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|---|---|--|-------------------------------|---------------------------|
| SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO. W9128F23R0007 | 2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED 04-Jan-2023 | PAGE OF PAGES 1 OF 125 |
| | IMPORTANT - The "offer" section on the reverse must be fully completed by offeror. | | | |

| | | |
|-----------------|-------------------------------------|----------------|
| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. | 6. PROJECT NO. |
|-----------------|-------------------------------------|----------------|

| | | |
|---|----------------|---|
| 7. ISSUED BY ARMY CORPS OF ENGINEERS 1616 CAPITOL AVENUE OMAHA NE 68102-4901 | CODE W9128F | 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 |
| TEL: | FAX: | TEL: |
| | | FAX: |

| | | |
|--------------------------|------------------------|--|
| 9. FOR INFORMATION CALL: | A. NAME SCOTT DWYER | B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 402-995-2584 |
|--------------------------|------------------------|--|

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):*

CONSOLIDATE PREP SCHOOL DORMITORIES, PNXPZ104002, US AIR FORCE ACADEMY, COLORADO

RETURN WITH OFFER: INFORMATION REQUIRED BY SECTION 00 10 00 (SF1442), SECTION 00 22 00, AND SECTION 00 45 00.

THIS SOLICITATION IS UNRESTRICTED AND OPEN TO BOTH LARGE AND SMALL BUSINESS PARTICIPATION.

11. The Contractor shall begin performance within 10 calendar days and complete it within 1280 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

| | |
|--|--------------------------|
| 12 A. 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 10 |
|--|--------------------------|

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 02:00 PM (hour) local time 08 Feb 2023 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers 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 180 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See Item 14**

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration 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, certifications, and specifications or incorporated by reference in or attached to this contract.

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 commutes 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)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section 00 10 00 - Solicitation, Contract Line Item Number (CLIN) Schedule

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001 | Design - Cadet Prep School Dormitory FFP Entire work complete for Design of Cadet Prep School Dormitory at USAFA, Colorado. (MILCON) FOB: Destination PSC CD: Y1FC | 1 | Job | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0002 | Construct - Cadet Prep School Dormitory FFP Entire work complete to Construct Cadet Prep School Dormitory at USAFA, Colorado to include all necessary site work. (MILCON) FOB: Destination PSC CD: Y1FC | 1 | Job | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0003 | Demolition of Buildings FFP Entire work complete for Demolition of Buildings 5210, 5212, and 5214. (MILCON) FOB: Destination PSC CD: Y1FC | 1 | Job | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0004 | Utility Connection FFP Entire work complete for Colorado Springs Utility Connection. (MILCON) FOB: Destination PSC CD: Y1FC | 1 | Job | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 0005 OPTION | Furniture, Fixtures & Equipment FFP Entire work complete for Procurement and Installation of FF&E as indicated in this Contract (O&M). The Government reserves the right to exercise Option CLIN 0005 within 365 days of NTP. The exercising of Option CLIN 0005 will not affect the final delivery date. FOB: Destination PSC CD: Y1FC | 1 | Job | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 0006 OPTION | CCTV Systems FFP Entire work complete for Procurement and Installation of CCTV Systems as indicated in this Contract (O&M). The Government reserves the right to exercise Option CLIN 0006 within 365 days of NTP. The exercising of Option CLIN 0006 will not affect the final delivery date. FOB: Destination PSC CD: Y1FC | 1 | Job | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 0007 OPTION | Audio/Visual FFP Entire work complete for Procurement and Installation of A/V equipment and devices as indicated in this Contract (O&M). The Government reserves the right to exercise Option CLIN 0007 within 365 days of NTP. The exercising of Option CLIN 0007 will not affect the final delivery date. FOB: Destination PSC CD: Y1FC | 1 | Job | | |

NET AMT

CLIN SCHEDULE NOTES

NOTES:

1. See SECTION 00 21 00, INSTRUCTIONS TO OFFERORS for evaluation of options. The Government reserves the right to exercise options within 365 days after issuance of Notice to Proceed.
2. Prices must be entered for all items of the schedule. Total amounts submitted without prices being entered on individual items will be rejected. Additions will be subject to verification by the Government. In case of variation between the lump-sum prices and the total amount, the lump-sum prices will be considered the price submitted.
3. The Offeror shall propose a total integrated contract duration in number of calendar days after the Notice to Proceed (NTP) is received by the Contractor. The proposed duration shall become the required contract duration. The Government may issue the NTP via e-mail or Facsimile (FAX) or by other means. Day number 1 is the day after the date of receipt of the NTP.

