

## APPENDIX B – CHAPTER 3033

### NOTICE FOR FILING AGENCY PROTESTS United States Coast Guard Ombudsman Program

It is the policy of the United States Coast Guard (USCG) to issue solicitations and make contract awards in a fair and timely manner. The Ombudsman Program for Agency Protests (OPAP) was established to investigate agency protest issues and resolve them without expensive and time-consuming litigation. OPAP is an independent reviewing authority that is empowered to grant a prevailing protester essentially the same relief as the Government Accountability Office (GAO).

Interested parties are encouraged to seek resolution of their concerns within the USCG as an Alternative Dispute Resolution (ADR) forum rather than filing a protest with the GAO or some external forum. Interested parties may seek resolution of their concerns informally or opt to file a formal agency protest with the Contracting Officer or Ombudsman.

**Informal Forum with the Ombudsman.** Interested parties who believe a specific USCG procurement is unfair or otherwise defective should first direct their concerns to the applicable Contracting Officer. If the Contracting Officer is unable to satisfy their concerns, interested parties are encouraged to contact the U.S. Coast Guard Ombudsman for Agency Protests. Under this informal process the agency is not required to suspend contract award performance. Use of an informal forum does not suspend any time requirement for filing a protest with the agency or other forum. In order to ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, Contracting Officer, and solicitation closing date (if applicable).

**Formal Agency Protest with the Ombudsman.** Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the Contracting Officer through open and frank discussions. If the protester's concerns are unresolved, an Independent Review is available by the Ombudsman. The protester may file a formal agency protest to either the Contracting Officer or as an alternative to that, the Ombudsman under the OPAP program.

Contract award or performance will be suspended during the protest period unless contract award or performance is justified, in writing, for urgent and compelling reasons or is determined in writing to be in the best interest of the Government. The agency's goal is to resolve protests in less than 35 calendar days from the date of filing. Protests shall include the information set forth in [FAR 33.103\(d\) \(2\)](#). If the protester fails to submit the required information, resolution of the protest may be delayed or the protest may be dismissed. To be timely, protests must be filed within the period specified in [FAR 33.103\(e\)](#). Formal protests filed under the OPAP program should be submitted electronically to [OPAP@uscg.mil](mailto:OPAP@uscg.mil) and the Contracting Officer or by hand delivery to the Contracting Officer.

**Election of Forum.** After an interested party protests a Coast Guard procurement to the Contracting Officer or the Ombudsman, and while the protest is pending, the protester agrees not to file a protest with the GAO or other external forum. If the protest is filed with an external forum, the agency protest will be dismissed.

**The Ombudsman Hotline telephone number is 202.372.3695.**

## **PART I – THE SCHEDULE**

### **SECTION A - SOLICITATION/CONTRACT FORM/INDEX**

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<b>SOLICITATION OFFER AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	70Z08220BPMV10300	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	08/17/2020	1 of 31

IMPORTANT – The “offer” section on the reverse must be fully completed by offeror.

The “offer” section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER.
	21-20-820PMV103	6689778

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
CONTRACTING OFFICER USCG CIVIL ENGINEERING UNIT MIAMI 15608 SW 117 <sup>TH</sup> AVENUE MIAMI, FLORIDA 33177-1630		CONTRACTING OFFICER USCG CIVIL ENGINEERING UNIT MIAMI 15608 SW 117 <sup>TH</sup> AVENUE MIAMI, FLORIDA 33177-1630

9. FOR INFORMATION CALL	A. NAME	B TELEPHONE NUMBER (INCLUDE AREA CODE) (NO COLLECT CALLS)
	Cheryl A. Berry, Contract Specialist	(305) 278-6763

#### 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:

### THIS IS A TOTAL SMALL BUSINESS SET-ASIDE

**SUMMARY OF WORK:** The Contractor shall furnish all labor, tools, equipment, material and supervision necessary to complete Major M&R Repairs to Bulkhead, Pier & Floating Dock at United States Coast Guard Station Sand Key, Florida. All work shall be performed in strict accordance with the specifications (6689778), Drawings (M2118-D) and the contract.

