. See instructions for obtaining access to

the base in the Site Visit instruction. Follow the same instructions for obtaining entry to hand carry bid. Late receipt of bids due to entry delays may

not be deemed excusable and the Contracting Officer may declare the bid "late" in accordance with RFO FAR 14.301(f).

4.2. The bid opening will occur at the time and date specified in Block 13 of the SF1442 at Springfield-Beckley OHANGB, BLDG 153, 5319

Regula Ave. Springfield, OH 45502. All interested offerors and their major subcontractors are encouraged to attend the bid opening.

5. WAGE DETERMINATION:

Construction Wage Rates are applicable to this project are Davis-Bacon Act WD# OH20260072 Mod# 1 18 May 2026, as shown in Section 00 73 00.

6. 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.

7. CLAUSES:

Clauses and provisions from the Revolutionary FAR Overhaul (RFO) Federal Acquisition Regulation (FAR) and supplements thereto 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.

8. DISPOSITION OF UNSUCCESSFUL BIDS:

In compliance with RFO FAR 4.309, the Government will retain one copy of all unsuccessful bids including the bid bond.

9. OFFERORS QUALIFICATIONS:

To establish its responsibility, the apparent low bidder may be requested by the Government prior to award, to submit a statement regarding his

previous experience in performing comparable work, his business and technical organization, financial and bonding resources and plant available to

be used in performing the work. This action may be requested to determine if the contractor is responsible.

10. LIST OF BRAND NAME OR SOLE SOURCE JUSTIFICATION POSTED ON SAM.GOV

10.1. Not Applicable

11. NG PROTEST

11.1 NG Agency Protest Program is intended to encourage interested parties to seek resolution of their concerns with the National Guard (NG) as an

Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office (GAO) or other external forum.

Contract award or performance is suspended during the protest to the same extent, and within the same time periods as if filed at the GAO. The NG

protest decision goal is to resolve protests within 35 calendar days from filing. An agency protest may be filed with either the Contracting Officer or

the NG Agency's Protest Decision Authority, but not both, in accordance with NG protest procedures.

To be timely, the protests must be filed with the periods specified in RFO FAR 33.104. To file a protest under the NG Agency Protest Program, the protest

must request resolution under that program and be sent to the address below:

National Guard Bureau

Office of the Director of Acquisitions/ Head of Contracting Activity

ATTN: NGB-AQ-O

111 S. George Mason Dr.

Arlington, VA 22204

Email: ng.ncr.ngb-arng.mbx.ngb-task-order-ombudsman@mail.mil

All other agency-level protests should be sent to the Contracting Officer for resolution at the address in the solicitation. See RFO FAR clause 52.233-2.

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.214-3	Amendments to Invitations for Bids. (Deviation 2026-O0038)	2026-02		
52.214-4	False Statements in Bids.	1984-04		
52.214-5	Submission of Bids. (Deviation 2026-O0038)	2026-02		
52.214-6	Explanation to Prospective Bidders.	1984-04		
52.214-7	Late Submissions, Modifications,	2026-02		

and Withdrawals of Bids.
(Deviation 2026-O0038)

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		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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, 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)

Section 00 45 00 - Representations and Certifications

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	2021-02		

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	2022-05		

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

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-2	Equal Low Bids. (Deviation 2026-O0038)	2026-02		

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

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

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

_____ _____

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

(End of provision)

DFARS Provisions Incorporated by Full Text

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

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

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

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

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

(End of provision)

252.204-7017	Prohibition on the Acquisition of	2021-05		

Covered Defense
Telecommunications Equipment
or Services-Representation.

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
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		

Section 00 72 00 - General Conditions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-3	Gratuities.	1984-04		
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		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		

52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02
52.214-18	Preparation of Bids-Construction.	1984-04
52.214-19	Contract Award-Sealed Bidding-Construction.	1996-08
52.214-29	Order of Precedence-Sealed Bidding.	1986-01
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	2026-02
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02

52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.232-27	Prompt Payment for Construction Contracts.	2017-01
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	1984-04

52.249-10	Default (Fixed-Price Construction).	1984-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01		
252.225-7012	Preference for Certain Domestic Commodities.	2022-04		
252.225-7048	Export-Controlled Items.	2013-06		

252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	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
252.243-7002	Requests for Equitable Adjustment.	2022-12
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
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038)	2026-02		

Notice of Price Evaluation preference for HUBZone Small Business Concerns (Feb 2026) (Deviation 2026-O0038)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) Waiver of evaluation preference. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

[ ] Offeror chooses to waive the evaluation preference.

(c) Joint venture. A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

52.219-14	Limitations on Subcontracting.	2026-02		

(Deviation 2026-O0038)

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-

[Contracting Officer check as appropriate.]

