**TASK ORDER SOLICITATION**

**Task Order Solicitation Number: 70Z08320RPBA01300 (20PBA013)**

**Project Description/Location: Front Gate Barrier, USCG Baltimore Yard, Baltimore, Maryland.**

**Performance Period: 90 calendar days**

**Attachments:**

1. **Additional provisions/clauses (email)**
2. **Construction Wage Rate Requirement**

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1. **Request for Information (RFI) Form**

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1. **Specification PN** 13462289 **dated May 2020**

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**(5) CG Construction Drawings** USCG Construction Drawing Series YB822019C01, Sheets G-01, C-01, C-02, C-03, C-04, C-05, C-06, Sheets 1 through 7 of 7.

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**(6) CEUC Equipment Enrollment Form (awardee)**

**(7) CEUC USCG Approved Equipment Enrollment Catalog (awardee)**

**Return proposal to:**

**USCG CEU Cleveland (CP)**

**Attn: Timothy G. Arnold**

**1240 East Ninth Street, Rm. 2179**

**Cleveland, OH 44199-2060**

[**Timothy.g.arnold@uscg.mil**](mailto:Timothy.g.arnold@uscg.mil)

**PRICE PROPOSAL - TASK ORDER SOLICITATION 70Z08320RPBA01300**

**Base Work:** Provide all labor, material, equipment, transportation and supervision required for Front Barrier Gate, U.S. Coast Guard Yard Baltimore, Baltimore, Maryland.

Work shall be performed in accordance with Specification PN 13462289 dated May 2020, USCG Construction Drawings Series YB822019C01, Sheets G-01, C-01, C-02, C-03, C-04, C-05, C-06, Sheets 1 through 7 of 7 and the terms and conditions of the contract/task order.

**Base Work: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NOTE: *All proposals shall include taxes – no tax exemption certificates will be issued.***

**(Offer shall be valid for 90 days after date offer due)**

**Contractor (Company Name/Address) RMACC Number**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 70Z08318DPCR\_\_\_\_\_\_\_\_\_\_\_\_\_   
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**Phone: \_\_\_\_\_\_\_\_\_\_\_\_ FAX: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DUNS:\_\_\_\_\_\_\_\_\_\_\_\_\_ TIN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cage Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_**

**Name and Title of person Signature Date**

**authorized to sign offer**

**Note: Amendments(s) to the Task Order Solicitation will be issued utilizing**

**Standard Form (SF) 30, Amendment of Solicitation/Modification of**

**Contract. (Contractor shall complete Blocks 8, 15A, B, and C, and**

**return the signed copy to the address in Block 6 of the form by the time**

**set for receipt of proposals).**

**The following Provisions and Clauses are included in the Task Order Solicitation and resultant task order.**

**Note: Unless “Regional Multiple Award Construction Contract (RMACC)”   
 is stated, all references to “contract” shall be interpreted as  
 “task order” as it applies to the project.**

**1. FAR 52.211-10 Commencement, Prosecution & Completion of Work (APR 984)**

The Contractor shall be required to (a) commence work under this contract within 10 calendar days, (b) prosecute the work diligently, and (c) complete the entire contract within 138 calendar days after receipt of a Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

The Performance Period includes 7 weather days. The definition of weather   
 day is as follows: A weather day must prevent work for 50 percent or more of   
 the Contractor work day and delay work critical to the timely completion of

the project. If the number of actual weather days exceeds the number of days   
 anticipated by the Coast Guard, then the Contracting Officer may convert the   
 qualifying days to calendar days and issue a modification in accordance with   
 the contract clause entitled “Default (Fixed Price Construction).”

**2. DESIGNATED BILLING OFFICE AND INVOICE PROCEDURES**

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

**Note: If using ‘Google Chrome’ and ‘Firefox’, the web form will work. If not, mail the invoice to the following:**

(1) FINCEN website: <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) In addition to the items required for submission of a proper invoice under FAR 52.232-5 and 52.232-27, each invoice shall contain the following information:

(1) Contract and/or Delivery/Task Order Number

(2) Last Name of the Contract Specialist: Arnold

(3) Invoice Routing Code: **CEU-CLEV**

(4) Annotation of contractor’s small business representation for accelerated payment purposes.