LOCATION: U.S. Coast Guard Station Sand Key  
 1375 Gulf Boulevard  
 Clearwater, FL 33767

**NOTE: Funds are not presently available for this project. See FAR Clause 52.232-18 “Availability of Funds”.**

**Offerors are requested to review this IFB as soon as possible upon receipt.** If an offeror has any questions regarding the solicitation which require an answer from the issuing office, these questions shall be submitted, in writing, referencing section and paragraph of solicitation to the U.S. Coast Guard, Civil Engineering Unit Miami, 15608 SW 117 Avenue, Miami, FL 33177. The deadline for submitting Requests for Information (RFIs) is **September 16, 2020**; any RFI's received after this date the Government cannot guarantee an answer. A final amendment with questions and answers will be issued approximately 10 days prior to proposal due date. Email address is: **Cheryl.a.berry@uscg.mil**.

11. The contractor shall begin performance within <u>10</u> calendar days and complete it within <u>180</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See <u>Section F</u> ).
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12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If “YES”, indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS  10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by **2:00 PM EST (hour)** local time **September 1, 2020**. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- b. An offer guarantee ☒ is, ☐ is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

## OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
DUNS: _____  CAGE: _____ TIN: _____	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 \_\_\_\_\_ 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 NO.								
DATE								

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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## AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM <b>BLOCK 27</b>	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 3304 (a) ( )
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26. ADMINISTERED BY CONTRACTING OFFICER USCG CIVIL ENGINEERING UNIT MIAMI 15608 SW 117 <sup>TH</sup> AVENUE MIAMI, FLORIDA 33177-1630	27. PAYMENT WILL BE MADE BY COMMERCIAL INVOICES U. S. COAST GUARD FINANCE CENTER 1430A KRISTINA WAY CHESAPEAKE, VA 23326-0324
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## CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 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.
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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 B - SUPPLIES OR SERVICES AND PRICES****\*\*ALL ITEMS ARE TO BE PRICED SEPARATELY\*\*****GENERAL SCOPE OF WORK**

Contractor shall provide all labor, tools, equipment and materials for station maintenance repairs, improvements, and demolition work at U.S. Coast Guard Station Sand Key, Clearwater, Florida. The project includes work on the pier and bulkhead. All work shall be performed in strict accordance with the specifications (6689778), Drawings (M2118-D) and the contract. The work shall include but is not limited to the following:

**0001-BASE BID:** Repair pier, repair 10 linear feet of concrete bulkhead, repair floating dock south, replace gasoline and diesel dispenser & piping marine fueling facility, construct new floating dock, repair electrical power distribution and repair potable water distribution. Remove and replace Telephone System at the piers. Update Spill Prevention, Control and Countermeasures (SPCC) Plan

ONE LUMP SUM \$ \_\_\_\_\_

**OPTION ITEMS:** The following option item will be determined at time of award or at any time within 30 calendar days after award of the contract.

**0002-OPTION ITEM #1:** Replace Pier Exterior Lighting (RPUID U15). Remove and replace the perimeter lights. If awarded, and additional 15 calendar days will be granted.

ONE LUMP SUM \$ \_\_\_\_\_

**0003-UNIT PRICED ITEM #1:** Remove and renovate approximately 308 linear feet section of concrete bulkhead cap with a similar concrete cap and reconnect the exposed tieback rods. (This is in addition to the 10 linear feet to be repaired as part of Base Bid.)

EST. QUANTITY: 1 LF UNIT PRICE: \$ \_\_\_\_\_ X 308 LF = TOTAL: \$ \_\_\_\_\_

**UNIT PRICED ITEMS:** The Contracting Officer reserves the right to accept or reject any individual unit price bid item. If accepted, the quantity listed above will be funded at the time of base bid award. Payment of the unit price item(s) will be made on the actual quantity provided, as verified by the contracting officer's technical representative. If needed, a modification will be issued to adjust the contract price accordingly.

**TOTAL LUMP SUM BID PRICE:** \$ \_\_\_\_\_  
**(SUM OF ITEMS 0001, 0002 AND 0003)**

**GOVERNMENT FURNISHED PROPERTY:**

Name: Shore-tie Receptacle  
 Part Number: 5935-01-685-4361  
 Manufacturer: Russellstoll  
 Model No. : DBRS240420000  
 National Stock Number: N/A  
 Quantity: 1 Units  
 Unit Acquisition cost \$15,000.00  
 Unique-item identifier: N/A  
 Statement: The equipment will be furnished by CG as a new condition equipment.

