

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 22
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 10-Sep-2024	4. REQUISITION/PURCHASE REQ. NO. F9J3RP4179AW01		5. PROJECT NO. (If applicable) KELL169014
6. ISSUED BY USPFO TX 149 MISSION SUPPORT CONTRACTING 107 HENSLEY STREET, BLDG 962, SUITE 2 LACKLAND AFB TX 78236-0123	CODE W50S78	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W50S7824B0002	
		X	9B. DATED (SEE ITEM 11) 09-Aug-2024	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contract or <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The following will be incorporated into the amendment as follows: Change: Proposal due date from 13 Sept to 17 Sept at 2:00PM CT. Add: JBSA Soil Management Plan (Attachment 12) Add: Kelly Annex Corrosion Control TOFO Sheet (Attachment 13) Add: Addendum 3 - Cover Page, and 19 addendum sheets. Change: Bid Schedule Table 1.1 "Division 28 Access Control & Security" to "Division 29 Access Control & Security". Change: Section 00 21 00 email from "...subject line that multiple emails will be received using the following format:" email to disk. Incorporate all RFI Responses (1 - 230).				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 10-Sep-2024

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

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The following have been modified:

BID SCHEDULE, NOTES

SECTION 00 10 00 NOTES

1. All information relating to this IFB, including pertinent changes/amendments and information will be posted on web site: <http://www.SAM.gov>.
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: <http://www.SAM.gov>. For security reasons, all potential offerors, 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://www.sam.gov/portal/public/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 - The Table 1.1 must be completed and all items must be priced. The Base bid subtotal, option subtotal, and Total Price (Base Bid + Options) must be priced.
 - (c) A Bid Bond and Power of Attorney (POA) is required along with the bid on the due date. In accordance with DoD Deviation 2020-O0016, electronic signatures and electronic, mechanically-applied, or printed dates may be used and shall be considered original signatures and dates. A copy of the bond and POA may be submitted with the bid, with the original signed copy with Seal to be submitted no later than date/time in block 13.A. The bid bond must be on a SF24 form. Rejection of a bid bond shall be in accordance with 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 FAR 4.102. 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. W50S78-24-B-0002", 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 FAR 4.102(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 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 FAR 19.302 (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 FAR solicitation provision 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, and paragraph (c) of FAR solicitation provision 52.219-1, Small Business Program Representations, in accordance with 52.204-8(d) and 52.212-3(b) 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.

Table 1.1 Bid Schedule

Corrosion Control Facility		Cost
CLIN 0001		
Division 03	Concrete	
Division 04	Masonry	
Division 05	Metals	
Division 06	Wood/Plastics/Composites	
Division 07	Thermal/Moisture Protection	
Division 08	Openings	
Division 09	Finishes/Interior Construction	
Division 10	Specialties	
Division 12	Furnishings	
Division 21	Fire Protection	
Division 22	Plumbing	
Division 23	HVAC	
Division 26	Electrical	
Division 27	Fire Detection and Alarm	
Division 28	Communications Cabling	
Division 29	Access Control & Security	
Division 31	Site Preparation	
Division 32	Site Improvements	
Division 33	Site Utilities	
	*Base Bid - All Other Costs not captured above * DO NOT include a breakout of Overhead & Profit	
	CLIN 1 Total	
OPTIONAL BID ITEMS		
CLIN 1001 Bid Option 1	TRANSLUSCENT FIBERGLASS SANDWICH WALL PANEL ILO IMP	
CLIN 1002 Bid Option 2	SEGMENTAL BRICK SCREEN WALL, 20'L x 40" H, 10 each. 8" CMU WALL WITH BRICK VENEER EACH FACE, W/ A CAST STONE MASONRY COPING	
CLIN 1003 Bid Option 3	PREFINISHED STANDING SEAM METAL ROOF ILO METAL ROOFING R-PANEL	
CLIN 1004 Bid Option 4	HANGAR BAY 5 PART EPOXY FLOORING ILO 3-PART EPOXY FLOORING	
	BASED BID + OPTION LINE ITEMS	

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SECTION 00 10 00 - SOLICITATION

The required response date/time has changed from 13-Sep-2024 02:00 PM to 17-Sep-2024 02:00 PM.