INSTRUCTIONS TO OFFERORS

INSTRUCTIONS TO OFFERORS (RFP)

1. SOLICITATION RESTRICTIONS

1.1. GENERAL CONTRACTOR

This solicitation is Unrestricted and Open to Both Small and Large Businesses.

1.2. ESTIMATED CONSTRUCTION COST

The estimated construction cost of this project is between \$25,000,000 and \$100,00,000.

1.3. SUBMISSION DEADLINE

Contractors shall submit their proposals via DOD SAFE utilizing the instructions in Section 00 22 00 no later than the date and time established in Block 13 of the Standard Form (SF) 1442, or Block 14 of the most recently issued SF 30 as applicable.

Offerors shall use the following example for file descriptions:

Volume 1, Technical Proposal, shall be submitted as the following separate files:

W9128F23R0007_FIRMNAME_REQD_DOCS
W9128F23R0007_FIRMNAME_FACTORS1_thru_3_and_5

When requested via amendment for those offerors selected for Phase 2, Volume II, Technical and Price Proposal, shall be submitted as the following separate files:

W9128F23R0007_FIRMNAME_REQD_DOCS
W9128F23R0007_FIRMNAME_FACTOR4
W9128F23R0007_FIRMNAME_PRICE

(Note: Company name may be abbreviated)

Proposal Format: Reference Section 00 22 00 EVALUATION CRITERIA for page limitations and format.

Proposals received after the date and time stated within Block 13 of the SF1442, or Block 14 of the most recently issued SF 30 as applicable, will be considered late and will not be considered for award. To avoid rejection of a proposal, the offeror must make every effort to ensure its electronic submission is virus-free.

Do not assume submission will be instantaneous. File size and number of files submitted shall be considered. Contractor/Teammate/Subcontractors should allow adequate time for submission completion because the entire proposal (i.e., Contractor's submission and all teammate/subcontractor(s) independent submissions) must be received by the due date and time specified in Block 13 of SF 1442, or SF 30 as applicable.

2. COPIES OF SOLICITATION DOCUMENT AND AMENDMENTS

Copies of the solicitation and amendments are available by INTERNET ACCESS ONLY. All solicitation documents will be posted to the U.S. General Services Administration website at: <https://sam.gov/>.

It shall be the Contractor's responsibility to check the website for any amendments. The offeror shall submit in the proposal all requested information specified in this solicitation. There will be no public opening of the proposals received as a result of this solicitation. A list of interested vendors (potential offerors and subcontractors) is available on the sam.gov website listed above (registration required).

3. OFFEROR'S QUESTIONS AND COMMENTS

Questions and/or comments relative to these documents should be submitted via Bidder Inquiry as indicated below. Question and/or comments relative to these bidding (proposal) documents that is proprietary in nature or if Bidder Inquiry system (See Below) is out of service should be submitted to the Contract Specialist:

Contract Specialist – Primary POC:
Scott Dwyer, Scott.Dwyer@usace.army.mil

3.1. BIDDER INQUIRY

Technical inquiries and questions relating to technical requirements, proposal procedures or bonds are to be submitted via Bidder Inquiry in ProjNet at: <https://www.projnet.org> no later than ten (10) calendar days before due date of proposals, in order that they may be given consideration or actions taken prior to receipt of offers. The Bidder Inquiry system is to be used to ask and receive answer to all non-proprietary questions.

To submit and review inquiry items, prospective vendors will need to use the Bidder Inquiry Key presented below and follow the instructions listed below. A prospective vendor who submits a comment/question will receive an acknowledgement of their comment/question via email, followed by an answer to the comment/question after it has been processed by our technical team.

All timely questions and approved answers will be made available through ProjNet.

The Solicitation Number is: W9128F23R0007

The Bidder Inquiry Key is: **AJTVE8-R4QMS7**

a. Registration for ProjNet Bidder Inquiry Access

If you are already registered, go to Entering Bidder Inquiries in ProjNet Bidder Inquiry System below.

1. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
2. Identify the Agency. This should be marked as USACE.
3. Key. Enter the Bidder Inquiry Key listed above.
4. Email. Enter the email address you would like to use for communication.
5. Click Continue. A page will then open saying that a user account was not found and will ask you to create one using the provided form.
6. Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret

Question and Answer as they will be used from this point on to access the ProjNet system.