Name: Shore-tie Receptacle  
Part Number: 5935-01-685-4634  
Manufacturer: Russellstoll  
Model No. : DBRS11161000  
National Stock Number: N/A  
Quantity: 1 Units

Unit Acquisition cost \$15,000.00

Unique-item identifier: N/A

Statement: The equipment will be furnished by CG as a new condition equipment.

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## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 SPECIFICATIONS AND DRAWINGS:**

(a) SEE SECTION J - "LIST OF ATTACHMENTS"

(b) DRAWINGS MEASUREMENTS SHOULD BE FIELD VERIFIED BY THE SUCCESSFUL CONTRACTOR PRIOR TO ORDERING MATERIAL

(c) Failure to read the specifications in their entirety will not relieve the offerors from responsibility for properly estimating the difficulty or cost of successfully performing the work. Failure to do so will be at offeror's risk.

(d) Each offeror shall furnish the information required by the solicitation. Any offer that does not conform to the requirements of this solicitation in every respect will be rejected as non-responsive. Deviations from, or exceptions to, the specifications or delivery schedule are causes for rejection. Offers for supplies or services other than those specified will not be considered unless authorized by this solicitation.

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## **SECTION D - PACKAGING AND MARKING**

THIS SECTION IS NOT APPLICABLE

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## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not –
  - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
  - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
  - (3) Constitute or imply acceptance; or
  - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

### E.2 CONTRACTOR INSPECTION SYSTEM

- (a) Provide all necessary equipment, instruments, qualified personnel, facilities, and test fluids and gases, and perform all inspections, sampling, testing, and certifications specified in the individual Sections of the Specifications; fill out Daily Construction Report forms as documentation and submit the forms to the Government inspector by 10:00 a.m. on the first working day following the day the work was performed. Sample forms are provided in Section J of this contract. Daily Construction Report forms will be furnished to the Contractor.



## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY REFERENCE:

- 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)
- 52.242-14 SUSPENSION OF WORK (APR 1984)

### F.2 IN ADDITION TO THE ABOVE CLAUSES INCORPORATED BY REFERENCE, THE FOLLOWING CLAUSES ARE APPLICABLE TO THE SOLICITATION AND RESULTING CONTRACT:

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

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the NOTICE TO PROCEED, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **180** calendar days after receipt of the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer 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 the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work schedules for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance the Contracting Officer may require the Contractor to increase the number of shifts overtime operations days of work and/or the amount of construction plant and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

### F.3 CONTRACTOR'S SCHEDULE

A preliminary copy of the Contractor's proposed schedule shall be prepared and submitted to the Contracting Officer prior to the preconstruction conference. Any questions or problems that might cause a delay in approval of the schedule can be addressed during this conference.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 SUBMITTALS/SHOP DRAWINGS:

Contractor shall provide a schedule of required submittals indicating the order in which the Contractor proposes to provide the required submittals and the dates on which the Contractor plans to provide said submittals. This schedule shall be provided prior to the preconstruction conference for review and discussion during the conference. Reviewed submittals by the Government will indicate approval or disapproval of the submittals/shop drawings and if not approved as submitted shall indicate reasons thereof. Any work done prior to such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from the responsibility for complying with the requirements of this contract.

### G.2 PRECONSTRUCTION CONFERENCE:

As soon as practicable after the award of contract, a mutually agreeable time and date for a preconstruction conference between the representatives of the Government and the Contractor will be established. This conference will be held either by telephone or, if convenient, at the site or this office to discuss the terms and conditions of the contract. Below are some of the items to be discussed:

- (a) Detailed procedures for the administration of the project,
- (b) Identify the authorized representatives of the Government and the Contractor's Superintendent(s),
- (c) Contractor's field office address and telephone number,
- (d) Contractor's draft Construction Progress Schedule (Section F (F.4))  
The Notice to Proceed date will be established during this meeting.
- (e) Procedures for processing periodic pay estimates (Section G (G.3-6))
- (f) Review of Submittal Schedule giving proposed dates Contractor will submit all required contract submittals (Section G (G.1))
- (g) Requirements and procedures for preparing work schedules and reporting programs, (Section E (E.2))
- (h) Procedures for equal opportunity compliance,
- (i) Information on delivery of Government-furnished property (If Applicable).