SECTION 00 21 00 - INSTRUCTIONS

The following have been modified:

INSTRUCTIONS TO OFFERORS

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

1. Description of the Project:

Construct a Corrosion Control Facility utilizing conventional design and construction methods to accommodate the mission of the facility. Facilities will be designed as permanent construction in accordance with the DoD Unified Facilities Criteria (UFC) 1-200-01, General Building Requirements and UFC 1-200-02, High Performance and Sustainable Building Requirements. The facility should be compatible with applicable DoD, Air Force, and base design standards. In addition, local materials and construction techniques shall be used where cost effective. This project will comply with DoD antiterrorism/force protection requirements per unified facilities criteria. As described in this solicitation, this project is to be completed based on a previously completed 100% design. The Brand Name requirements in support of this project are: 1. Fire alarm control panel: Monaco MAAP-X, 2. Heating, Ventilation, and Air Conditioning (HVAC) Chiller System: Trane North America, 3. WebCTRL Climate Control System.

2. Instructions to Bidders:

2.1. You are invited to submit a bid in response to our Invitation for Bids (IFB) entitled: W50S78-24-B-0002 entitled Corrosion Control Facility, Project Number KELL169014, at the Texas Air National Guard, Joint Base San Antonio (JBSA) Lackland Air Force Base (AFB), 149th Fighter Wing.

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

2.3. This solicitation is set-aside 100% for small businesses and only qualified bidders may submit bids. Per the North American Industry Classification System NAICS 236220, the small business size standard is \$45 million average annual revenue for the previous 5 years. The PSC Code is Y1CZ.

3. Notice of Pre-Bid Conference and Site Visit:

3.1. A Site Visit and Pre-Bid conference will be conducted on 20 August 2024 at 9:00 AM (CST) for the purposes of briefing on the bid requirements and answering questions regarding this solicitation. This conference will be held at the 149 Civil Engineering Squadron, building 970, located at 1413 Billy Mitchell Blvd, Lackland AFB, Texas, 78236. Interested Contractors are highly encouraged to attend the pre-bid conference. The site visit will be held following the conference.

3.2. Due to security conditions, all offerors must register to attend this conference and site visit. Contractors are to be sponsored by 149th FW members. Required Guest Information to be submitted to all three Government personnel, includes: Last/First name, DOB, Country of Birth, ID Type, ID Number, Country of Issue, and State of issue.

Email the above information for all attendees to all Government personnel below:

Send TO:

Jose Acosta-Andujar (jose.acosta_andujar.1@us.af.mil),

Frank Ramirez (frank.ramirez.3@us.af.mil),

Trevor Ellis (trevor.ellis.4@us.af.mil)

Amanda Bogue (amanda.m.bogue.civ@army.mil)

Joel Yerkey (joel.yerkey.1@us.af.mil)

Mark Green (mark.green.23@us.af.mil)

SUBJECT: SITE VISIT – W50S7824B0002 Construct Corrosion Control Facility.

3.3. This information must be provided 5 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 pre-proposal conference. This information will be provided to the Base Security Forces who will authorize your entrance to the site.

3.4. Visitors must pick up their passes at the Installation's Main Visitor's Center located at the Luke Gate next to Wilford Hall Hospital, prior to arrival. Please arrive 1 – 2 hours early to allow sufficient time for processing. You will be required to present the following information upon arrival: (1) Vehicle Registration, (2) Valid Drivers 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.

3.5. 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.

3.6. A record of the conference will be 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.

4. FORMAL COMMUNICATION, OFFEROR EXPLANATIONS:

4.1. Submit all questions via email (in writing) to the contracting office at the address shown below. DO NOT contact engineers or A-E firm, as this will only delay receipt of answers. Questions must be received 5 calendar days prior to initial bid opening. Answers will be provided with questions, on a non-attribution basis to all eligible, interested parties. ***RFIs are due by 5:00 PM CST on 5 September 2024 regardless of any time extensions to the Bid due date.**

4.2. Submit all questions in the format shown below by email to the contracting office at the addresses show below. Do NOT contact AE or Engineering personnel directly. Doing so will only delay your answer. All questions must come through the Contracting Office.

Email: 149MSG.MSC.Contracting@us.af.mil

CC: mark.green.23@us.af.mil, joel.yerkey.1@us.af.mil and amanda.m.bogue.civ@army.mil

Subject Line: RFI - W50S7824B0002 – Corrosion Control Facility

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.)