7. Click Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

b. Entering Bidder Inquiries in ProjNet Bidder Inquiry System

1. For future access to ProjNet, you will not be emailed any type of password. You will utilize your Secret Question and Secret Answer to log in.
2. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
3. Identify the Agency. This should be marked as USACE.
4. Key. Enter the Bidder Inquiry Key listed above.
5. Email. Enter the email address you used to register previously in ProjNet.
6. Click Continue. A page will then open asking you to enter the answer to your Secret Question.
7. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system.
8. Follow online screen instructions to enter specific bidder inquiries for the project.

- c. Offerors are requested to review the specification in its entirety, review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry.

- d. The call center operates weekdays from 8AM to 5PM U.S. Central Time Zone (Chicago). The telephone number for the Call Center is 800-428-HELP.

- e. Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

4. PLAN HOLDER'S LIST

For viewing a list of interested vendors (i.e. Plan Holders List) and receiving notifications or email of changes regarding a solicitation, U.S. General Services Administration has these features available (<https://sam.gov/>). For this solicitation, go to <https://sam.gov/> and register as a vendor or enter username and password to login. If you wish for General Contractors, Subcontractors, Suppliers, Plan Rooms or Print Shops to have the ability to contact you, click on "Add me to Interested Vendors" for the solicitation.

5. GENERAL DESCRIPTION OF WORK

Scope of project includes all work required for the Design and Construction of the Cadet Prep School Dormitory at USAF Academy project. Work shall be in accordance with Request for Proposal documents issued with this solicitation.

6. EVALUATION AND CONTRACT AWARD

See Section 00 22 00 Evaluation Criteria

7. SOURCE SELECTION BOARD

The Contracting Officer has established a Source Selection Evaluation Board (SSEB) to conduct an evaluation of each proposal received in response to this solicitation. The evaluation will be based exclusively on the merits and content of the proposal and any subsequent discussion required. The identities of the SSEB personnel are confidential, and any attempt by the proposers to contact these individuals is prohibited.

8. FEDERAL, STATE, AND LOCAL TAXES

It is the Contractor's responsibility to investigate applicable federal, state, and local taxes as well as any specific exemptions that may exist. This includes any applicable Value-Added Taxes (VAT), sales, use, and excise taxes. See General Conditions (Contract Clause) 52.229-3 FEDERAL, STATE, AND LOCAL TAXES.

9. COLORADO SALES AND USE TAX

Specific exemption from the Colorado Sales and Use Taxes will be granted by the Colorado Tax authorities with respect to all materials used by a prime Contractor or subcontractor and which are built into structures furnished under contract to a government agency. The Colorado Sales and Use Taxes shall be excluded from the proposal prices. Exemption certificates are available to both Contractors and subcontractors provided personal application is made therefore to the Colorado Department of Revenue (www.taxcolorado.com). The Contractor or subcontractor will be required to submit required information (i.e., the date of the contract, the amount of the contract, and the proposed date for completion of the contract). Telephone: (303) 238-7378 (General Information).

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|--|----------|
| 52.204-7 | System for Award Management | OCT 2018 |
| 52.204-16 | Commercial and Government Entity Code Reporting | AUG 2020 |
| 52.204-22 | Alternative Line Item Proposal | JAN 2017 |
| 52.207-1 | Notice Of Standard Competition | MAY 2006 |
| 52.211-2 | Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST) | JUL 2021 |
| 52.211-7 | Alternatives to Government-Unique Standards | NOV 1999 |
| 52.215-1 | Instructions to Offerors--Competitive Acquisition | NOV 2021 |
| 52.215-16 | Facilities Capital Cost of Money | JUN 2003 |
| 52.222-56 | Certification Regarding Trafficking in Persons Compliance Plan. | OCT 2020 |
| 52.225-12 | Notice of Buy American Requirement - Construction Materials Under Trade Agreements | MAY 2014 |
| 252.204-7019 | Notice of NIST SP 800-171 DoD Assessment Requirements | MAR 2022 |
| 252.215-7008 | Only One Offer | JUL 2019 |
| 252.215-7009 | Proposal Adequacy Checklist | JAN 2014 |
| 252.215-7010 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data | JUL 2019 |
| 252.215-7013 | Supplies and Services Provided by Nontraditional Defense Contractors. | JAN 2018 |

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of provision)

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

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

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

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

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

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from District Counsel, 1616 Capitol Avenue, Omaha, Nebraska 68102-4901.