[ ] 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 protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé 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)

52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06

Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

(a) Definitions. As used in this provision-

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with

a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [Offeror must select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

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/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

(End of clause)

DFARS Clauses Incorporated by Full Text

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

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or

misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

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

Title	File
B150 HVAC Repair Statement of Work (SOW)	SOW - WAAR232013_Complete

(End of clause)

Section 00 73 00 - Supplementary Conditions

General Decision Number: OH20260072 05/18/2026

State: Ohio

Construction Types: Building

Counties: Ohio Counties of
Clark

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

ASBE0008-010 03/01/2025
Rates Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....$ 35.23 23.04

BROH0022-005 06/01/2024
Rates Fringes
BRICKLAYER.....$ 33.30 18.28

BROH0022-010 07/01/2024
Rates Fringes
TILE SETTER.....$ 30.98 15.82
TILE FINISHER.....$ 28.28 11.05

ELEC0082-004 12/02/2024
Rates Fringes
ELECTRICIAN.....$ 38.00 22.49

ELEV0011-002 01/01/2025
Rates Fringes
ELEVATOR MECHANIC PAID HOLIDAYS: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERN'S DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING, AND CHRISTMAS DAY. B. EMPLOYER CONTRIBUTES 8% OF REGULAR HOURLY RATE TO VACATION PAY CREDIT FOR EMPLOYEE WHO HAS WORKED IN BUSINESS MORE THAN 5 YEARS; 6% FOR LESS THAN 5 YEARS' SERVICE.....$ 57.41 38.44

ENGI0018-034 05/01/2024
Rates Fringes
POWER EQUIPMENT OPERATOR: CRANE.....$ 44.14 16.41

ENGI0066-045 06/01/2017
Rates Fringes
POWER EQUIPMENT OPERATOR: GRADER/BLADE.....$ 32.42 19.66
POWER EQUIPMENT OPERATOR: FORKLIFT.....$ 28.87 19.66
POWER EQUIPMENT OPERATOR (MECHANIC).....$ 32.92 19.66

IRON0044-020 06/01/2025
Rates Fringes
IRONWORKER: ORNAMENTAL.....$ 37.77 23.90

IRON0290-006 06/01/2025
Rates Fringes
IRONWORKER (REINFORCING AND STRUCTURAL).....$ 37.39 25.35

LABO1410-002 04/01/2024
Rates Fringes
LABORER: MASON TENDER - BRICK.....$ 32.25 12.95

LABO1410-004 04/01/2024
Rates Fringes
LABORER: COMMON OR GENERAL; ASBESTOS ABATEMENT (REMOVAL FROM CEILINGS, FLOORS, AND WALLS).....$ 31.65 12.95

PAIN0249-005 05/01/2025

Rates Fringes
PAINTER: BRUSH AND ROLLER.....$ 29.15 13.97

PAIN0387-002 11/01/2023
Rates Fringes
GLAZIER.....$ 31.95 18.20

PLUM0050-009 06/30/2025
Rates Fringes
PIPEFITTER (EXCLUDES HVAC PIPE INSTALLATION).....$ 51.00 32.56

PLUM0162-008 06/01/2024
Rates Fringes
PLUMBER (HVAC PIPE INSTALLATION ONLY).....$ 43.05 27.18

ROOF0042-001 08/01/2025
Rates Fringes
ROOFER.....$ 34.38 19.94

SFOH0669-009 04/01/2025
Rates Fringes
SPRINKLER FITTER (FIRE SPRINKLERS).....$ 48.28 28.08

SUOH2012-074 08/29/2014
Rates Fringes
TRUCK DRIVER: DUMP (ALL TYPES).....$ 22.08 11.51
SHEET METAL WORKER (HVAC DUCT AND HVAC UNIT
INSTALLATION ONLY).....$ 24.23 11.25
PLUMBER, EXCLUDES HVAC PIPE INSTALLATION.....$ 26.68 12.55
PAINTER: SPRAY.....$ 22.78 12.40
OPERATOR: ROLLER.....$ 28.25 12.61
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND
CONCRETE).....$ 30.28 13.29
OPERATOR: LOADER.....$ 29.99 12.80
OPERATOR: BULLDOZER.....$ 26.01 4.95
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....$ 30.26 12.58
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....$ 31.97 9.08
LABORER: PIPELAYER.....$ 23.98 8.58
LABORER: MASON TENDER - CEMENT/CONCRETE.....$ 22.95 8.60
FORM WORKER.....$ 22.41 9.01

DRYWALL HANGER AND METAL STUD INSTALLER.....$ 21.02 4.21
CEMENT MASON/CONCRETE FINISHER.....$ 26.07 12.34
CARPENTER.....$ 21.80 7.13

UAVGOH0021 01/01/2019
Rates Fringes
OPERATOR: OILER.....$ 27.56 16.37

UAVGOH0025 01/01/2018
Rates Fringes
SHEET METAL WORKER, EXCLUDES HVAC DUCT AND UNIT INSTALLATION.....$ 28.10 23.41

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

*** END OF NARRATIVE ***

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: IAW with SOW and contract. DoDAAC: F9B7CE CountryCode: USA CE AF BPN NO MILSBILLS PROCESSES, 1439 F AVENUE BLDG 151 SPRINGFIELD, OH 45502-8789 UNITED STATES Blake Melling

Overall Contract Delivery Period

0001	**Delivery Schedule** From date of lead time event to completion of performance 90 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance

	DoDAAC: F9B7CE CountryCode: USA CE AF BPN NO MILSBILLS PROCESSES, 1439 F AVENUE BLDG 151 SPRINGFIELD, OH 45502-8789 UNITED STATES Blake Melling

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.