**Note:** The May 2012 version of the USCG CEU Cleveland invoice contains the CEU Cleveland routing code, small business representation annotation, and contract specialist’s name**. Please utilize this version of the form which will be provided with the notice of award letter – previous versions are obsolete.**

**\*\* If you have task orders with other USCG offices, the Invoice Routing Code (IRC) must be changed to reflect the code for that office. \*\***

(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/task order.

NOTE: INVOICE UPLOADS ARE LIMITED TO 3MB. You may compress the file.

Acrobat: File…Save as other…Reduced size PDF

Scanning: 200 dpi Resolution under Scan Settings.

(d) A courtesy copy of the invoice shall be mailed to the Contract Specialist and the Contracting Officer’s Representative (COR) at the following email addresses:

Contract Specialist: [timothy.g.arnold@uscg.mil](mailto:timothy.g.arnold@uscg.mil)

COR: [avery.l.weston@uscg.mil](mailto:avery.l.weston@uscg.mil)

(e) Supporting documentation (progress schedule, certified payrolls, documentation of payment to surety, Contractor’s Release form, etc.) shall be mailed directly to the assigned Contract Specialist at USCG CEU Cleveland. If the required documents are not on file at the time the invoice is received, the invoice will be rejected and returned.

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

(g) In accordance with the Prompt Payment Act, for the purposes of determining a payment due date and the date on which interest will begin to accrue if a payment is late, a proper invoice shall be deemed to have been received:

(1) On the later of:

(i) For invoices that are mailed, the date a proper invoice is actually received by designated billing office and annotates the invoice with date of receipt at the time of receipt.

(ii) For invoices electronically transmitted by the contractor via web based submission, the date of a transmission is received by the designated billing office, and receipt confirmation is provided to the designated recipient; or

(iii) The seventh day after the date on which the property is actually delivered or performance of the services is actually completed; unless—

(a) The agency has actually accepted the property or services before the seventh day in which case the acceptance date shall substitute for the seventh day after the delivery date; or

(b) A longer acceptance period is specified in the contract, in which case the date of actual acceptance or the date on which such longer acceptance period ends shall substitute for the seventh day after the delivery date;

(2) On the date placed on the invoice by the contractor, when the agency fails to annotate the invoice with the date of receipt of the invoice at the time of receipt (such invoice must be a proper invoice); or

(3) On the date of delivery, when the contract specifies that the delivery ticket may serve as an invoice.

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

**3. CORRESPONDENCE**

**All** correspondence, emails, etc. shall be forwarded directly to the Contract Specialist. If mailed, send to the address below. The Contract Specialist shall also be “copied” on all emails and other correspondence pertaining to the contract.

Contract Specialist

# USCG Civil Engineering Unit

**Attn: Timothy G. Arnold**

1240 East Ninth Street, Rm. 2179

Cleveland, OH 44199-2060

Email address: timothy.g.arnold@uscg.mil

**Ensure that all documents reference the Task Order Number (20PBA013).**

**4. REQUIRED BONDS.** A bid bond is not required. Payment Bond required for awards over $35,000.00 but not exceeding $150,000.00. Performance and Payment Bonds required for awards exceeding $150,000.00. The contract number and task order number shall be identified on the bonds.

**5. REQUIRED INSURANCE.** Refer to RMACC paragraph H.2.

**6. WAGE RATES.** Refer to RMACC paragraph H.7.

(Construction Wage Rate Requirements are attached and apply to the

solicitation and resultant task order).

**7. SUPERINTENDENCE BY CONTRACTOR** – In accordance with FAR 52.236-6 Superintendence by the Contractor, the contractor shall directly oversee all work or have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and who has authority to act for the contractor. The superintendent cannot be designated for more than one contract while on-site work is being performed. **(The superintendent and alternate shall be an employee of the prime contractor).** The profile/summary shall include an outline of the superintendent’s qualifications and the extent of his authority. (Do NOT submit this information in the Safety Plan.) This information shall be submitted to the Contracting Officer, in writing, within ***TEN DAYS***from issuance of the initial Notice to Proceed letter.

**Special Notice**: The Superintendent and Alternate shall have the ability to   
 speak, read and write English fluently.