### G.3 DESIGNATED BILLING OFFICE

(a) Submit original invoice to the following designated billing office via one of the following modes, listed in descending order of preference:

- (1) FINCEN Website invoice receipt form:  
[http://www.fincen.uscg.mil/centralinv/central\\_inv\\_contr.cfm](http://www.fincen.uscg.mil/centralinv/central_inv_contr.cfm)

- (2) Mailed to:     Commercial Invoices  
                      U.S. Coast Guard Finance Center  
                      1430A Kristina Way  
                      Chesapeake, VA 23326

(b) Submit a copy of the invoice with any required supporting documentation to the Contracting Office:

CONTRACTING OFFICER  
U. S. COAST GUARD  
CIVIL ENGINEERING UNIT MIAMI  
15608 S. W. 117<sup>TH</sup> AVENUE  
MIAMI, FLORIDA 33177-1630

(c) To facilitate processing, all proper invoices and any supporting information submitted electronically using the FINCEN web based invoice submission capability must be submitted as a single **Adobe (.pdf)** formatted file, or as otherwise specified in the contract.

(d) Web based submission by the contractor and receipt confirmation does not reflect Government review or acceptance of the invoice.

(e) Payment inquiries and status may be obtained - at the following website: -  
<https://www.fincen.uscg.mil/secure/payment.htm>.

#### G.4 INVOICE

(a) To be accomplished on the form provided by the Coast Guard. See Section J for copy of said form.

(b) In addition to the items required for a proper invoice under FAR 52.232-5 and 52.232-27, the invoice must also include the following information:

1. Invoice Routing Code: **CEU-MIAMI**
2. Name of the Contract Specialist
3. Indication that the contractor represents a small business for accelerated payment purposes.

(c) To facilitate the approval and processing of an invoice, contractor shall furnish an advance copy of the invoice to the Contracting Officer's Technical Representative for review of the invoice amount and estimates of work accomplished prior to submission to the billing office.

#### G.5 GOVERNMENT REPRESENTATIVES

The Government may, upon contract award or thereafter, name representatives with titles such as Project Engineer, Contracting Officer's Technical Representative(s), Inspector(s), and so on. Such individuals will be named in writing by the Contracting Officer, with individual responsibilities set forth at that time.

In any event, no such named individual has the authority to issue any direction under this contract either technical or otherwise, which constitutes a change to the terms, conditions, and price or delivery schedule of the contract. Only the Contracting Officer is authorized to alter the contract in any manner.

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## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1. JOB SUPERINTENDENT**

Special attention is called to the requirement for superintendence by the Contractor, FAR Clause 52.236-6. The contractor shall provide a job superintendent on the site at all times during contract performance that is able to read, write, understand, and speak English.

### **H.2 MODIFICATION PROPOSALS - PRICE BREAKDOWN**

The contractor, in connection with any proposal made for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification therefore shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer. Once a contract modification has been authorized, the contractor shall submit an updated progress schedule that includes all changes implemented by the modification.

### **H.3 SANITATION**

Adequate sanitary conveniences of an approved type for the use of persons employed on the work, and properly secluded from public observation, shall be constructed and maintained by the Contractor in such a manner and at such points as shall be required or approved by the Contracting Officer. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work they shall be removed from the premises, leaving the premises clean and free from nuisance.

### **H.4 WORK OUTSIDE REGULAR WORK HOURS**

If the contractor desires to perform work under this contract outside regular work hours or on Saturdays, Sundays or holidays, a written request shall be made, to the Contracting Officer no less than 10 calendar days prior to the planned start of such work. Regular work hours are, for the purpose of this clause, those hours the activity or Command, where the work is to be performed, normally works on a day-by-day basis. Application by the Contractor does not imply consent by the Government. Each application will be considered, and a decision made, on the potential benefit of permitting such work. Approval of a Contractor's application under this clause will be, unless otherwise agreed in writing, at no additional cost to the Government.