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

(End of provision)

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

(a) The 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.

(b) Site visits may be arranged during normal duty hours by contacting:

Name:

Address:

Telephone:

(End of provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

Per future Amendment(s) which will be documented on an SF 30 – AMENDMENT OF SOLICITATIONS/MODIFICATION OF CONTRACT.

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any **DFARS** (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

<https://sam.gov/content/opportunities>
Solicitation No. W9128F23R0007

(End of provision)

252.215-7012 REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA (JAN 2018)

The Offeror shall submit the entire proposal via the following electronic media: DoD SAFE.

(End of provision)

EVALUATION CRITERIA

SECTION 00 22 00
EVALUATION CRITERIA

1. GENERAL SCOPE OF WORK

Design and Construction of the Consolidate Cadet Prep School Dormitory at the United States Air Force Academy, Colorado: This project will be executed using a Design-Build (DB) project delivery method, which will require the contractor to provide the government with a complete design, facility and warranty based on the Request for Proposal (RFP).

The estimated construction cost of this project is between \$25,000,000 and \$100,000,000.

This project will provide a new, 126-room and 252-person four-story cadet dormitory that includes administration support, training manger's areas, laundries, storage, mechanical, communication and utility connections. The maximum square footage for this facility is 88,630 SF / 8,234 SM.

The facilities will be designed as permanent construction in accordance with the DoD Unified Facilities Criteria (UFC) 1-200-01, General Building Requirements and UFC 1-200-02, High Performance and Sustainable Building Requirements. Each facility should be compatible with applicable DoD, Air Force, and base design standards. In addition, local materials and construction techniques shall be used where cost effective. This project will comply with DoD antiterrorism/force protection requirements per unified facilities criteria. All work shall be in accordance with RFP documents issued within this solicitation.

The Government reserves the right to award a contract without discussions in accordance with (IAW) FAR 52.215-1. Therefore, the offeror's initial proposal should contain the offeror's best terms from a technical and cost/price standpoint. Offerors shall organize their proposals as described herein. Proposals may be determined non-compliant for failure to follow this format and may be rejected from further consideration.

Competition for this contract will be full and open competition. The North American Industry Classification System (NAICS) code is 236220 (Commercial and Institutional Building Construction), with a corresponding small business size standard of \$39.5M.

THE OFFEROR SHOULD BE REGISTERED IN SYSTEM FOR AWARD MANAGEMENT WEBSITE (SAM.GOV) FOR NAICS CODE 236220 PRIOR TO THE DATE PROPOSALS ARE DUE.

2. TECHNICAL RATINGS

The acquisition approach for this project will be a Two-Phase Design-Build Best Value RFP following FAR Part 15. The Two-Phase Design-Build process means that proposals will be evaluated in Phase One to determine which offerors will submit proposals for Phase Two. The Phase One proposals will include Past Performance, Key Personnel, Project Management Plan, and Small Business Participation Plan (Volume I) to be submitted. At this time, the Source Selection Evaluation Board (SSEB) will convene and begin to independently evaluate each proposal against the factors in the solicitation. An amendment for Phase Two proposals will then be issued, and those proposals shortlisted by the SSEB from Phase One will be asked to submit Technical and Price and Pro Forma (Volume II) to include the Small Business Subcontracting Plan. Upon receipt of Phase Two proposals, the SSEB will reconvene to evaluate the remaining evaluation factors. Price Analysis review and the Source Selection Authority review of the Best Value Trade-off will commence after Phase Two submission.

The SSEB will evaluate the proposals and assign a consensus rating for each evaluation factor, except that performance risk ratings are assigned to past performance (see below). Offerors are cautioned to put

forth their best efforts for the Phase 1 submission, and to furnish all information clearly to allow the Government to determine their performance capability. Offerors should not assume that they will have an opportunity to clarify or correct anything in their proposal after submitting it in response to Phase 1.

The Government reserves the right to request proposal clarifications, if deemed necessary to determine the most highly qualified offerors to shortlist for Phase 2.

It is the intent of the Government to select a maximum of three (3) of the most highly qualified offerors to shortlist for Phase 2.