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. 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>. 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. 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. Amendments, if/when issued will be posted to <https://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.

5. BID SUBMISSION:

Hand Carried Bids and Mailed in Bids, are the **ONLY** allowed methods for qualifying for the Public Bid Opening. Bid Submissions on a formatted disk will also be required on day bids are due. A formatted disk with your bid submission is required. Formatted disk bid documents will not be assessed by the Government until after Public Bid Opening has occurred. Files on the formatted disk are for Electronic Records keeping only.

NOTE: If mailing in Bid, please allow for adequate days for delivery so Bid will make it to the United States mailed in Bids that are past the Bid Opening time may not be considered for opening.

BIDS ARE TO BE RECIEVED NO LATER THAN THE DATE LISTED IN BLOCK 13 OF THE SF 1442.

Bid Package - Address to:

149th Fighter Wing Contracting Office
Attention: M. Green / J. Yerkey (Phone: 210-925-8211)
107 Hensley St.
Bldg. 962, STE 2
Lackland AFB, TX 78236
(For Solicitation W50S78-24-B-0002)

Bid package must be completed and mailed to the address above or hand carried to the identified repository box at the 149th Fighter Wing Contracting Office at 107 Hensley St., at Bldg. 962, STE 2, Lackland AFB, TX, 78236, prior to the time set for bid closing in paragraph 13A of the Standard Form 1442. Bid submission in any other manner WILL NOT be accepted.

Listed in Amendment #2, please note the following: 1. If no Base access is necessary for your firm, a Contracting personnel point of contact will be present at the Growdon Gate (1213 Growdon Rd, San Antonio, TX 78227) in the commercial search area to receive bids. Upon the Bid closing time, all received Bids will be brought to the Contracting Office to be opened immediately. 2. If Base access is desired, please provide the Last Name, First Name, Middle Initial, Date of Birth, Country of Birth, Driver's License number, Driver's License State of Issue, to jose.acosta_andujar.1@us.af.mil, trevor.ellis.4@us.af.mil, mark.green.23@us.af.mil, and joel.yerkey.1@us.af.mil. Please allow a minimum of five (5) working days for processing of Base Access requests prior to the Bid opening date. Please note a Contracting personnel point of contact will be at the Contracting office (107 Chappie James Way, Bldg. 962, San Antonio, TX, 78236) to recieve Bids. Upon the Bid closing time, all received Bids will be read aloud in accordance with normal Invitation For Bid procedures. Contractors may call into a telephone line to hear the Bid opening. The telephone line to call is 210-925-0149.

By submission of its bid, the offeror agrees to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Failure to meet a requirement may result in an offer being determined unacceptable.

The formatted disk bid package shall include the following four separate attachments:

- a. Attachment 1: Standard Form 1442 with BLOCKS 14-20 completed.
- b. Attachment 2: Bid Guarantee in accordance with FAR Clause 52.228-1, Bid Guarantee.

- c. Attachment 3: Provisions filled-in with required information. 52.204-8, 52.209-7, and 52.222-22.
- d. Attachment 4: Reqs and Certs

Late bids will be handled in accordance with FAR Provision 52.214-7, Late Submissions, Modifications, and Withdrawal of Bids. Also, please see LATE BIDS notice at the end of these instructions.

Disk Formats:

The subject line of the formatted disk package shall include the bid number and offeror's name in the following format: W50S78-24-B-0002: OFFEROR'S NAME. If multiple disks are required to be submitted, indicate in the subject line that multiple disks will be received using the following format: (Disk 1 of 3), (Disk 2 of 3), (Disk 3 of 3). The following is a sample subject line:

SUBJECT: W50S78-24-B-0002 COMPANY XYZ (Disk 2 of 3).

The formatted disk shall list the following information:

- i. Address of the office specified in Block 7 of the solicitation.
- ii. Time and Date specified in for receipt of bid.
- iii. Solicitation Number
- iv. Name and address of bidder

Each complete bid in response to this solicitation must be submitted individually/separately and must be properly identified. 149th Fighter Wing Contracting, will not be responsible for electronic responses that are not submitted correctly and/or are improperly identified. If you submit an offer under an incorrect solicitation number, your offer may not be considered.

