

**SOLICITATION  
A12PS01173**

**PART I**

**STATEMENT OF WORK  
CONTRACT ADMINISTRATION  
DATA**

# SOLICITATION

**GENERAL DESCRIPTION: REQUEST FOR QUOTES, BOILER REPLACEMENT AND  
ASBESTOS ABATEMENT, ROCKY RIDGE BOARDING SCHOOL**

**LOCATION:** Rocky Ridge Boarding School, Dinnebito, Arizona

**COMPLETION TIME:** 30 days from receipt of award. (Negotiable)

**QUOTE DUE DATE:** are due **July 9, 2012** by 2:00PM (EST).

BIA CENTRAL OFFICE  
Attn: Bryan Ouray, Contract Specialist  
12220 Sunrise Valley Drive  
Reston, VA 20191

Phone: 703.390.6472

Email: [bryan.ouray@bia.gov](mailto:bryan.ouray@bia.gov)

**INSTRUCTIONS FOR QUOTERS:** Quotes must contain the following:

1. Completed and signed SF-33.
2. Taxpayer Identification page.
3. Small Business Program Representations page.
4. Contractor **MUST** be registered with the Central Contractors Registration before award can be made. The website to register at is: [www.ccr.gov/](http://www.ccr.gov/)

**Mandatory Site Visit:**

1. Date of mandatory site visit June 28, 2012.
2. All questions are due 3 days after the mandatory site visit.
3. Answers to questions will be posted 2 days after.
4. Award will be made 10 days after site visit. (Negotiable)

**BASIS FOR AWARD:** Award will be made to the responsible contractor whose quote is responsive to the terms of the Request for Quotation and is most advantageous to the Government, considering only price and fulfillment of all requirements.

NOTICE: Notice is hereby given to any and all Contractors who submit a quote on projects within the exterior boundaries of the Navajo Indian Reservation, that you are responsible for payment of the Tribal Taxes and compliance with the TERO ordinances. Any questions regarding this matter should be directed to the Navajo Nation TERO Office.

Negotiated acquisition procedures will be utilized for this requirement, therefore, no public bid opening will be held. The Government reserves the right to make award without further discussions of the quotes received. Therefore, it is important that your quote be submitted initially on the most favorable terms and cost standpoints. After submission of quotes and closing no information will be released until after award.

The contract will be set aside for SMALL BUSINESS.

The contract will be firm fixed price.

# STATEMENT OF WORK

## **ROCKY RIDGE BOARDING SCHOOL - REPLACEMENT OF BOILER AND HOT WATER STORAGE TANK**

Project location is at the Bureau of Indian Affairs, Rocky Ridge Boarding School, Dinnebito, Arizona approximately 45 miles southeast of Tuba City, Arizona and 10 miles north off Highway 264, Navajo Nation within the Western Navajo Agency on Government-owned land.

### **STATEMENT OF WORK**

The Contractor shall furnish all labor, materials, equipment, transportation, supervision and incident necessary to the work. Remove and replace boiler, hot water storage tank, and asbestos in the Boiler Room, Building No. 21 – Kitchen.

1. Remove and abatement of asbestos insulation blanket off the existing hot water storage tank and off the pipe elbows throughout and dispose.
2. Remove the existing boiler #772 and replace with new Wail-Mclain BG-480 boiler and all fitting connections to boiler, and in accordance with the manufacturer's most current specifications and details.
3. Remove the existing hot water storage tank and replace with new 220 gallon tank with new fiberglass insulation blanket, and all pipe fitting connections to tank.

### **PART 1 GENERAL**

#### **1.01 EXTENT OF WORK:**

- A. Contractor shall provide all labor, materials, tools, equipment and supervision necessary to remove and replace with new boiler equipment and hot water storage tank with asbestos insulation as specified herein and in accordance with the manufacturer's most current specifications and details.
- B. The Contract shall be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job site conditions that will affect their work.