**8. FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure   
 Equal Employment Opportunity for Construction (FEB 1999).**

Goals for minority Goals for female

participation/each trade participation/each trade

23.0 % 6.9%

As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Baltimore, Maryland.

**9. FAR 52.211-1 Availability of Specifications Listed in the GSA Index of   
 Federal Specifications, Standards and Commercial Item   
 Descriptions, FPMR 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 Bureau  
 Specifications Section, Suite 8100   
 470 East L'Enfant Plaza, SW.  
 Washington, D.C. 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.

**10. FAR 52.211-2 Availability of Specifications, Standards, and Data Item   
 Descriptions Listed in the Acquisition Streamlining and   
 Standardization Information System (ASSIST) (APR 2014).**

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST ([*https://assist.dla.mil/online/start/*](https://assist.dla.mil/online/start/) *)*;

(2) Quick Search ([*http://quicksearch.dla.mil/*](http://quicksearch.dla.mil/) *);*

(3) ASSIST docs.com ([*http://assistdocs.com*](http://assistdocs.com) *).*

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by –

(1) Using the ASSIST Shopping Wizard ([*https://assist.dla.mil/wizard/index.cfm*](https://assist.dla.mil/wizard/index.cfm)*) ;*

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSOP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

**11. FAR 52.211-3 Availability of Specifications Not Listed in the Index of   
 Federal Specifications, Standards and Commercial Item   
 Descriptions (JUN 1988).**  
  
The specifications cited in this solicitation may be obtained from:   
  
 Contracting Officer  
 USCG Civil Engineering Unit  
 1240 East Ninth Street, Rm. 2179  
 Cleveland, OH 44199-2060  
 Attn: Timothy G. Arnold Telephone: 216-902-6272

**12. FAR 52.236-27 Site Visit Construction (FEB 1995).**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting 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:

Contact Name: LT Avery L. Weston

Address: 2401 Hawkins Point Rd., Baltimore, Maryland 21226

Telephone: (c) (206) 450-8906

**13. PROGRESS PAYMENTS FOR MATERIALS RECEIVED BUT NOT INSTALLED**FAR Clause 52.232-5 states the Contracting Officer may authorize payments for materials delivered to the site or other locations than the site but not yet installed. For this contract, the Contracting Officer may authorize payments not to exceed 80% of the cost of such material. (Payment requests for 100% of material costs will not be approved). The payment request must be accompanied by satisfactory evidence that the Contractor has acquired title to the material, that the material will be used to perform this contract, and that a designated Government Representative has certified that the material is properly stored and protected.

**14. GREEN PURCHASING UNDER DHS CONSTRUCTION CONTRACTS**

Pursuant to Executive Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy and Economic Performance, the Department of Homeland Security (DHS) is committed to managing its facilities in an environmentally preferable manner that will promote the natural environment and protect the health and well-being of its Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall exert its best efforts to provide its services in a manner that will promote the natural environment and protect the health and well-being of Federal employees, contract service providers and visitors using the facility. Green purchasing or environmentally preferable contracting has several interacting initiatives which are described at the following Government or Industry Internet sites:

Recycled Products are described at: <http://epa.gov/cpg>

Bio based Products are described at: <http://www.biopreferred.gov>

Energy efficient products are at: <http://energystar.gov/products> for Energy Star products

Energy efficient products are at: <http://www.energy.gov/eere/femp/energy-and-water-efficient-products> for FEMP designated products

Environmentally Preferable Computers are at: <http://www.epeat.net>

Non-Ozone Depleting Alternative Products are at: <http://www.epa.gov/ozone/strathome.html>

Water efficient plumbing products are at: <http://epa.gov/watersense>

To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor is expected to provide the environmentally preferable type of product unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. The clauses at Federal Acquisition Regulation (FAR) 52.223-2, Affirmative Procurement of Bio based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17, Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, contained in this contract, require the use of products that have bio based content, are energy efficient, or have recycled content. In case of an apparent inconsistency between this provision and any specification elsewhere in the contract, consult the Contracting Officer for resolution.