Proposals are intended to be evaluated, and award made, without discussions with the offerors, unless discussions are determined to be necessary. Offerors are cautioned to put forth their best efforts and to furnish all information clearly to allow the Government to evaluate proposals. Offerors should not assume that they will have an opportunity to clarify or correct anything in their proposal after submitting it.

Upon completion of each Phase of proposal evaluation, if discussions are determined to be needed, the Government may establish a competitive range for the purpose of conducting written discussion. A competitive range is a subjective determination of the most highly rated proposals in the event that the Government decides that discussions with offerors are required or are considered to be in the Government's best interests. In such an event, the Contracting Officer will establish a competitive range of all the most highly rated proposals.

Offerors must submit a Phase One (Past Performance, Key Personnel, Project Management Plan, and Small Business Participation Plan) proposal in order to submit a Phase Two (Technical and Price and Pro Forma) proposal. Offerors shall assume that revisions to Phase One proposals will not be allowed, accepted, or evaluated after formal Phase One submission on the requested date – unless requested by the Government by amendment or other formal correspondence.

The evaluation ratings for Technical Factors 2,3 and 4 will be on an adjectival basis in conjunction with a narrative composed of the discussion of the particular strengths, weaknesses, and deficiencies of the proposal. The Source Selection Team (SST) will use a combined technical/risk rating system that includes consideration of risk in conjunction with the strengths, weaknesses, and deficiencies in determining technical ratings. Combined technical/risk evaluations shall utilize the combined technical/risk ratings listed in Table 1. The evaluation rating that will be used for Factor 1, Past Performance and Factor 5, Utilization of Small Business Concerns is described further below.

Table 1: Combined Technical/Risk Ratings

| Combined Technical/Risk Ratings | | |
|--|---------------|---|
| Color | Rating | Description |
| Blue | Outstanding | Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength and risk of unsuccessful performance is low. |
| Purple | Good | Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate. |
| Green | Acceptable | Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate. |

| | | |
|---------------|--------------|--|
| Yellow | Marginal | Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high. |
| Red | Unacceptable | Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is un-awardable, and/or risk of performance is unacceptably high. |

RATING DEFINITIONS

Strength: is an aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Significant Strength: is an aspect of an Offeror's proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance.

Weakness: a flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness: is a flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

Deficiency: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

3. PAST PERFORMANCE RATING

The Past Performance evaluation factor (Factor 1) assesses the degree of confidence the Government has in an Offeror's ability to supply products and services that meet users' needs, based on a demonstrated record of performance. The Past Performance evaluation results in an assessment of the Offeror's probability of meeting the solicitation requirements. The Past Performance evaluation considers each Offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract's requirements. One performance confidence assessment rating is assigned for each Offeror after evaluating the Offeror's recent Past Performance, focusing on performance that is relevant to the contract requirements. The aspects to the Past Performance evaluation are Relevancy and Contractor Performance, which are described below:

a. Recency. The first aspect is to evaluate the recency of the offeror's past performance. Recency is generally expressed as a time period during which past performance references are considered relevant and is critical to establishing the relevancy of past performance information. The criteria to establish what prior performance is recent shall be unique to each source selection and shall be stated in the solicitation. The recency timeframe established should be based on the acquisition and the market/industry. For example, some efforts would require longer recency periods to avoid restricting competition simply due to the lack of item production

b. Relevancy. The next aspect of the Past Performance evaluation is to determine how relevant previous projects accomplished by the Offeror is to the anticipated work to be accomplished under this project scope. Recent is defined as Past Performance on contracts that had a construction completion date (otherwise known as a building occupancy date (BOD)) within the past ten (10) years of this solicitation release, or at a minimum projects shall at least be substantially complete, meaning more than 90% invoiced and paid, within the past ten (10) years from the date of this solicitation release. Relevancy is defined as similarity of items stated within this solicitation such as: types of projects, dollar value, contract type, and relative complexity. With respect to relevancy, more relevant Past Performance will typically be a stronger predictor of future success and have more influence on

the Past Performance confidence assessment. Relevancy is not a separate proposal rating but is used to develop an overall Past Performance Confidence Assessment. The four levels of relevancy ratings are:

- Very Relevant. Present/Past Performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
- Relevant. Present/Past Performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
- Somewhat Relevant. Present/Past Performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
- Not Relevant. Present/Past Performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

c. Quality of Performance. The third aspect of the Past Performance evaluation is to determine how well the contractor performed on the contracts. The Past Performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the Offeror's Past Performance on past contracts; rather, the Past Performance evaluation process gathers information from stakeholders on how well the Offeror performed those past contracts. The Source Selection Evaluation Board will review this Past Performance information and determine the quality and usefulness as it applies to performance confidence assessment.