C. The contractor shall confirm all given information and advise the building owner, prior to bid, of any conflicts that will affect their cost proposal.

#### 1.02 SUBMITTALS:

A. Prior to starting work, the Contractor must submit the following:

1. Submit a letter of certification from the manufacturer which certifies if the Contractor is authorized to install the manufacturer's equipment and list foreman who have received training from the manufacturer along with the dates training was received.

2. Certification of the manufacturer's warranty reserve.

#### 1.03 PRODUCT DELIVERY, STORAGE AND HANDLING:

A. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.

B. Comply with the manufacturer's written instructions for proper material storage.

C. Any materials which are found to be damaged shall be removed and replaced at the applicator's expense.

#### 1.04 WORK SEQUENCE:

A. Schedule and execute work. Care should be exercised to provide protection for the interior of the building.

B. Do not disrupt activities in occupied spaces.

#### 1.05 USE OF THE PREMISES:

A. Before beginning work, the Contractor must secure approval from the building owner's representative for:

1. Area permitted for personnel parking
2. Access to the site
3. Area permitted for storage of materials and debris

- B. Disposal of materials: Contractor shall remove all scraps and debris resulting from work on the project to an EPA approval landfill.

#### 1.06 TEMPORARY FACILITIES AND CONTROLS:

##### A. Temporary Utilities:

- 1. Water, power and lighting for construction purpose are available at the site and may be made available to the contractor.

##### B. Temporary Sanitary Facilities:

- 1. Sanitary facilities will be available in the building at the job site. The Contractor shall be responsible for the care and cleanliness of the facilities.

##### C. Building Site:

- 1. The Contractor shall reasonable care and be responsible to protect the building damages. The Contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.
- 2. The Contractor shall remove all debris from job site in a timely and legally acceptable manner so as not the detract the aesthetics or the functions of the building

##### D. Security:

- 1. Obey the owner's requirements for personnel identification, inspection and other security measures.

#### 1.07 JOB SITE PROTECTION:

The Contractor shall adequately protect building, paved areas, service drives, etc. , from damage while performing the required work. Provide (properly secured), as necessary for protection and remove protection material at completion. The Contractor shall repair or be responsible for costs to repair all property damaged during the installation of equipment.

- A. During the Contractor's performance of work, the building owner will continue to occupy the existing building. The Contractor shall precaution to prevent the spread of dust and debris, particularly where such materials may soft into the building.
- B. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.

1.08 SAFETY:

The Contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, State and Federal requirements that are safety related. Safety shall be the responsibility of the Contractor. All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and general public on or near the site.

1.09 WORKMANSHIP:

- A. Installers, installing new equipment and related work shall be factory trained and approved by the manufacturer they are representing.
- B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.

1.10 QUALITY ASSURANCE:

- A. Unless otherwise noted in the specification, the Contractor must strictly comply with the manufacturer's current specifications and details.
- B. The boiler equipment must be installed by an authorized and trained by the manufacturer in compliance with the approval of the manufacturer.
- C. Provide adequate number of experience workmen regularly engaged in this type of work who are skilled of the installation techniques of the material specified. Provide at least one thoroughly trained and experienced superintendent on the job at all times when work is in progress.

1.11 JOB CONDITIONS, CAUTIONS AND WARNINGS:

- A. Material Safety Data Sheet (MSDS) should be on location at all times during the transportation, storage and application of equipment.
- B. Contaminants such as grease, fats and oil shall not be allowed to come in direct contact with the building floor.

1.12 WARRANTY:

- A. Provide manufacturer's years total warranty covering both labor and equipment with no dollar limitation.
- B. Evidence of the manufacturer's warranty reserve shall be included as part of the project submittals for the specifier's approval.

**PART 2 PRODUCT**

2.01 GENERAL:

- A. All components of the specified boiler equipment shall be products of Weil-McClain or equal.
- B. All products (including pipes, fasteners, fittings) must be manufactured and supplied by the manufacturer and covered by the warranty.