**15.** **A checked box indicates that the clause(s) are applicable to the   
 task order.**

**FAR (Federal Acquisition Regulation)**

**HSAR (Homeland Security Acquisition Regulation)**

**[ X ] FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality**

**Agreements or Statements (JAN 2017).**

**[ ] FAR 52.204-22 Alternative Line Item Proposal (JAN 2017)**

**[ ] FAR 52.216-4 Economic Price Adjustment – Labor and Materials**

**(JAN 2017).**

**[ ] FAR 52.217-7 Option for Increased Quantity –Separately Priced Line Item   
 (MAR 1989).**

**[ X ] FAR 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017).**

**[X] FAR 52.223-11 Ozone-Depleting Substances (JUN 2016).**

**[X] FAR 52.223-20 Aerosols (JUN 2016).**

**[X] FAR 52.223-21 Foams (JUN 2016).**

**[X]** **52.203-17 Contractor Employee Whistleblower Rights and Requirement to   
 Inform Employees of Whistleblower Rights (DHS-USCG Class   
 Deviation 14-01) (JUN 2020).**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at [41 U.S.C. 4712](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR [3.908](https://www.acquisition.gov/content/3908-pilot-program-enhancement-contractor-employee-whistleblower-protections#i1123923).

      (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under [41 U.S.C. 4712](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), as described in section [3.908](https://www.acquisition.gov/content/3908-pilot-program-enhancement-contractor-employee-whistleblower-protections#i1123923) of the Federal Acquisition Regulation.

      (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

**[ X ]** FAR **52.223-9** Estimate of Percentage of Recovered Material Content for   
 EPA- Designated Items (May 2008).

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

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Contracting Officer complete in accordance with agency procedures*].

**[ ] FAR 52.224-3 Privacy Training – Alternate I (Deviation) (JAN 2017).**

1. *Definition.* As used in this clause, personally identifiable information means information that can be used to distinguish or trace and individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).
2. The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who –
3. Have access to a system of records;
4. Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or
5. Design, develop, maintain, or operate a system of records (See also FAR subpart 24.1 and 39.105).
6. The contracting agency will provide initial privacy training, and annual privacy training thereafter, to Contractor employees for the duration of this contract. Contractor employees shall satisfy this requirement by completing *Privacy at DHS: Protecting Personal Information*  accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within 30 days of contract award and be completed on an annual basis thereafter not later than October 31st of each year.
7. The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.
8. The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.
9. The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will –
10. Have access to a system of records;
11. Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or
12. Design, develop, maintain, or operate a system of records.

**[ ] FAR 52.232-18 Availability of Funds (APR 1984).**

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

**[X] FAR 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.

1. The indications of physical conditions on the drawings and in the specifications are the result of site investigations by the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.
2. Weather conditions \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. Transportation facilities \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. CG Drawing 8594-D sheets 1-21

**[ ] FAR 52.247-25 Government-Furnished Equipment With or Without Operators (Apr 1984)**

**(End of clause)**

**[X] HSAR 3052.228-90 Notification of Miller Act Payment Bond Protection**

**(DEC 2003).**

**The contractor shall complete the following:**

1. **The surety which has provided the payment bond under the prime contract is:**

**NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**STREET ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CITY, STATE, ZIP CODE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CONTACT & TEL. NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**[X] HSAR 3052.222-90 Local Hire (JUN 2006).**

(a) When performing a contract in whole or in part in a State with an unemployment rate in excess of the national average determined by the Secretary of Labor, the Contractor shall employ, for the purpose of performing the portion of the contract in that State, individuals who are local residents and who, in the case of any craft or trade, possess or would be able to acquire promptly, the necessary skills.

(b) Local resident defined. As used in this section, “local resident” means a resident of, or an individual who commutes daily to, a State described in subsection (a).

(c) The Secretary of Homeland Security may waive the requirements of paragraph (a) the interest of national security or economic efficiency.

**Maryland 9.9% / National Avg. 13.3%**

**EVALUATION FACTORS:** The government intends to award the Task Order to the responsible offeror with the lowest price proposal based on the **Base Work**. Prices shall be submitted for all items or the offer may be rejected.

**[ ] FAR 52.217-4 Evaluation of Options Exercised at the Time of Contract**

**Award (JUN 1988).**

**[ ] FAR 52.217-5 Evaluation of Options (JUL 1990).**