(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 and Facilities Management Invoice

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	F87700
Issue By DoDAAC	W50S8Q
Admin DoDAAC	W50S8Q
Inspect By DoDAAC	F9B7CE
Ship To Code	F9B7CE
Ship From Code	———
Mark For Code	———
Service Approver (DoDAAC)	F9B7CE
Service Acceptor (DoDAAC)	F9B7CE

Accept at Other DoDAAC	———
LPO DoDAAC	———
DCAA Auditor DoDAAC	———
Other DoDAAC(s)	———

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

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

(g) *WAWF point of contact.*

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

Seth Taylor; seth.taylor.8@us.af.mil

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

(End of clause)

Section 01 00 00 - General Requirements

1. INSURANCE - MINIMUM AMOUNTS

1.1. Reference Contract Clause titled, "Insurance - Work on a Government Installation (RFO FAR 52.228-5). Types and minimum amounts are as follows:

TYPE AMOUNTS

Workmen's Compensation $100,000 (see paragraph 1.2, below)

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

Comprehensive Automobile Liability $200,000 per person and $500,000 per accident

for bodily injury and $20,000 for property damage

(If applicable) $200,000 per person and $500,000 per occurrence

Aircraft Public and Passenger for bodily injury, other than passenger

Liability and $200,000 per occurrence for

property damage; coverage for passenger

liability bodily injury shall be at least $200,000 multiplied by the number of seats $200,000 multiplied by the number of seats or passengers,

whichever is greater.

1.2. Except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

1.3. NOTE: Before commencing work under this contract, the Contractor shall certify to the Contracting Officer, in writing, that the required

insurance has been obtained. The policies referenced in the certification (s) shall contain an endorsement to the effect that any cancellation or any

material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the state in which this contract is

to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is

longer. The Contractor shall maintain a copy of proofs of required insurance and shall make copies available to the Contracting Officer upon request.

The Contractor shall maintain a copy of all subcontractors' proofs of required insurance and shall make copies available to the Contracting Officer

upon request.

2. SCHEDULING

2.1. Normal base work hours for the Contractor will be between the hours of 7:00 AM through 4:30 PM, excluding Saturdays, Sundays, and Federal

Holidays. If the Contractor desires to work during periods other than above, he must notify the Contracting Officer's Representative (COR) five (5)

working days in advance of his intention to work during other periods to allow assignment of additional inspection forces. When the COR determines

that they are reasonably available, he may authorize the Contractor to perform work during periods other than normal duty hours/days. However, if

inspectors are required to perform in excess of their normal duty hours/days solely for the benefit of the Contractor, the actual cost of the inspection,

at overtime rates, will be charged to the Contractor and will be deducted from the final payment of the Contract amount.

2.2. The following Federal legal Holidays are observed by this base:

New Year's Day 1 January

Martin Luther King's Birthday Third Monday of January

President's Day Third Monday of February

Memorial Day Last Monday of May

Juneteenth 19 June

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

2.3. NOTE: Any of the above holidays falling on a Saturday will be observed the preceding Friday; holidays falling on a Sunday will be observed on

the following Monday.

2.4. Prior to commencing work on the job initially, resumption of work after prolonged interruption (7 calendar days or more), commencement of any

warranty work, and upon completion of warranty work, the contractor must notify the Contracting Officer (or the Contracting Officer's

Representative). When relocating to new sites, returning to sites for follow-up work on a phased work plan, notification to the Contracting Officer's

Representative is sufficient. Notification should be by personal contact; however, advance notification may be by telephone, or in writing, and should

be accomplished sufficiently in advance to allow scheduling of inspection forces. The purpose of the above precautions is to ensure construction

inspection and recording of work proceedings.

2.5. The organization of the specifications into divisions, sections, and articles, and the arrangement of the drawings shall not control the Contractor in

dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.

3. INVOICING AND PAYMENT

3.1. Properly prepared invoices, bearing the contract number, shall be submitted in duplicate to the Contracting Office, 178MSG/MSC, 5319 Regula

Ave., Springfield, OH 45502, on designated invoice forms provided at the pre-construction meeting PRIOR to uploading in Wide Area Workflow

(WAWF) the DFAS paying system. This submission will be for review prior to submitting an electronic invoice through Wide Area Workflow

(WAWF). Payment will be made by in accordance with RFO FAR clause 52.232-5 Fixed-Price Construction Contracts and RFO 252FAR clause 52.232-27, Prompt

Payment for Construction Contracts, all payments will be made by electronic transfer of funds (EFT).

3.2. To meet compliance with RFO DFARS 252.232-7003, Electronic Submission of Payment Requests, you shall submit your request for payment

(invoice) through WAWF. For more information on the WAWF system, including how to register, visit https://wawf.eb.mil. Payment will be made by

paying office specified in the contract award in accordance with the clauses Payments under Fixed-Price Construction Contracts, RFO FAR 52.232-5, and

Prompt Payment for Construction Contracts, RFO FAR 52.232-27.

3.3. The Government will make payment through WAWF upon satisfactory completion of work AND receipt of a proper certification for payment.

Do not input invoice into WAWF until the pre-approval of invoice is received from the contracting officer. This will lessen the need for rejections in

WAWF Payment may be withheld unless all contractual requirements including but not limited to: RECEIPT OF PROPER WEEKLY PAYROLLS

IAW DAVIS BACON REQUIREMENTS, Small Business Subcontracting Reports, have been timely received.