Files must be readable using Microsoft Office Word 2013 (or lower) or Adobe PDF (set to minimum 200 dots per inch).

DO NOT submit attachments in .ZIP files. Any bid package, or portion thereof, submitted as a .ZIP file will be REJECTED.

Do not password protect disks or disk files.

To avoid rejection of an offer, vendors must make every effort to ensure their formatted disk submission is virus free. Submissions, or portions thereof, which the automatic system detects the presence of a virus, or which are otherwise unreadable, will be treated as "unreadable" pursuant to FAR 14.406, Receipt of an Unreadable Electronic Bid, and be handled accordingly for the supplied formatted disk(s). Offerors are required to ensure adequate time for Government receipt of the bid submission by the bid closing time.

PUBLIC BID OPENING See Block 13 of the SF1442

LOCATION: 149th Fighter Wing Contracting Office at **107 Chappie James Way, Bldg. 962, San Antonio, TX, 78236. This address is on Lackland AFB.**

PLEASE NOTE: Synopsis days and times are only tentative, and should not be considered as actual. All dates are subject to change, and changes shall be posted to SAM via solicitation amendment(s). All bids are to be deposited in the bid repository box no later than the date listed in the Standard Form 1442 Block 13A.

LATE BIDS. 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 FAR 14.304 and in accordance with clause 52.214-7. Please refer to these Clauses and Provisions for information on what the government will determine as a late bid.

6. WAGE DETERMINATION: The Construction Wage Rates Requirements formerly known as Davis Bacon Wage Rates applicable to this project are TX 20240231 dated 07/05/2024 modification 4, for Bexar County, Texas. Applicable wage rates can be found at <https://sam.gov/content/home> "Wage Determinations".

7. 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.

8. CLAUSES: Clauses and provisions from the 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. Removal of sections at time of award: Sections 00 10 00 and 00 45 00 will be removed as a result of an award but will be deemed to be incorporated by reference in that award.

9. DISPOSITION OF UNSUCCESSFUL BIDS: In compliance with FAR Subpart 4.8, the Government will retain one copy of all unsuccessful bids including the bid bond.

10. OFFERORS QUALIFICATIONS: To establish its responsibility, the apparent low bidder will have a thorough past performance evaluation completed using Contractor Performance Assessment Reporting System, and Federal Awardee Performance and Integrity Information System. Additionally the contractor may be requested by the Government prior to award, to submit a statement regarding previous experience in performing comparable work, the business and technical organization, financial and bonding resources, and plant available to be used in performing the work. This action may be taken to determine if the contractor is responsible.

11. BRAND NAME SPECIFICATIONS: In accordance with FAR 6.302-1(c), Brand Name Justification have been completed and attached to this solicitation, detailing the specific brand(s) that must be used for certain components to complete this project. The Brand Name requirements in support of this project are:

- a. Fire alarm control panel: Monaco MAAP-X
- b. Heating, Ventilation, and Air Conditioning (HVAC) Chiller System: Trane North America
- c. Direct Digital Control System: WebCTRL Building Automation System

12. Service of Protest - 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 FAR 33.103. 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

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

SECTION 00 70 00 - CONDITIONS OF THE CONTRACT

The following have been modified:

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
 - (2) Compare all drawings and verify the figures before laying out the work;
 - (3) Promptly notify the Contracting Officer of any discrepancies;
 - (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
 - (5) Reproduce and print contract drawings and specifications as needed.
- (c) In general--
- (1) Large-scale drawings shall govern small-scale drawings; and
 - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

