

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

4. CONTRACT NO. 70FBR618C00000007		5. REQUISITION/PURCHASE REQUEST NO. WX04802Y2018T	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 Hackberry Repair and Maintenance LLC 12001 N Central Expy Suite 875 75243-3860	
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)*

Driveway Resurface SOO
Wage Determination TX293
Driveway Resurface Map
Contractor Phasing Plan
Contractor DT 043 - FEMA Drive Resurface Price Proposal

11. The Contractor shall begin performance 15 calendar days and complete it within 90 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
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Sealed offers in original and 1 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) HACKBERRY REPAIR AND MAINTENANCE LLC ATTN DUSTIN TURNER 12001 N CENTRAL EXPY STE 875 DALLAS TX 75243	15. TELEPHONE NO. (Include area code) 9724152009 16. REMITTANCE ADDRESS (Include only if different than item 14.) HACKBERRY REPAIR AND MAINTENANCE LLC 12001 N CENTRAL EXPRESSWAY STE 875 DALLAS TX 75243
CODE 045529107 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
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT \$90,068.73	23. ACCOUNTING AND APPROPRIATION DATA 2018-OS-MC32-M240--2580	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input checked="" type="checkbox"/> 41 U.S.C. 253(c) ()
26. ADMINISTERED BY CODE FEMA R06 FEMA REGION 06 DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY REGION VI 800 NORTH LOOP 288 DENTON TX 76209-3606		27. PAYMENT WILL BE MADE BY FEMA FINANCE CENTER FEMA FINANCE CENTER PO BOX 9001 WINCHESTER VA 22604

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input checked="" type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> 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,	<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) Dustin Turner; Construction Manager		31a. NAME OF CONTRACTING OFFICER (Type or print) Chanel Colbert	
30b. SIGNATURE <i>Dustin Turner</i>	30c. DATE 9/18/2018	31b. UNITED STATES OF AMERICA CHANEL R COLBERT Digitally signed by CHANEL R COLBERT	31c. DATE 09/18/2018

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70FBR618C00000007

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NAME OF OFFEROR OR CONTRACTOR
HACKBERRY REPAIR AND MAINTENANCE LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>DUNS Number: 045529107</p> <p>Contractor will provide all required labor, supervision, materials, equipment, supplies, services and documents required by the due date for The Driveway Resurface Project as specified within the attached SOO, contractor phasing plan, and the terms and conditions of this contract.</p> <p>Pricing associated with this proposal must meet the minimum standards outlined in the attached Davis Bacon Labor Wage Decision.</p> <p>Contract shall not exceed 90,068.73 without the written consent of a contracting officer.</p> <p>DO/DPAS Rating: DO-N1</p> <p>BFY: 2018 Fund Code: OS Program: MC32</p> <p>Organization: M240 Object Class: 2580 Fund Type: D</p> <p>FOB: Destination</p> <p>Period of Performance: 10/01/2018 to 01/04/2019</p> <p>The contractor shall provide all material, supplies, and labor to perform all work in accordance with the attached SOO, Contractor Phasing Plan, price proposal 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.</p> <p>Product/Service Code: Z2PC</p> <p>Product/Service Description: REPAIR OR ALTERATION OF UNIMPROVED REAL PROPERTY (LAND)</p> <p>Contractor POC: Dustin Turner- Project Manager @ dustin@hackberrym.com 972-415-2009</p> <p>FEMA Project Manager: Robert.Jones8@fema.dhs.gov or 940-898-5565</p>				90,068.73

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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 15 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 01/04/2018. 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 15 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 01/04/2018. 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 09/21/2018. 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 \$80.00 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;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern-

- (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