# CONTRACT ADMINISTRATION DATA

## **CONTRACTING OFFICER, PROJECT OFFICER AND FACILITY MANAGER**

Contracting Officer: Bryan Ouray  
Telephone: (703) 390-6472  
Address: BIA – Central Office  
12220 Sunrise Valley Drive  
Reston, VA 20191

Facility Manager: John David  
Telephone: (928) 283-2315  
Address: Facility Management 407 Warrior Drive E HWY 160  
PO Box 36  
Tuba City, 86045-0036

## **REVIEW AND APPROVAL PROCESS FOR PAYMENTS**

### **RESPONSIBILITIES OF THE FACILITY MANAGER/PROJECT OFFICER OR HIS/HER DESIGNATED CONSTRUCTION REPRESENTATIVE:**

- (a) Reviews required submittals, checks for compliance and approve or disapprove submittals; requests re-submittal of disapproved submittal items; submits them to the Area Staff Engineer for approval and maintains all approved submittals for reference.
- (b) Maintains a project diary of log of the work during construction of the entire project. Maintains construction reports in the field offices for each pay request.
- (c) Inspects construction work.
- (d) Verifies quality of work and conformance with plans and specifications.
- (e) Verifies that the forms have been correctly filled out and signed by the contractor and that any required invoices are attached.

- (f) If the quality of work is satisfactory and the payment request has been submitted correctly with the required certified payroll records for all employees, the Project Officer shall certify as such on the payment request. He/she will then forward it to the Area Staff Engineer for concurrence.
- (g) If either the quality of work is unacceptable, the pay request is incorrect or if the contractor fails to provide the certified payroll records of its employees, the Project Officer will return the pay request to the contractor with an explanation of the discrepancy.
- (h) In general the Facility Manager/Project Officer will be responsible for performing inspection of the work and preparation of all reports regarding the work. The Project Officer shall provide information on the technical aspects of the work; however, the Project Officer does not have legal authority to act on behalf of the Contracting Officer or make any decisions that bind the Government to such decisions of action. The Project Officer may provide necessary inspection and interpretation of drawings and technical provisions. The Project Officer will also protect the interest of the Government by making periodic checks and inspection of construction operations. These periodic checks will be made, as needed, to verify the progress of work for a contractors request for payment. The Project Officer must ensure compliance with all contract provisions, applicable laws and must report deviations to the Contracting Officer.
- (a) Inspection functions commonly performed by the Facility Manager/Project Officer in connection with construction are:
  - Make periodic inspection reports;
  - Interpret drawings and specifications;
  - Recommend when work should be suspended and resumed and when work should be modified;
  - Determine if construction work is and is acceptable and is in accordance with the contract drawings and technical provisions (Note: The Contracting Officer retains the authority to provide formal acceptance of work to the contract);
  - Finalize payment requests submitted by the contractor performing the work;
  - Perform necessary surveys for the work which are the responsibility of the Government;
  - Perform field tests on the materials used in the construction project, as necessary;
  - Check acceptability of materials used in the construction project;
- (i)

The contractor has the responsibility of:

1. Correcting the payment request, the unacceptable work, or both, as required.
2. Contacting the Contracting Officer to inform him of his action(s).
3. Resubmitting the payment request, if acceptable, the Project Officer then forwards the pay request to the Area Staff Engineer for concurrence.

## **INVOICE SUBMISSION**

- a. In accordance with Bureau of Indian Affairs Policy, the contractor will accept payment for all invoices and pay requests that are submitted and approved through ACH Direct Deposit into their primary banking institution and bank account.
- b. The Contractor shall submit an original and two (2) copies of its invoice
- c. The Contractor agrees to include the following information on each invoice:
  1. Contractor's name, address and invoice date;
  2. Contract Number or Purchase Order Number;
  3. Description, cost and price, and quantity of services actually delivered or rendered;
  4. Other substantiating documentation or information as required by the contract; and
  5. Name where applicable, title, phone number and complete mailing address of responsible official to whom payment is to be sent.