ATTACHMENT 1.a. & 1.b. – DRAWINGS

ATTACHMENT 2 – SPECIFICATIONS VOL 1, Updated 23 August 2024

ATTACHMENT 3 – SPECIFICATIONS VOL 2

ATTACHMENT 4 – STRUCTURAL INTERIOR DESIGN

ATTACHMENT 5 – INDUSTRIAL SECURITY SOW

ATTACHMENT 6 – ACCESS AND STAGING SITE PLAN

ATTACHMENT 7 – BRAND NAME J&A WebCTRL BUILDIN

ATTACHMENT 8 – BRAND NAME J&A TRANE HVAC

ATTACHMENT 9 – DELETED

ATTACHMENT 10 – BRAND NAME J&A MONACO

ATTACHMENT 11 – GEOTECHNICAL REPORT - TX ANG CC FACILITY

ATTACHMENT 12 – JBSA SOIL MANAGEMENT PLAN – Jan 22

ATTACHMENT 13 – KELLY ANNEX TOPOGRAPHIC – May 19

ADDENDUM 1 - SPECIFICATIONS VOL 1, SECTION 08 71 00 DOOR HARDWARE

ADDENDUM 2 - SPECIFICATIONS VOL 1, SECTION 08 34 16.10 HORIZONTAL ROLLING STEEL DOORS

ADDENDUM 2 – DRAWINGS, A-603-GLAZING SCHEDULE

ADDENDUM 3 - 01 14 00 – WORK RESTRICTIONS

ADDENDUM 3 – 08 34 16.10 – HORIZONTAL ROLLING STEEL DOORS

ADDENDUM 3 – 09 06 00 – SCHEDULE OF FINISHES

ADDENDUM 3 – G-002 – SHEET INDEX

ADDENDUM 3 – G-201 – SPECIAL INSPECTIONS

ADDENDUM 3 – G-202 – SPECIAL INSPECTIONS

ADDENDUM 3 – G-203 – SPECIAL INSPECTIONS

ADDENDUM 3 – A101 – FLOOR PLAN

ADDENDUM 3 – A103 – ROOF PLAN

ADDENDUM 3 – A104 – HANGAR BAY FLOOR PAINT STRIPING PLAN

ADDENDUM 3 – A201 – BUILDING ELEVATIONS

ADDENDUM 3 – A500 – DETAILS

ADDENDUM 3 – A501 – DETAILS

ADDENDUM 3 – S-001 – GENERAL NOTES

ADDENDUM 3 – SB102 – SLAB PLAN
 ADDENDUM 3 – SB506 – FOUNDATION DETAILS
 ADDENDUM 3 – SB507 – FOUNDATION DETAILS
 ADDENDUM 3 – SB508 – FOUNDATION DETAILS
 ADDENDUM 3 – EG502 – GROUNDING AND LIGHTNING PROTECTION DETAILS

(End of clause)

SECTION 01 00 00 - GENERAL REQUIREMENTS

The following have been modified:

GENERAL REQUIREMENTS

Section 01 00 00

Division 01 – General Requirements

1. INSURANCE - MINIMUM AMOUNTS

1.1. Reference Contract Clause titled, "Insurance - Work on a Government Installation (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 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
Aircraft Public and Passenger Liability	\$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. Reserved.

3. SCHEDULING

3.1. Normal work hours of the 149th Fighter Wing are from 0630 to 1700, Tuesday through Friday, 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) seven (7) 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.

3.2. 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

3.3. NOTE: Any of the above holidays falling on a Saturday will be observed the preceding Friday or subsequent Monday; holidays falling on a Sunday will be observed on the preceding Friday or subsequent Monday. The contractor must coordinate with the Contracting Officer (or the Contracting Officer's Representative) for the calendar holidays recognized by the 149 FW.

3.4. 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.

3.5. 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.

4. INVOICING AND PAYMENT

4.1. Properly prepared invoices, bearing the contract number, shall be submitted in duplicate to the Contracting Office, and approved by the Contracting Officer, on designated invoice forms provided at the pre-construction meeting PRIOR to uploading in Wide Area Workflow (WAWF) the Defense Finance and Accounting Systems (DFAS) paying system. This submission to the Contracting Officer will be for review prior to submitting an electronic invoice through Wide Area Workflow (WAWF) to provide an opportunity for review and avoid a need to reject invoices and payment delays. See end of this Section for important information and codes needed.). Payment will be made by in accordance with FAR clause 52.232-5 Fixed-Price Construction Contracts and FAR clause 52.232-27, Prompt Payment for Construction Contracts, **all payments will be made by electronic transfer of funds (EFT).**

4.2. To meet compliance with 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, FAR 52.232-5, and Prompt Payment for Construction Contracts, FAR 52.232-27.

4.3. 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.

4.4. All requests for payments through WAWF must include a Subcontractor Payment Register pursuant to 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.

