

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 70FBR618R00000002	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES 1 77	
	IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.				

4. CONTRACT NO. 70FBR618C00000006	5. REQUISITION/PURCHASE REQUEST NO. See Schedule	6. PROJECT NO.
--------------------------------------	---	----------------

7. ISSUED BY FEMA REGION 06 DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY REGION VI 800 NORTH LOOP 288 DENTON TX 76209-3606	CODE FEMA R06	8. ADDRESS OFFER TO
---	------------------	---------------------

9. FOR INFORMATION CALL:	a. NAME Chanel Colbert	b. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 940-898-5335
---------------------------------	---------------------------	--

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date)*

Statement of Objectives Concrete Walkway
Concrete Walkway_Accessible Pathways
Wage Determination TX293
FEMA - Sidewalk Repairs 2 - Derk; dated 08/17/2018
FEMA - Sidewalk Repairs Flume - Derk; dated 08/17/2018

11. The Contractor shall begin performance 5 calendar days and complete it within 53 calendar days after receiving award, notice to proceed. The performance period is mandatory negotiable. (See _____.)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES", indicate within how many calendar days after award in Item 12b.)</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 3
--	---	-------------------------

13. ADDITIONAL SOLICITATION REQUIREMENTS:

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

b. An offer guarantee 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 20 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)

TANGENTIAL SERVICES INC
 ATTN ATHENA BUSH
 650 E. SH 121
 LEWISVILLE TX 75057

15. TELEPHONE NO. (Include area code)
 9722191417

16. REMITTANCE ADDRESS (Include only if different than item 14.)

TANGENTIAL SERVICES INC
 650 E. SH 121
 LEWISVILLE TX 750573176

CODE 100361125

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT 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

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

\$31,740.00

23. ACCOUNTING AND APPROPRIATION DATA

See schedule

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
 (4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

FEMA R06

27. PAYMENT WILL BE MADE BY

FEMA REGION 06
 DEPARTMENT OF HOMELAND SECURITY
 FEDERAL EMERGENCY MANAGEMENT AGENCY
 REGION VI
 800 NORTH LOOP 288
 DENTON TX 76209-3606

FEMA FINANCE CENTER
 FEMA FINANCE CENTER
 PO BOX 9001
 WINCHESTER VA 22604

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT

(Contractor is required to sign this document and return 1 copies to issuing office.)
 Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,

29. AWARD

(Contractor is not required to sign this document.)
 Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

TOM SHEPHERD PRESIDENT

31a. NAME OF CONTRACTING OFFICER (Type or print)

Chanel Colbert

30b. SIGNATURE



30c. DATE

8-29-18

31b. UNITED STATES OF AMERICA

Chanel Colbert
 BY

Digitally signed by Chanel Colbert
 Date: 2018.08.29 14:28:16 -05'00'

31c. DATE

8/29/18

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70FBR618C00000006

PAGE OF
3 77

NAME OF OFFEROR OR CONTRACTOR
TANGENTIAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>DUNS Number: 100361125 Contractor will provide all required labor, supervision, materials, equipment, supplies, services and documents required by the due date for The Concrete Walkway Project as specified within the attached SOO, contractor proposal dated 08/17/2018, and the terms and conditions of this contract. DO/DPAS Rating: DO-N1 FOB: Destination Period of Performance: 08/31/2018 to 10/25/2018</p> <p>In this phase, the pedestrian walkway will be built. The contractor shall provide all material, supplies, and labor to perform all work in accordance with the attached SOO, attached price proposals and the terms of this contract. Any alterations/modifications to existing structures and real property to accommodate the construction crew and equipment must be made whole again. Product/Service Code: Z2PC Product/Service Description: REPAIR OR ALTERATION OF UNIMPROVED REAL PROPERTY (LAND) Requisition No: TX00185Y2018T, TX00297Y2018T</p> <p>Accounting Info: 2018-OS-QF03-R066--2584 BFY: 2018 Fund Code: OS Program: QF03 Organization: R066 Object Class: 2584 Fund Type: D Funded: \$20,000.00</p> <p>Accounting Info: 2018-OS-MA73-A180--2584 BFY: 2018 Fund Code: OS Program: MA73 Organization: A180 Object Class: 2584 Fund Type: D Funded: \$495.00</p>				20,495.00
0002	<p>In this phase the contractor will construct the Sidewalk Flume to the Walkway Path. The contractor shall provide all material, supplies, and labor to perform all work in accordance with the attached SOO, attached price proposals and the terms of this contract. Any alterations/modifications to existing structures and real property to accommodate the construction crew and equipment must be made whole again. Continued ...</p>				11,245.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70FBR618C00000006

PAGE OF
4 77

NAME OF OFFEROR OR CONTRACTOR
TANGENTIAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: \$11,245.00 Product/Service Code: Z2PC Product/Service Description: REPAIR OR ALTERATION OF UNIMPROVED REAL PROPERTY (LAND) Requisition No: TX00297Y2018T Accounting Info: 2018-OS-MA73-A180--2584 BFY: 2018 Fund Code: OS Program: MA73 Organization: A180 Object Class: 2584 Fund Type: D Funded: \$11,245.00 Contractor POC: Derek Arnold - Project Manager @ d.arnold@tangentialservices.com 214-529-1315 FEMA Project Manager: Robert.Jones8@fema.dhs.gov or 940-898-5565				

A - Solicitation/Contract Form.....	5
Clauses	5
B - Supplies or Services/Prices.....	34
Clauses	34
C - Description/Specifications.....	34
Clauses	34
G - Contract Administration Data	34
Clauses	34
I - Contract Clauses	37
Clauses	37

A - Solicitation/Contract Form

Clauses

52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 5 days 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 10/25/2018. The time stated for completion shall include final cleanup of the premises.

(End of clause)

* The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

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 5 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 10/23/2018. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by 08/31/2018. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of clause)

* The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

52.211-12 Liquidated Damages - Construction. (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$129.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.211-13 Time Extensions. (SEP 2000)

52.211-18 Variation in Estimated Quantity. (APR 1984)

52.212-3 Offeror Representations and Certifications-Commercial Items. (NOV 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;