After evaluating recency, relevancy and quality, a Performance Confidence Assessment rating will be determined. In conducting a performance confidence assessment, each Offeror shall be assigned one of the following ratings:

- Substantial Confidence. Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
- Satisfactory Confidence. Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
- Limited Confidence. Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
- No Confidence. Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.
- Unknown Confidence (Neutral). No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. Per Federal Acquisition Regulation (FAR) 15.305(a) (2) (iv), "In the case of an Offeror without a record of relevant Past Performance or for whom information on Past Performance is not available, the Offeror may not be evaluated either favorably or unfavorably on Past Performance."

4. SMALL BUSINESS RATING METHOD

The small business evaluation for Factor 5 will utilize the following ratings as stated in the below table for this solicitation.

Table 2: Small Business Rating Method

| Color | Rating | Description |
|--------|--------------|--|
| Blue | Outstanding | Proposal indicates an exceptional approach and understanding of the small business objectives. |
| Purple | Good | Proposal indicates a thorough approach and understanding of the small business objectives. |
| Green | Acceptable | Proposal indicates an adequate approach and understanding of small business objectives. |
| Yellow | Marginal | Proposal has not demonstrated an adequate approach and understanding of the small business objectives. |
| Red | Unacceptable | Proposal does not meet small business objectives. |

5. OBTAINING PAST PERFORMANCE RECORDS

Past performance records may be obtainable by Offerors using one of the following methods:

(1) Accessing Past Performance information directly from Contractor Performance Assessment Reporting System (CPARS) website at <https://www.cpars.gov/> for CCASS completed before 27 June 2014 and for merged CPARS completed after 1 July 2014. CPARS is an electronic repository of performance information collected by all the major federal performance reporting systems and can be accessed at the aforementioned website.

All Department of Defense (DoD) employees (military and civilian), including DoD Contractors that are working on site (military/government facilities) or contractors working offsite using Government Furnished Equipment (GFE) are required to use certificates from DoD Public Key Infrastructure (PKI) to access CPARS. If the contractor doesn't work on site or with GFE they are encouraged to obtain and use a certificate from an External Certificate Authority (ECA). For DoD users, the use of PKI Login is Mandatory. Federal and Contractor users can use the PKI login category if they have PKI.

External Certificate Authority

External Certificate Authorities (ECAs) and Interim External Certificate Authorities (IECAs) provide digital certificates to the DoD's private industry partners, contractors using their own equipment or working in non-government facilities, allied partners, and other agencies.

Additional information about the PKI certificate is at https://www.cpars.gov/pki_info.htm web page.

You will also need your Unique Entity ID (EID) and Marketing Partner Identification Number (MPIN) to log onto CPARS. The MPIN number was selected by whoever registered your company in the System for Award Management (SAM) Registry at <https://sam.gov/>. If you do not know your MPIN number, you will need to contact the SAM help desk by emailing them from the email link on the SAM web page. Please be aware that they will only release the MPIN number to the person who originally registered your company. Additional instructions on locating your MPIN is located in the Frequently Asked Questions (FAQs) section under the Help tab, or -

(2) Past Performance Questionnaires (PPQs) may be used to provide or supplement a firm's past performance with other than U.S. Governmental clients. Contact your client point of contact (POC) for the project you need a past performance record and request the POC to complete the PPQ. The PPQ included in this solicitation is provided for the Offeror to submit to the client for each project the Offeror may need a past performance record for to meet the requirements in this synopsis. Ensure correct phone numbers and email addresses are provided for the client POC. Completed PPQs should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). It is the Offeror's responsibility to follow-up with client POCs to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Scott Dwyer, Contract Specialist, via email at Scott.Dwyer@usace.army.mil prior to proposal closing date. Offerors

shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs; this does not preclude an Offeror submitting a previously completed PPQ as long as the full PPQ is submitted and completed in its entirety. This also does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. If a PPQ is to be submitted for a project, the complete PPQ shall be submitted (either by the client POC or the Offeror) prior to proposal closing date.