### **H.5 STATEMENT AND ACKNOWLEDGMENT FORM (SF 1413)**

Special attention is called to the requirement for insertion of and compliance with various labor clauses called out in FAR Clause 52.222-11 in any subcontracts regardless of tier. Within 14 days after contract award of the prime contract, an executed SF-1413 is required for each subcontract. This also applies to any subsequently awarded subcontract.

### **H.6 REQUIRED BONDING –**

PERFORMANCE BOND (Standard Form 25) will be required as follows: 100% of total amount of contract;

PAYMENT BOND (Standard Form 25a) will be required as follows: 100% of total amount of contract;

Performance and payment bonds placed with a surety or sureties acceptable to the Government and in the amounts indicated shall be submitted within ten (10) calendar days after receipt of award and shall be maintained for the entire contract.

## H.7 REQUIRED INSURANCE

(a) The contractor shall procure and maintain insurance during the entire period of performance under this contract, in accordance with Federal Acquisition Regulation Clause 52.228-5, INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (See Section I). FAR 28.307-2 states the following minimum amounts of liability:

### MINIMUM COVERAGE REQUIRED

(1) Workers' Compensation and Employer's Liability - at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

**\*\*Notice:** Working on a pier, wharf, bridge, or similar structure on, over, or adjacent to navigable waters may require employees to be covered by the Workers' Comp for Longshoremen Act (LHWCA). Contractors must determine whether LHWCA applies to the work and the employees, and if it appropriate insurance that covers LHWCA liability must be provided. The following website is provided for assistance.

<http://www.lhwca.com/about/when-does-the-lhwca-apply/>

(2) General Liability - bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000. per occurrence.

(3) Automobile Liability - automobile liability insurance written on the comprehensive form of policy of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(b) As evidence that the specified insurance has been obtained, the contractor shall furnish the contracting officer with a certificate of insurance. Such certificate shall be furnished prior to commencement of work and shall provide for thirty (30) calendar days written notice to the Contracting Officer.

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## **PART II – CONTRACT CLAUSES**

### **SECTION I - CONTRACT CLAUSES**

#### **I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if it was given in full text. Upon request, the Contracting Officer will make full text available. Also, the full text of a clause may be assessed electronically at this/these address(es): <http://www.arnet.gov/far/>

#### **I.2 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.202-1	DEFINITIONS (JUN 2020)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS & REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-7	SYSTEMS FOR AWARD MANAGEMENT (OCT 2018)
52.204-9	PERSONNEL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-13	SYSTEMS FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
52.214-26	AUDIT AND RECORDS - SEALED BIDDING (JUN 2020)
52.214-27	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS—SEALED BIDDING (JUN 2020)
52.214-28	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING (JUN 2020)
52.214-29	ORDER OF PRECEDENCE – SEALED BIDDING (JAN 1986)
52.217-5	EVALUATION OF OPTIONS (JUL 1990)
52.217-6	OPTION FOR INCREASED QUANTITY (MAR 1989)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (MAR 2020)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)
52.219-13	NOTICE OF SET-ASIDE OF ORDERS (MAR 2020)
52.219-14	LIMITATIONS ON SUBCONTRACTING (MAR 2020)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAY 2020)
52.222-3	CONVICT LABOR (JUNE 2003)

52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (MAR 2018)
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)
52.222-7	WITHHOLDING OF FUNDS (MAY 2014)
52.222-8	PAYROLLS AND BASIC RECORDS (AUG 2018)
52.222-9	APPRENTICES AND TRAINEES (JUL 2005)
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
52.222-11	SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)
52.222-12	CONTRACT TERMINATION-DEBARMENT (MAY 2014)
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.222-15	CERTIFICATION OF ELIGIBILITY (MAY 2014)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
52.222-26	EQUAL OPPORTUNITY (SEP 2016)
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS (JAN 2019)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION & MATERIAL SAFETY DATA (JAN 1997) ALT I (JAN 1997)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-12	MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (JUN 2016)
52.223-15	ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS (MAY 2020)
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-1	AUTHORIZATION AND CONSENT (JUN 2020)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)
52.227-4	PATENT INDEMNITY - CONSTRUCTION CONTRACTS (DEC 2007)
52.227-17	RIGHTS IN DATA - SPECIAL WORKS (DEC 2007)
52.228-1	BID GUARANTEE (SEP 1996) <i>(c) The amount of the bid guarantee shall be twenty percent (20%) of the bid price.</i>
52.228-2	ADDITIONAL BOND SECURITY (OCT 1997)
52.228-5	INSURANCE -WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (AUG 2018)
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (MAY 2014)
52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (JUN 2020)