3.4. All requests for payments through WAWF must include a Subcontractor Payment Register pursuant to RFO FAR Clause 52.232-5 and a contractor's

certification that reads as follows:

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

The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract; 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 requirements of Chapter 39 of Title 31, United

States Code; This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from

subcontractor or supplier in accordance with the terms and conditions of the subcontract; and This certification is not to be construed as final

acceptance of a subcontractor's performance.

3.5. The Government will make payment upon satisfactory completion of work AND receipt of a proper certification for payment. Payment may be

withheld unless all contractual requirements, including but not limited to: RECEIPT OF PROPER WEEKLY PAYROLLS IAW CONSTRUCTION

WAGE REQUIREMENTS RFO FAR 52.222-6, have been timely received. Payrolls shall indicate CLIN to which they are applicable.

3.6. A release of claims is required for all final payment requests and shall be submitted by the contractor with the final invoice.

4. CONTRACT ADMINISTRATION

4.1. The contracting office of the 178th MSG/MSC is the office having administrative jurisdiction over this contract for all matters. A list of the

names and telephone numbers of the Government team comprising the contract administrator, Contracting Officer's Representative (COR),

consultant, and point of contact at the project site will be provided at the post-award/pre-construction conference.

4.2. All correspondence shall be addressed to the Contracting Officer. A copy of all correspondence shall be furnished to the contracting officer's

representative. Enclosures attached to or transmitted with the correspondence shall also be furnished with an original and one copy. Each letter shall

reference the contract name, contract number, project number, and project title, and shall have only one subject. For tracking purposes, a sequential

numbering system should be used for all correspondence.

5. PAPERLESS CONTRACTING

5.1. The National Guard is fully committed to the Federal Government's electronic commerce and paperless contracting initiatives. As such, it is

anticipated that to the maximum extent possible to include but not limited to correspondence, modification distribution, etc., to include specifications

and drawings, will be issued using electronic methods, i.e., electronic mail (e-mail). Contractors shall have and maintain capability to receive

documents in this manner.

5.2. Additionally, it is anticipated that within the life of this contract, other electronic processes will be enacted. These include, but are not limited to,

electronic bidding/offers, change order proposals, and electronic invoicing. When implemented by the Contracting Officer, contractors shall

participate fully in any of these new requirements at no additional cost to the Government.

6. TELEPHONE COMMUNICATIONS SECURITY MONITORING

All communications with DOD organizations are subject to communications security (COMSEC) review. Contractor personnel must be aware that

telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the

military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DOD organizations.

Therefore, civilian contractor personnel are advised that any time they place a call to, or receive a call from, a DOD organization, they are subject to

COMSEC procedures. The contractor shall assume the responsibility for ensuring wide and frequent dissemination of the above information to all

employees dealing with DOD information.

7. UTILITY SERVICES

The Contracting Officer has determined that Government-operated utilities are adequate and will be furnished to the contractor without charge where

existing outlets are available. The contractor is responsible for installing temporary service outlets, as necessary, at its expense in accordance with the

clause entitled "Availability and Use of Utility Services" (RFO FAR Clause 52.236-14). The following utilities will be available: Electricity and Water.

8. PREPARATION OF MATERIAL APPROVAL SUBMITTALS

The contractor shall submit all materials and articles requiring approval, as required by the Material and Workmanship Clause, RFO FAR 52.236-5.

Submittals shall be made using AF Form 3000 or approved equal. Submittals shall be processed in accordance with the procedures in Section 01 33

00, Submittals. Submittals shall be given a distinct identification system by CLIN if multiple CLINs are applicable. Individual submittal documents

shall not be comprised of items for more than one CLIN. Address for delivery of submittals will be provided at the post award/pre-construction

conference. The contractor is reminded that an individual within the company who has authority to make the certification must sign the certification

on the AF Form 3000.

9. WORK PROGRESS AND PREPARATION OF PROGRESS SCHEDULES AND REPORTS

9.1. A weekly meeting may be held with the Contractor, COR and Contracting Officer (KO), if necessary, to discuss work progress, problems and

potential change orders. The Contractor shall attend these meetings at no additional cost to the Government. Prior to beginning work on specific work

elements of a project, the contractor shall confer with the COR and agree on a sequence of procedures and means of access to premises and buildings;

space for storage of materials and equipment; delivery of materials; and use of approaches, use of corridors, stairways and similar means of passage.

9.1.1. In accordance with RFO FAR Clause 52.236-15, "Schedules for Construction Contracts", the contractor shall within five days after work commences

on the contract, or another period of time determined by the KO, prepare and submit to the KO for approval three copies of a practicable schedule

showing the order in which the contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing

features of work. A composite schedule for the overall contract shall also be provided. The schedule shall be on an AF Form 3064, Contract Progress

Schedule, or an approved computer-generated format similar to the AF Form 3064. The work shall be scheduled so that, upon the start of

construction, work progresses in a continuous and diligent manner. A schedule which does not reflect steady and reasonable progress throughout the

construction period will be rejected. Both the Contractor and the COR are required to provide monthly progress reports covering the period from

notice to proceed through final inspection. Unless agreement cannot be made on the applicable percentage of progress a joint report will be submitted

to the Contracting Officer. These reports shall be submitted on the NGB Contract Progress Report form (similar to an AF Form 3065), or an approved

computer-generated similar format. These reports shall track progress by CLIN, if contract contains multiple CLINs, multiple AF Form 3064 and NG

Contract Progress Reports will also be required for payment purposes.