4.5. Payment may be withheld unless all contractual requirements, including but not limited to: RECEIPT OF PROPER WEEKLY PAYROLLS IAW CONSTRUCTION WAGE REQUIREMENTS FAR 52.222-6, have been timely received. Payrolls shall indicate CLIN to which they are applicable.

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

5. CONTRACT ADMINISTRATION

5.1. The 149 Mission Support Contracting (MSC) is the contracting 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.

5.2. 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.

6. PAPERLESS CONTRACTING

6.1. 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.

6.2. 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.

7. 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.

8. 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" (FAR Clause 52.236-14). The following utilities will be available: reasonable amounts of water and power at existing outlets.

9. PREPARATION OF MATERIAL APPROVAL SUBMITTALS

The contractor shall submit all materials and articles requiring approval, as required by the Material and Workmanship Clause, 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.

10. WORK PROGRESS AND PREPARATION OF PROGRESS SCHEDULES AND REPORTS

10.1. 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.

10.1.1. In accordance with 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.

10.2. 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.

10.3. 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 (hardcopy and formatted CD, or e-mail file copy), unless otherwise directed by the Contracting Officer, shall be provided. 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 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".

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

11.1. 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.

11.2. The contractor shall request scheduling of a final inspection in writing to the Contracting Officer at least seven (7) working days prior to the desired date or as otherwise negotiated with the Contracting Officer.

11.3. 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.

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

11.5. 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.

12. 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.

13. CONTRACTOR STAFF AND EMPLOYEES

13.1. 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.

13.2. 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.

13.3. 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.

14. CONTRACTOR OFFICE AND STORAGE

14.1. 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.

14.2. 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.

15. 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 indicators 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.

16. 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.

17. BASE SECURITY REQUIREMENTS

17.1. 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.

17.2. 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.

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

17.4. Contractors shall follow instructions provided by the Security Forces for access to the 149th Fighter Wing. 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 or 149 Mission Support Contract Office. 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.

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

17.6. 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.

17.7. 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.

17.8. 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.

17.9. 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.

18. OPSEC/ANTI-TERRORISM REQUIREMENTS

18.1. 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.

18.2. For Contractors that do not require CAC, but require access to a DoD Facility and/or Installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (AFI 10-245, AFI 31-101 and AFMAN 31-113), 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.

18.3. 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 45 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/faces/page/login/Login.seam>. 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.

19. REGULATIONS

19.1. 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.

20. TRANSPORTATION, HANDLING AND STORAGE

20.1. 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.

20.2. 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.

21. CLEANUP AND DISPOSAL OF DEBRIS AND FILL MATERIALS

21.1. 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).

21.2. 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.

22. 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.

23. HAZARDOUS MATERIALS

23.1. 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.

23.2. 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 end-use. 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.

24. POLLUTION ABATEMENT

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

24.2. 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 overtop before entering surrounding streets. Removal of any materials dropped or blown off vehicles shall be the responsibility of the contractor.

24.3. Burning of any material is strictly prohibited.

24.4. 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.

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

24.6. 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.

25. COORDINATION WITH GOVERNMENT ACTIVITIES

25.1. 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 10 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 10 working days prior to closing the street.

25.2. 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 10 working days prior to commencing work and shall be subject to his/her approval.

25.3. 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.

26. 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.

27. PERFORMANCE EVALUATION OF CONTRACTOR

27.1. 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.

28. CONTRACTOR QUALITY CONTROL

28.1. 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.

28.2. Quality Control Plan

28.2.1. 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 contract specifications.

28.2.2. 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.

28.2.3. 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.

29. SAFETY ASSURANCE

29.1. 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/>.

29.2. 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.

29.2.1. 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.

29.2.2. 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.

29.2.3. 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.

30. Reserved.

31. Reserved.

32. 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.

33. 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.

34. MILITARY REAL PROPERTY DATA – DD FORM 1354

34.1. 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.

34.2. 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.

34.3. 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.

34.4. 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.

35. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

35.1. 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:

35.1.1. 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.

35.1.2. 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.

35.1.3. 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.

35.1.4. 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.

35.1.5. 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.

36. The Following is provided to assist in the subcontractor reporting required by 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

AGENCY CODE: 9700 TAS: 57 3830

END OF SECTION 01 00 00 GENERAL REQUIREMENTS

(End of Summary of Changes)