52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-17	INTEREST (MAY 2014)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
52.233-1	DISPUTES (MAY 2014)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION STRUCTURE, EQUIPMENT, UTILITIES AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREA (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION, ALT I (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-17	LAYOUT OF WORK (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.236-27	SITE VISIT (CONSTRUCTION), ALTERNATE I (FEB 1995)
52.242-13	BANKRUPTCY (JUL 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-4	CHANGES (JUN 2007)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2020)
52.245-1	GOVERNMENT FURNISHED PROPERTY (JAN 2017)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994) ALT I (APR 1984)
52.248-3	VALUE ENGINEERING - CONSTRUCTION (OCT 2015)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (APR 2012) – ALT I (SEP 1996)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

### I.3 DEPARTMENT OF HOMELAND SECURITY REGULATION (HSAR) (48 CFR CHAPTER 30) CLAUSES

3052.205-70	ADVERTISEMENTS, PUBLICIZING AWARDS, AND RELEASES (SEP 2012)
3052.211-70	INDEX FOR SPECIFICATIONS (DEC 2003)
3052.222-70	STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (DEC 2003)
3052-222-71	STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY (DEC 2003)
3052.222-90	LOCAL HIRE (USCG) (JUN 2006)



- 3052.223-70 REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES - APPLICABLE LICENSES AND PERMITS (JUNE 2006) If the Contractor does not currently possess these documents, it shall obtain all requisite licenses and permits within 30 days after date of award.
- 3052.223-90 ACCIDENT AND FIRE REPORTING (DEC 2003)
- 3052.228-70 INSURANCE (DEC 2003)

- 3052.228-90 NOTIFICATION OF MILLER ACT PAYMENT BOND PROTECTION (USCG) (DEC 2003)
- 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

I.4 IN ADDITION TO THE ABOVE CLAUSES INCORPORATED BY REFERENCE, THE FOLLOWING CLAUSES ARE APPLICABLE TO THE SOLICITATION AND RESULTING CONTRACT:

- 52.204-1 APPROVAL OF CONTRACT (DEC 1989)  
This contract is subject to the written approval of Senior Field Contracting Officer, Civil Engineering Unit Miami and shall not be binding until so approved.

(End of Clause)

52.222-30 – CONSTRUCTION WAGE RATE REQUIREMENTS – PRICE ADJUSTMENT  
(NONE OR SEPARATELY SPECIFIED METHOD) (AUG 2018)

- (a) The wage determination issued under the Construction Wage Rate Requirements statute by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.
- (b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of--
- (1) Incorporation of the Department of Labor's wage determination applicable at the exercise of the option to extend the term of the contract.
  - (2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or
  - (3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Construction Wage Rate Requirements statute.

(End of clause)

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

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

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

- (1) Means any item of supply (including construction material) that is—
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ( [46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products.

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

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

“Cost of components” means—

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

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

“Domestic construction material” means—

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

(1) This clause implements the Buy American Act ([41 U.S.C. 10a - 10d](#)) by providing a preference for domestic construction material. In accordance with [41 U.S.C. 431](#), the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR [12.505\(a\)\(2\)](#)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: “NONE”

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

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

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

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

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the

determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

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

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

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

#### Foreign and Domestic Construction Materials Price Comparison

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

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of clause)

#### 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by \_\_\_\_\_ [*insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probing, test tunnels*].

(b) Weather conditions \_\_\_\_\_ [*insert a summary of weather records and warnings*].

(c) Transportation facilities \_\_\_\_\_ [*insert a summary of transportation facilities providing access from the site, including information about their availability and limitations*].

(d) \_\_\_\_\_ [*insert other pertinent information*].