9.2. Additionally, for projects exceeding $1M, the contractor shall provide a project plan in a commercially available network scheduling software

that meets requirements of the specification to define work tasks and track progress. At least five days prior to work initiation, the contractor shall

provide the Contracting Officer a copy of the plan that shall include definition of rescues. No work may start until the Contracting Officer approves

the plan in writing.

9.3. The Contractor shall prepare a work progress schedule required for completion of each of the various divisions of work. Updated plans and Form

3064 showing work progress shall be provided as needed If there are possible deviations from the original plan, those must be noted and approved by

the Contracting Officer before work changes are implemented. The schedule shall be submitted to the Contracting Officer, in the number of copies as

directed. Reference Contract Clause RFO FAR 52.236-15, "Schedules for Construction Contracts". The reports contemplated by the clause herein titled

"Schedules for Construction Contracts" shall be accomplished on and in accordance with instructions pertaining to AF Form 3064, "Contract Progress

Schedule" and a National Guard Contract Progress Report".

10. NOTICE OF COMPLETION OF CONSTRUCTION/PRE-FINAL AND FINAL INSPECTION

10.1. The contractor shall conduct a pre-final inspection in the presence of the Contracting Officer's Representative (COR) prior to the date scheduled

for Final Inspection. Any discrepancies noted shall be corrected prior to Final Inspection.

10.2. The contractor shall request scheduling of a final inspection in writing to the Contracting Officer at least five (5) working days prior to the

desired date or as otherwise negotiated with the Contracting Officer.

10.3. Civil Engineering personnel and the Contracting Officer will perform the Final Inspection in the presence of the contractor, and any

discrepancies noted shall be corrected within the time specified by the Contracting Officer.

10.4. Final Inspection shall not constitute acceptance of a project unless so stipulated by issuance of a separate acceptance notice.

10.5. The contractor is cautioned to ensure they have completed adequate Quality Control reviews prior to scheduling pre-final or final inspections. In

the event the Contracting Officer finds that the project is not ready for the applicable inspection, (too many discrepancies) the contractor may be held

liable for the costs of a repeat inspection. If the inspection involves A-E personnel these costs may include additional labor, travel and miscellaneous

expenses.

11. DESIGNATION OF TECHNICAL REPRESENTATIVE

The Contracting Officer will appoint a qualified Contracting Officer's Representative (COR) for the purposes of technically administering the

contract; however, all matters concerning this contract or any work ordered placed against this contract must first be approved by the Contracting

Officer. This in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in terms of the contract.

12. CONTRACTOR STAFF AND EMPLOYEES

12.1. Prior to commencing on-site construction, the contractor shall provide the Contracting Officer with a telephone number and email address at

which the contractor or his representative may be contacted at any time during regular working hours and an emergency number at which the

contractor may be contacted in situations requiring immediate attention.

12.2. Supervision. The Government shall not exercise any supervision or control over the contractor employees performing services under this

contract; such employees shall be accountable not to the Government, but solely to the contractor, who in turn is responsible to the Government.

12.3. Contractor's Employees. All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may, in

writing, require the contractor to remove from the job site, any employee the Contracting Officer deems incompetent, careless or otherwise

objectionable.

13. CONTRACTOR OFFICE AND STORAGE

13.1. Parking of contractor vehicles shall be restricted to the contractor's designed on-site area or the work area. The company name shall be

prominently displayed on all construction vehicles parked on the job site.

13.2. Security of material storage areas on the job site shall be the responsibility of the contractor. The area shall be kept neat and orderly and free of

debris.

14. RECORD DRAWINGS

During construction of a project and on the job site, the contractor shall maintain a completed record of all changes and corrections from the layout

shown on the drawings, if applicable. The contractor shall enter such changes and corrections on contract or record drawings promptly and submit the

"red line" drawings to the Contracting Officer upon completion of the project. The record drawings shall indicate all changes and corrections

concerning the actual locations of all sub-surface utility lines. In order for the location of these lines and appurtenances to be determined in the event

the surface opening or indictors become covered or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface

features, the end of each run including each change in direction. Valves splice boxes, and similar appurtenances shall be located by dimensioning

along the utility run from a reference point. The average depth below the surface of each run shall also be recorded. The Government does not

guarantee the accuracy of existing record drawings; it is the contractor's responsibility to verify all as-built conditions.

15. VERIFICATION OF DIMENSIONS

The contractor shall be responsible for the coordination and proper relation of all aspects of the work. He/she shall field verify all dimensions and

advise the Contracting Officer of any discrepancies prior to proceeding with any phase of the work. Where exact locations are not given for the

positioning of equipment and devices, they shall be positioned to permit easy access for maintenance and for removal and replacement of component

parts.

16. SECURITY REQUIREMENTS

16.1. The contractor shall comply with all security regulations imposed by the base/post commander and/or agency occupying the space where work

is to be performed. Any necessary security clearances shall be obtained prior to commencement of work.

16.2. It is expected that new security requirements to satisfy contractor personal identification requirements in Homeland Security Presidential

Directive (HSPD-12), ''Policy for a Common Identification Standard for Federal Employees and Contractors,'' and Federal Information Processing

Standards Publication (FIPS PUB) Number 201, ''Personal Identity Verification (PIV) of Federal Employees and Contractors'' are incorporated in the

life of this contract. Contractor shall comply with all requirements, at no additional cost to the Government.