# **PART II**

## **CONTRACT CLAUSES AND REPRESENTATIONS AND CERTIFICATIONS**

**The Representations and Certifications  
MUST BE FILLED OUT AND RETURNED  
with your quote.**

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

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

<http://www.arnet.gov/far/>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.215-1	Instructions to Offerors – Competitive Acquisition	JAN 2004
52.222-5	Davis-Bacon Act—Secondary Site of the Work	JUL 2005
52.236-28	Preparation of Proposals – Construction	OCT 1997
352.215-70	Late Proposals and Revisions	NOV 1986

**52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)**

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) 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 (b) applies.

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

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically 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
_____	_____	_____	_____

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 ORCA.

**52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION. (FEB 1999)**

(a) The offeror’s attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
7.5	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the—

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is State of South Dakota, County of Moody, City of Flandreau.

#### **52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT-CONSTRUCTION MATERIALS. (MAY 2002)**

(a) Definitions. "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 Act-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 Act 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 Act 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 Act, 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 non-responsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

Alternate I (May 2002). As prescribed in 25.1102(b)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

## **52.233-2 SERVICE OF PROTEST (AUG 1996)**

(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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Bryan Ouray  
Bureau of Indian Affairs  
Central Office  
Mercator Drive  
Reston, Va 20191

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

## **SAFETY AND HEALTH**

(a) To help ensure the protection of the life and health of all persons, and to help prevent damage to property, the Contractor shall comply with all Federal, State and local laws and regulations applicable to the work being performed under this contract. These laws are implemented and/or enforced by the Environmental Protection Agency, Occupational Safety and Health Administration and other agencies at the Federal, State and local levels (Federal, State and local regulatory/enforcement agencies).

(b) Further, the Contractor shall take or cause to be taken additional safety measures as the Contracting Officer in conjunction with the project or other appropriate officer, determines to be reasonably necessary. If compliance with these additional safety measures results in an increase or decrease in the cost or time required for performance of any part of work under this contract, an equitable adjustment will be made in accordance with the applicable "Changes" Clause set forth in this contract.

(c) The Contractor shall maintain an accurate record of, and promptly report to the Contracting Officer, all accidents or incidents resulting in the exposure of persons to toxic substances, hazardous materials or hazardous operations; the injury or death of any person; and/or damage to property incidental to work performed under the contract and all violations for which the Contractor has been cited by any Federal, State or local regulatory/enforcement agency. The report shall include a copy of the notice of violation and the findings of any inquiry or inspection, and an analysis addressing the impact these violations may have on the work remaining to be performed. The report shall also state the required action(s), if any, to be taken to correct any violation(s) noted by the Federal, State or local regulatory/enforcement agency and the time frame allowed by the agency to accomplish the necessary corrective action.

(d) If the Contractor fails or refuses to comply promptly with the Federal, State or local regulatory/enforcement agency's directive(s) regarding any violation(s) and prescribed corrective action(s), the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action (as approved by the Federal, State or local regulatory/enforcement agencies) has been

taken and documented to the Contracting Officer. No part of the time lost due to any stop work order shall be subject to a claim for extension of time or costs or damages by the Contractor.

(e) The Contractor shall insert the substance of this clause in each subcontract involving toxic substances, hazardous materials, or operations. Compliance with the provisions of this clause by subcontractors will be the responsibility of the Contractor.