(End of clause)

#### 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest,

the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

### 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions. Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

*Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting "more than 50 percent" for "at least 80 percent" each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation.* A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

\_\_\_ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

\_\_\_ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Homeland Security Acquisition Regulation (48 CFR Chapter 30) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Clause)

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## **PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

### **SECTION J - LIST OF ATTACHMENTS**

<u>ATTACHMENTS</u>	<u>TITLE</u>	<u>DATE</u>	<u>PAGES</u>
J.1.	SPECIFICATIONS MAJOR M&R WATERFRONT STATION SAND KEY, FLORIDA (6689778)	4/2020	187
J.2.	SPECIFICATIONS ENCLOSURES	4/2020	85
J.3.	U. S. COAST GUARD DRAWINGS (M2118-D)	3/2020	25
J.4.	WAGE RATE DECISION NUMBER (FL20200139)	01/03/2020	8
J.5.	BID BOND (SF-24) (REV. 10/98)		1

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## **PART IV – REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

#### **K.1 DUNS IDENTIFICATION NUMBER**

Each bidder or offeror is requested to provide their appropriate DUNS Identification Number. If this information is unknown, a number can be obtained by calling your local Dun and Bradstreet Office. This number is assigned by Dun and Bradstreet, Inc. and is contained in the company's Data Universal Numbering System. You may call 1-800-333-0505 to obtain or establish a D&B Number for your firm.

(1) DUNS Identification Number: \_\_\_\_\_.

#### **K.2 THE FOLLOWING PROVISIONS ARE APPLICABLE TO THE SOLICITATION:**

##### **Annual Representations and Certifications (Mar 2020)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is **\$39.5 Million**.

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

(b)

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

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

(i) ☐ Paragraph (d) applies.

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

(c)

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



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

(A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

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

or

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

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

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

(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

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

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

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiv) [on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications.](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

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

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

*[Contracting Officer check as appropriate.]*

\_\_\_ (i) [52.204-17](#), Ownership or Control of Offeror.

\_\_\_ (ii) [52.204-20](#), Predecessor of Offeror.

\_\_\_ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

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

\_\_\_ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

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

\_\_\_ (vii) [52.227-6](#), Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

*identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

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

(End of provision)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)  
The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see [52.204-7](#)).

(End of provision)

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## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

This contract incorporates one or more provisions by reference, with the same force and effect as if it was given in full text. Upon request, the Contracting Officer will make full text available. Also, the full text of a provision may be assessed electronically at this/these address(es): <http://www.arnet.gov/far/>

### L.2 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

- 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
- 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
- 52.211-6 BRAND NAME OR EQUAL (AUG 1999)
- 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 2016)
- 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)
- 52.214-5 SUBMISSION OF BIDS (DEC 2016)
- 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)
- 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWAL OF BIDS (NOV 1999)
- 52.214-18 PREPARATION OF BIDS - CONSTRUCTION (APR 1984)
- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.214-35 SUBMISSION OF OFFERS IN US CURRENCY (APR 1991)
- 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)
  - (b) Goals for minority participation for each trade is **17.9%**
  - Goals for female participation for each trade is **6.9%**
  - (e) As used in this notice, and in any contract resulting from this solicitation, the “covered area” is:  
**Clearwater, Pinellas County, Florida.**

### L.3 IN ADDITION TO THE ABOVE PROVISIONS INCORPORATED BY REFERENCE, THE FOLLOWING PROVISION ARE APPLICABLE TO THE SOLICITATION AND RESULTING CONTRACT:

#### 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service  
 Specifications Section, Suite 8100  
 470 East L’Enfant Plaza, SW  
 Washington, DC 20407  
 Telephone (202) 619-8925  
 Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price construction contract.