16.3. The contractor shall ensure that all parts of the facility where work is being performed are adequately protected against vandalism and theft.

16.4. Contractors shall follow instructions provided by the Security Forces for access to the 178 Wing Spring-Beckley ANGB. If a gate pass is not

granted to a contractor allowing the delivery of goods, execution of warranty support, or performance of services please contact the contracting

officer. Be sure that all employees have the proper ID (driver's license, state ID, immigration card, U.S. Passport, etc.). If they do not have the proper

ID, they will be turned away.

16.5. The Prime Contractor and all its subcontractors will be required to wear orange or lime colored safety vests while performing work on the

installation.

16.6. U.S. Government will not be held liable for any delays or breach of contract caused by refusal of the Security Forces to allow entry.

16.7. All prospective contractors MUST be U.S. citizens or MUST have established and maintain legal residence in the U.S. and are authorized by the

US government to work in the United States (i.e., Green card, worker authorization, etc.). All prospective contractors MUST have at least one form of

U.S. government issued photo identification (driver's license, U.S. passport, U.S. work visa, etc.) for entry to the installation. Security Forces will

review any questionable identification documents for determination as to whether said identification is authorized for access to the installation.

16.8. All prospective contractors/contractor employees, once it has been established that they maintain the appropriate credential as described in one

above, are subject to a Criminal History Check.

16.9. Note: For the purposes of Contracting services, it is implied that, that all parties agree to a Criminal History Background Check once entered

into any contract. Any documents that are provided and found fraudulent to include, but not limited to driver's licenses, contracting licenses, etc., will

result in an arrest and potential termination for default from the contract. All contractors are subject to search in order to obtain entry onto the

installation and while working on the installation. Any refusal to submit to a search of their person or vehicle will be deemed as an act of aggression

against the installation and will be cause for dismissal from the installation and revocation of future privileges and installation access.

1. 1.Access and General Protection/Security Policy and Procedures. This standard language is for contractor employees with an area of

performance

within Government controlled installation, facility, or area. The contractor shall comply with all applicable installation/facility access and local

security policies and procedures, which may be obtained from the Contracting Officer's Representative (COR). The contractor shall also provide

all information required for background checks to meet installation access requirements to be accomplished by the local installation's Security

Forces,

Director of Emergency Services or local Security Office. The contractor shall ensure compliance with all personal identity verification

requirements

as directed by DoD, HAF and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in

contractor security matters or processes.

2. 1b.For Contractors that do not require CAC, but require access to a DoD Facility and/or Installation. Contractor and all associated subcontractors

employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index

(NCIC-III) and Terrorist Screening Database (TSDB) (DODIO 2000.16V1_DAFI 31-145, DAFI 31-101 and DODM 5200.08v3_DAFMAN 31-

101v3), applicable installation, facility and area commander installation/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.

3. 4.Antiterrorism Awareness Level I Training (AT Level I). This standard language is for contractor employees with an area of performance

within a

US Government controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access to US

Government installations, facilities and controlled access areas shall complete AT 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. AT Level I may be accomplished by a Level I

qualified

instructor; completing the Force Protection computer-based training (CBT) course on Joint Knowledge Online (JKO) at https://jkodirect.jten.mil

/Atlas2/page/login/Login.jsf. For those without a CAC, select "Non-CAC" user on the JKO site. Tracking for each contractor or subcontractor

employee is the responsibility of the COR or unit AT Representative.

a. AT Level 1 awareness training is available at the following website: Level I Antiterrorism Awareness Training

17. REGULATIONS

17.1. The contractor shall comply with all applicable Federal, State, Local, DOD, National Guard Bureau, Army and Air Force regulations pertaining

to safety, traffic control and fire prevention.

18. TRANSPORTATION, HANDLING AND STORAGE

18.1. The contractor shall coordinate with suppliers and shippers to ensure that incoming materials are properly identified with the contractor's name,

contract number and project title. The contractor shall designate an authorized individual to be available to receive shipment. The Government will

not provide storage other than that available at the project site.

18.2. Storage of supplies, materials and equipment on the project site shall be accomplished in such a manner to prevent mechanical and climatic

damage and loss due to vandalism or theft. Equipment temporarily removed in the performance of work and stored on the job site shall be stored and

protected in accordance with previous paragraphs and shall be replaced in a condition compatible with its original state. Security for equipment and

material removed from the job site for temporary storage until reuse shall be the responsibility of the contractor.

19. CLEANUP AND DISPOSAL OF DEBRIS AND FILL MATERIALS

19.1. At the end of each workday, the contractor shall clean up the work and storage areas and stack all materials in a manner approved by the

Contracting Officer or his designated representative. Upon completion of a project, the contractor shall ensure that all dirt, trash, and debris resulting

from the construction operations are removed from the work area. Unless directed otherwise in the contract or by the Contracting Officer, disposal of

debris shall be made at the contractor's expense and shall be delivered to a state approved disposal site located off base. Debris shall not be left in such

a manner that wind or other weather conditions can cause the debris to be scattered outside the work area (i.e., on nearby runways, ramps or taxiways).

19.2. The hauling and disposal of excess fill material including rock, gravel, sod, broken concrete or asphalt, plaster, etc., shall be the responsibility of

the contractor. Disposal shall be in accordance with applicable state and local regulations.