6. RELATIVE IMPORTANCE OF EVALUATION FACTORS

Evaluation factors are listed below in descending order of importance:

Table 3: Volume I Required Submittal Items (Not Rated)

| Location | Description | Descending Order of Importance |
|----------|--|--------------------------------|
| TAB A | SF1442 and Acknowledgement of Amendments | Not Rated |
| TAB B | Representations & Certifications | Not Rated |
| TAB C | JV Agreement or Teaming Agreement (if applicable). | Not Rated |

Table 4: Volume I Evaluation Factors

| Location | Description | Descending Order of Importance |
|----------|--|---------------------------------------|
| TAB D | Factor 1 – Past Performance | 2 nd Most Important Factor |
| TAB E | Factor 2 – Project Management Plan | 3 rd Most Important Factor |
| TAB F | Factor 3 – Key Personnel | 4 th Most Important Factor |
| TAB G | Factor 5 – Small Business Participation Plan | 5 th Most Important Factor |

Table 5: Volume II Required Submittal Items (Not Rated)

| Location | Description | Descending Order of Importance |
|----------|--|--------------------------------|
| TAB A | SF1442 and Acknowledgement of Amendments | Not Rated |
| TAB B | Any new JV Agreement or Teaming Agreement (if applicable). | Not Rated |
| TAB C | Small Business Subcontracting Plan | Acceptable/Unacceptable |

Table 6: Volume II Evaluation Factors

| Location | Volume II Factors | Descending Order of Importance |
|----------|---|--|
| TAB D | Factor 4 – Design - Technical | 1 st Most Important Factor |
| TAB E | Factor 6 – Section 00 10 00, Pricing Schedule | All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. |

7. BASIS OF AWARD

The Government will evaluate proposals in accordance with the criteria described within the solicitation and will award a firm-fixed-price contract to the responsible Offeror whose proposal is determined to represent the best value to the Government utilizing a two-phase approach under the best value tradeoff process as described in FAR 15.101-1. **Volume I will only be evaluated during Phase 1 of this solicitation. Volume II will be evaluated during Phase 2 of this solicitation. Both volume ratings will be included when determining the best value to the Government. All evaluation factors, when combined, are significantly more important than cost or price; however, the RFP may be cancelled in the event that prices substantially exceed programed cost estimates.** The intent of this solicitation is to obtain the best proposal within the cost limitation The Government reserves the right to accept other than the lowest priced offer or to reject all offers. The Government will not award a contract to an Offeror whose proposal contains a deficiency, as defined in FAR 15.001. If there is a lower priced, conforming offer(s), the Contracting Officer/Source Selection Official must determine that the added value of a more expensive proposal (within the cost limitation) would justify award to that offeror.

The Government intends to evaluate proposals and award contracts without conducting discussions with Offerors. However, in the event the Procuring Contracting Officer (PCO) concludes conducting discussions is in the best interest of the Government, the PCO will document the rationale for the competitive range determinatioc. If the PCO determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the PCO may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint.

Offerors may request a debriefing in accordance with FAR 15.505 Pre-award Debriefing of offerors or FAR 15.506 Post award Debriefing of Offerors.

7.1. EVALUATION OF OPTIONS. Per FAR 52.217-5, except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

8. VOLUME I

Proposals shall be submitted by the time and date as specified in Section 00 10 00, Page 1. All submissions shall be in Adobe PDF format with Optical Character Recognition (OCR) applied to all documents that will enable word searches to be conducted using Adobe-compatible PDF software. The two (2) volumes listed below shall be submitted as "SEPARATE" single files. Due to heightened security at Government installations, the proposal shall be delivered to the following. Offers must be submitted electronically via DOD Safe Access File Exchange (SAFE) at <https://safe.apps.mil/> to the following recipients:

1. Scott Dwyer, Scott.Dwyer@usace.army.mil
2. Amanda Eaton, Amanda.E.Eaton@usace.army.mil

****Offerors accessing the DOD SAFE site as a GUEST (a "Guest" is defined as a user who is not assigned a CAC) must request a package invitation from the Contract Specialist listed in Section 00 22 00 a minimum of 48-business hours prior to the close of the RFP.****

For the purposes of determining whether the proposal was received "late" in accordance with FAR 15.208, the date and time the file(s) are received by the USACE Outlook Server or uploaded into the DOD SAFE website as identified in the DOD SAFE notification e-mail sent to the Contract Specialist(s)/ Contracting Officer will be the time and date the Government received the proposal. Do not assume that electronic communication is instantaneous. Please make allowances for delays in transmittal.