(End of provision)

52.222-5 CONSTRUCTION WAGE RATE REQUIREMENT – SECONDARY SITE OF THE WORK  
(MAY 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

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

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

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

(c) *Evaluation of offers.*

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

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

(d) *Alternate offers.*

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

## 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

CONTRACTING OFFICER

U. S. COAST GUARD

CIVIL ENGINEERING UNIT MIAMI

15608 S. W. 117<sup>TH</sup> AVENUE, MIAMI, FLORIDA 33177-1630

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

- (a) The clause at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) Site visits may be arranged during normal duty hours by contacting:

U. S. COAST GUARD STATION SAND KEY

MKC Elmer V. Gloner

EPO/Engineering

1375 Gulf Blvd.

Clearwater, Florida 33767

Phone: (727)-596-8666

[Elmer.v.gloner@uscg.mil](mailto:Elmer.v.gloner@uscg.mil)

(End of provision)

L.4 THE ESTIMATED COST OF THIS PROJECT RANGES BETWEEN **\$1,000,000** and **\$5,000,000**

L.5 A **BID BOND** is required in the amount of 20% of the total bid price and must be provided with the bid. See FAR Clause 52.228-1.



## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS**

#### **52.214-19 CONTRACT AWARD - SEALED BIDDING - CONSTRUCTION (AUG 1996)**

### **M.2 BID EVALUATION**

- (a) Work items covered by this solicitation are divided into three categories designated as base bid item, and unit price item(s).
    - (1) Base Bid Item – This item which, if there is an award, will be awarded.
    - (2) Unit Price Item(s) – This item, if accepted, will be awarded at the quantity listed at the time of contract award, or at a later date during the life of this contract.
    - (3) Option Item—this item which, if there is an award, will be awarded within 30 days of award.
  - (b) The Government will evaluate the total price for the Base Bid item together with the Unit price item(s) at the time of award.
  - (c) Offerors must bid on all items. Failure to do so **WILL RESULT** in the bid being determined **NON RESPONSIVE**.
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**SPECIFICATIONS**

**PROJECT NUMBER: 6689778**

**(SEE SPEC FILE)**

**SPECIFICATION ENCLOSURES**

**PROJECT NUMBER: 6689778**

**(SEE SPEC-ENCLOSURE FILE)**

**DRAWINGS**

**PROJECT NUMBER: (M2118-D)**

**(SEE DRAWING FILE)**

**WAGE DETERMINATION**

"General Decision Number: FL20200139 01/03/2020

Superseded General Decision Number: FL20190139

State: Florida

Construction Type: Heavy

Counties: Pasco and Pinellas Counties in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on

the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020

\* ELEC0915-003 12/01/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 30.01	39%+0.35

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 ENGI0925-010 06/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Crawler Cranes; Truck		
Cranes; Pile Driver		
Cranes; Rough Terrain		
Cranes; and Any Crane not		
otherwise described below...	\$ 29.61	11.50
Drill.....	\$ 29.61	11.50
Hydraulic Cranes Rated 100		
Tons or Above but Less		
Than 250 Tons; and Lattice		
Boom Cranes Less Than 150		
Tons if not described below.	\$ 30.61	11.50
Lattice Boom Cranes Rated		
at 150 Tons or Above;		
Friction Cranes of Any		
Size; Mobile Tower Cranes		
or Luffing Boom Cranes of		
Any Size; Electric Tower		
Cranes; Hydraulic Cranes		
Rated at 250 Tons or		
Above; and Any Crane		

Equipped with 300 Foot or More of Any Boom Combination.....	\$ 31.61	11.50
Oiler.....	\$ 22.91	11.50

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IRON0397-006 07/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 30.85	16.47

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LABO0517-002 05/01/2017

	Rates	Fringes
LABORER: Grade Checker.....	\$ 19.20	7.85

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PAIN0088-008 08/01/2019

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 20.21	11.28

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SUFL2009-178 06/24/2009

	Rates	Fringes
CARPENTER.....	\$ 14.95	2.92
CEMENT MASON/CONCRETE FINISHER...	\$ 14.77	3.50
LABORER: Common or General.....	\$ 9.26	0.00
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 11.33	0.00

LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 15.60	0.00
OPERATOR: Bulldozer.....	\$ 17.00	0.00
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 14.75	0.00
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.76	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 11.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

## Union Rate Identifiers

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

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

## Survey Rate Identifiers

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

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

## Union Average Rate Identifiers

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

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

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## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

4.) All decisions by the Administrative Review Board are final.  
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END OF GENERAL DECISION"

**BID BOND**

STANDARD FORM 24 (REV. 8-2016)

PLEASE GO TO THE FORMS WEBSITE AT <http://www.gsa.gov/forms>.