20. ENVIRONMENTAL IMPACT

All waste materials generated by any work under the contract performed on a Government installation shall always be handled, transported, stored,

and disposed of by the contractor and by his subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations,

court orders, and other types of rulings having the effect of the law. Should the United States Government be held liable for any neglect or improper

actions by the contractor or any subcontractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government

for all such liability.

21. HAZARDOUS MATERIALS

21.1. Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of

the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting

Officer directs the contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a

contract modification may be required, subject to equitable adjustment under the terms of the contract.

21.2. The contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in project areas. Friable asbestos

containing material is any material that contains more than one percent asbestos by weight, and that hand pressure can crumble, pulverize or reduce to

powder when dry. Non-friable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturation,

impregnation or coating. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and enduse.

However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal,

demolition, or other similar activities. 29 CFR 1910.1001 shall be referenced in the event asbestos-containing materials are encountered. Friable

asbestos-containing materials are not authorized for use in new construction or maintenance projects.

22. POLLUTION ABATEMENT

22.1. All work shall be performed in a manner minimizing pollution of air, water and land as required.

22.2. Transporting materials to or from the site shall be accomplished in a manner preventing materials or particles from becoming airborne. Earth

materials shall be wetted or otherwise protected. Gravel, sand and concrete shall be contained within vehicles to prevent spillage. Tarps must be

fastened overload before entering surrounding streets. Removal of any materials dropped or blown off vehicles shall be the responsibility of the

contractor.

22.3. Burning of any material is strictly prohibited.

22.4. Stream beds, lakes, drainage ways, sanitary and storm sewers, etc., shall not be polluted by fuels, oils, bitumen, acids or other harmful materials.

Grading shall be accomplished to prevent surface drainage from the construction site containing harmful amounts of sediment from draining onto

adjacent areas.

22.5. Flushing of concrete trucks is restricted to the location specifically designed for this purpose by the Contracting Officer's Representative.

22.6. Excess mortar, plaster or drywall materials shall not be disposed of on Government property. Water utilized for plastering or drywall equipment

shall be disposed of in accordance with the instructions of the COR, and under no circumstances shall water be disposed of in areas which are planted

or scheduled to be planted.

23. COORDINATION WITH GOVERNMENT ACTIVITIES

23.1. If it becomes necessary to interrupt work activities in buildings and/or areas for construction purposes, permission to do so must be requested in

writing to the Contracting Officer 7 working days prior to commencing work on the planned interruption and shall be subject to Civil Engineering

approval. Written requests for street closing shall be submitted for approval of the Civil Engineer 14 working days prior to closing the street.

23.2. Work in connection with this contract which requires utility outages, including electrical, water, gas, steam, etc., which will stop or limit (as

determined by the Contracting Officer) normal activities in the building, construction area or other affected areas, shall be performed by the contractor

at a time other than the regular work period of the organization occupying the facility. Work required by the contractor on a non-standard basis or at

premium pay shall be done at no additional cost to the Government. Request for utility outages shall be submitted to the Civil Engineer, in writing 14

working days prior to commencing work and shall be subject to his/her approval.

23.3. Any temporary construction for facilities used by the contractor for preventing interruption of normal work activity or loss of utility services

shall be subject to Contracting Officer's approval.

24. UNAUTHORIZED PERSONNEL

The contractor shall inform all personnel working under his jurisdiction (including subcontractor and visiting supplier personnel) that access to areas

outside of the immediate work area; excluding direct haul and access routes, contracting and Civil Engineering offices, and points of supply and

storage; is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above will be apprehended and

appropriately disciplined.

25. PERFORMANCE EVALUATION OF CONTRACTOR

25.1. As a minimum, the contractor's performance will be evaluated upon final inspection. Any specific requirements for contract quality control and

quality assurance by the Government personnel will be defined in the specifications. The contractor will be rated as outstanding, satisfactory or

unsatisfactory in the areas of contract quality control, timely performance, effectiveness of management, compliance with labor standards, and

compliance with safety standards. The contractor will be notified of any unsatisfactory rating, either in an individual element or in the overall rating,

prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance evaluation reports will be

available to all DoD Contracting Officers for their future use.

26.2 Past Performance evaluations will be posted via https://www.cpars.gov. It is the responsibility of the contractor to request access to this site.

26. CONTRACTOR QUALITY CONTROL

26.1. The contractor shall comply with the quality control provisions as specified herein. The Contractor shall perform all quality control inspection

and/or testing required by this contract unless specifically designated to be performed by the Government. The quality control system consists of

plans, workmanship, fabrication, construction, and operations that comply with contract requirements. The system shall cover construction operations,

including fabrication both on-site and off-site, and shall be keyed to the proposed construction sequence. If the contractor fails to submit an acceptable

quality control plan within the time herein prescribed, the Contracting Officer may refuse to allow construction to start if an acceptable interim plan is

not furnished or may withhold funds from progress payments in accordance with the contract clause titled, "Payments under Fixed Price Construction

Contracts", until such time as the contractor submits an acceptable final plan.

26.2. Quality Control Plan

26.2.1. General. Upon receipt of the Notice of Contract Award, the contractor's quality control plan (2 copies) shall be submitted for acceptance in

accordance with SOW.

26.2.2. Acceptance. The Contracting Officer's Representative will review the quality control plan. The contractor shall make such changes and

additions as necessary for clarity and completeness as requested by the Contracting Officer's Representative through the Contracting Officer.