## **PRO-CHILDREN ACT OF 1994**

The Contractor certifies that it will comply with the provisions of Public Law 103-227, Pro-Children Act of 1994 which imposes restrictions on smoking where Federally funded children's services are provided. The Act requires that smoking should be prohibited in any indoor facility or portion of a facility owned, leased, or contracted for the routine or regular provision of health care, day care or early childhood development (Head Start) services to children under the age of 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity. By submitting an offer and entering into a contractual agreement with the Government, Contractors certify that they will comply with the requirements of the Act. Contractors must obtain the same certification from subcontractors.

## **BACKGROUND INVESTIGATION**

In accordance with 25 U.S.C. 3201, Indian Childcare Protection and Family Violence Prevention Act, 42 U.S.C. 13041, Crime Control Act of 1990, and Departmental Manual 441, Personnel Security and Suitability Requirements, all positions, including contractors and/or consultants who are performing services under an agreement or contract to the Department or who have duties and responsibilities involving regular contract with or control over Indian children are subject to a favorable screening conducted by the Office of Indian Education Programs Security Services and a background investigation conducted by the Office of Personnel Management.

### **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 they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.acquisition.gov>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
1452.204-70	Release of Claims – Department of the Interior	JUL 1996
1452.226-70	Indian Preference	APR 1984
1452.226-71	Indian Preference Program	APR 1984

52.209-6	Protecting the Government's Interest when Sub-Contracting with Contractors Debarred, Suspended or Proposed for Debarment	JAN 2005
52.213-4	Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items)	JUL 2005
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act Overtime Compensation.	JUL 2005
52.222-6	Davis-Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination – Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity (ALT I - FEB 1999)	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity for Special Disabled Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	DEC 2001
52.223-3	Hazardous Material Identification and Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.225-9	Buy American Act – Construction Materials	JAN 2005
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.227-1	Authorization and Consent	JUL 1995
52.227-4	Patent Indemnity—Construction Contracts	APR 1984
52.228-5	Insurance – Work on a Government Installation	JAN 1997
52.229-3	Federal, State and Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEPT 2002
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
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

52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements	APR 1984
52.236-10	Operations and Storage Areas	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	NOV 1991
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and drawings for Construction	FEB 1997
52.236-26	Pre-construction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items.	DEC 2004
52.246-12	Inspection and Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short-Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

## **52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

#### **52.211-10 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to commence work under this contract within 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 no **later than 30 days after receipt** of the notice to proceed. The time slated for completion shall include final cleanup of the premises.

#### **52.228-13 ALTERNATIVE PAYMENT PROTECTIONS. (JULY 2000)**

a) The Contractor shall submit one of the following payment protections:

1. A Payment Bond.
2. Irrevocable Letter of Credit (ILC).
3. Tripartite Escrow Agreement.
4. Certificate of Deposit.

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required at the time of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

#### **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 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.

Site visits may be arranged during normal duty hours by contacting via email: [Bryan.ouray@bia.gov](mailto:Bryan.ouray@bia.gov) and cc: [john.david@bia.gov](mailto:john.david@bia.gov)

For directions contact:

Facility Manager:	John David
Telephone:	(928) 283-2315
Address:	Facility Management 407 Warrior Drive E HWY 160 PO Box 36 Tuba City, 86045-0036

## **CONTRACT AWARD**

Award shall be made to that responsible offeror whose offer, conforming to the RFQ, will be most cost-effective and advantageous to the Government considering only price and price related factors representing the best value to the Government.

# PART III

## SPECIFICATIONS

### Boiler:

- oil/gas combustion thermal 85%/82% Combustion 85%/82%
- supply tappings qty size – water 2-4” steam 2-4”
- return tappings qty/size – water 2-4” steam 2-4”
- dimensions 20-1/8 boiler section length, length total 28-5/8,
- cast iron sections
- insulated steel jacket
- flame retention burner
- burner mounting plate with refractory
- aluminized steel flu collector assembly
- steel fine breeching collar and breeching damper
- observation ports on front and rear
- refractory blanket and target wall in combustion area
- side cleanout plates
- flue brush.

Water tank – 220 gallon unlined hot water storage tank.