Acceptance of the contractor's plan is predicated on satisfactory performance during construction. Acceptance is conditional and the Government

reserves the right to require the contractor to make changes in quality control plans, personnel and operations to correct deficiencies and to assure

contract compliance.

26.2.3. Changes. When the contractor proposes changes in the quality control plan or implementation during construction, the Contracting Officer

shall be notified in writing. The contractor shall implement no changes prior to acceptance in writing by the Contracting Officer.

27. SAFETY ASSURANCE

27.1. Compliance with Regulations. All work including the handling of hazardous materials or the disturbance or dismantling of structures containing

hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926. Work involving the disturbance or dismantling of asbestos

or asbestos-containing materials; the demolition of structures containing asbestos; and/or disposal and removal of asbestos, shall also comply with the

requirements of 40 CFR, Part 61, Subpart A. All work shall comply with applicable state and municipal safety and health requirements. Where there

is a conflict between applicable regulations, the most stringent shall apply. The Safety Manual is available at the following web site: https://www.

usace.army.mil/Missions/Safety-and-Occupational-Health/Safety-and-Health-Requirements-Manual/.

27.2. Contractor Responsibility. The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining

to the health and safety of personnel during the execution of work. The Government shall not be held liable for any actions on the part of the

contractor, his employees or subcontractors, which result in illness, injury or death.

27.2.1. Inspections, Tests and Reports. The required inspections, tests and reports made by the contractor, subcontractors, specially trained

technicians, equipment manufacturers and others as required, shall be at the contractor's expense.

27.2.2. Materials and Equipment. Special facilities, devices, equipment, clothing and similar items used by the contractor in the execution of work

shall comply with applicable regulations.

27.2.3. Traffic Control Devices. The contractor shall comply with the recommendations contained in Part 6 of the U. S. Department of Transportation,

Federal Highway Administration's "Manual on Uniform Traffic Control Devices", latest edition available at http://mutcd.fhwa.dot.gov/ to ensure

proper warnings to motorists and adequate traffic control. The contractor shall provide all warning lights, barricades and other traffic control devices

and signs.

28. Reserved.

29. Reserved.

30. PRE-CONSTRUCTION CONFERENCE

Before work commences on this contract, the Contracting Officer will conduct a conference to acquaint the contractor with Government policies and

procedures that are to be observed during the execution of the work and to develop mutual understanding relative to the administration of the contract.

Contractors and/or major subcontractors shall attend this meeting at no additional cost to the Government.

31. PARTNERING

The Government intends to encourage the formation of cohesive partnerships with the contractors on selected contracts. This partnership will be

structured to draw on the strengths of each organization in order to identify and achieve reciprocal goals. The objective is effective contract

performance in achieving completion within budget, on schedule, and in accordance with the Plans and Specifications. This partnership between the

contractor and the Government will be voluntary and its implementation will not be a part of the contract requirements, nor will it result in a change to

the contract price or terms.

32. MILITARY REAL PROPERTY DATA - DD FORM 1354

32.1. Contractors shall furnish real property data to the Government for each new construction and /or renovation project awarded, unless otherwise

notified. The real property data shall be furnished via DD Form 1354, Transfer and Acceptance of Military Real Property, or in a format prescribed on

the DD Form 1354. The Contractor is responsible for accuracy of data current up to the time of submission.

32.2. For major renovation and/or complex projects, or those expected to exceed 12 months, the Contractor shall furnish real property data no less

than on a quarterly basis. Frequency of submission shall be standard throughout the duration of the project. Contractors are advised to record

information on the DD Form 1354 (or approved facsimile) as the project progresses, due to the volume of data required to be furnished. Upon

completion of the project, the Contractor shall furnish a final, comprehensive DD Form 1354.

32.3. DD Form 1354 accounts for five percent (5%) of the total contract amount and therefore, 5% must be shown on the AF Form 3065 or similar

breakdown of costs submitted for payment purposes. Upon acceptance of data by the real property specialist, the contractor may invoice for

submission of real property data.

32.4. Contractors should contact the COR with questions pertaining to the DD Form 1354. For construction data assistance, Contractors may consult

the COR assigned to the project.

33. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

33.1. This Paragraph specifies the procedure for the determination of time extensions for unusually severe weather. For the Contracting Officer to

award a time extension under this clause, the following conditions must be satisfied:

33.1.1. 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.

33.1.2. 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.

33.1.3. Weather delays will be based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will

constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect consideration of these anticipated

adverse weather delays in all weather-dependent activities.

33.1.4. Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the contractor will record on the daily

Contractor Quality Control (CQC) report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse

weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled workday.

33.1.5. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in

previous month), be calculated chronologically from the first to the last day of each month and be recorded as full days. If the number of actual

adverse weather delay days exceeds the number of days anticipated, the Contracting Officer will convert any qualifying delays to calendar days,

giving full consideration for equivalent fair-weather workdays, and issue a bilateral modification.

END OF SECTION

*** END OF NARRATIVE ***

Requirements

The objective is to demolish the existing CRAC unit in the secure area server room, and replace it with three (3) smaller CRAC units (must be right-sized by the contractor), including all accompanying and necessary items or accessories which may include condensing units, evaporators, economizers, linesets, thermostats, exterior concrete pads, and all factory start up and programming.