Page limitations for Volumes I (Evaluation Factors 1-3 and 5) are identified within the instructions for each factor where applicable. Title Sheets, Tables of Content, Dividers, and blank pages are not included in the page limitations and will not be counted as such. A one-page cover letter or title sheet is recommended as the first page of each file identifying your firm's name, the file's title, and describing any applicable contractor team arrangements as defined in Tab C below. Any extraneous information or cover letters that provide additional information about your firm that is not requested by this solicitation will not be reviewed or evaluated.

Pages for each factor should be separately and sequentially numbered (i.e., the first page submitted for evaluation for each factor should be "1"). All text shall be at least 10 pt. font and easily read. All text shall be typed and single-spaced. Each page shall be 8-1/2" x 11" (organizational chart, risk assessment and project schedule are the only documents that may be submitted on an 11" x 17"). Margins should be no less than 1" (right, left, top, and bottom).

Pages that exceed the page limitations for any factor will not be reviewed and the information contained on those pages will not be considered for evaluation. Page limitations are per factor, i.e., an Offeror may not reduce the page count for one factor in order to submit additional pages for another factor.

8.1. TAB A. Standard Form (SF1442), Solicitations, Offer, and Acknowledgement of Amendments. The SF1442 shall be completed by the offeror and duly executed with an original signature by an official authorized to bind the company in accordance with instructions at FAR 4.102. Include with the offeror's name and address in BLOCK 14 of the SF1442, your company's EID, CAGE, and Tax Identification numbers. Offerors shall acknowledge all amendments to the solicitation in Block 19. If the offeror fails to acknowledge all amendments, the proposal (Volumes I and II) will be considered as non-compliant and shall not be evaluated further.

8.2. TAB B. Certifications/Representations and other Statements of Offerors. This TAB shall contain Section 00 45 00, Certifications/Representations which are provided in this solicitation, including the Representation & Certifications cover page. Fill in all applicable areas. Offerors shall include in this TAB their completed electronic Representation and Certifications from the SAM.gov website. Since FAR Clause 52.204-7 System for Award Management is applicable to this solicitation, the offeror in accordance with FAR 52.204-8 (d) is required to complete the annual representations and certifications electronically via the SAM website accessed through <https://www.sam.gov>. After review the SAM database information, the offeror verified by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (C) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified by the offeror under this provision.

8.3. TAB C. Contractor Team Arrangements. If applicable, the offerors shall provide a copy of the firm's JV Agreement.

8.3.1 Contractor Team Arrangements Other Than Joint Venture/ Mentor-Protégé.

All offerors proposing a team arrangement other than a Joint Venture/Mentor-Protégé, shall submit the following information in the Required Documents file:

- a. A listing of each team arrangement member's corporate name (no abbreviations), address, point of contact, phone number, EID, and Cage Code.
- b. A copy of the signed team arrangement agreement or binding letter of commitment between each team member. All team arrangement agreements and letters of commitment shall:

(1) Clearly identify the expected relationship, role and responsibility between the firms, Prime Contractor, and of the subcontractor or other entity (type and proportion of work to be performed); and

(2) Be signed by the appropriate individual(s) of each company.

8.3.2. Joint Venture Team Arrangements (Including Mentor-Protégés).

No contract may be awarded to a Joint Venture/Mentor-Protégé that is not registered in the System for Award Management (SAM) database. **The Joint Venture/Mentor-Protégé must have its own registered Unique Entity ID (EID) and/or Data Universal Numbering System (DUNS) number.** Any Joint Venture/Mentor-Protégé agreement that is required to be approved by the Small Business Administration (SBA) shall be approved in accordance to the applicable Code of Federal Regulations (CFR). If the applicable requirements are not met prior to the due date for proposals, the proposal will be rendered unawardable.

- a. In the title sheet/cover letter of your proposal, provide the complete names, addresses, and phone number of the firms comprising the Joint Venture/Mentor-Protégé.
- b. A copy of the Joint Venture/Mentor-Protégé agreement.
- c. Signature requirements: SF 1442, SOLICITATION, OFFER, AND AWARD, Block 20, requires that the name and title of a person authorized to sign the offer for the Joint Venture/Mentor-Protégé be provided. In the case of a Joint Venture/Mentor-Protégé, subject Standard Form shall be signed by the principal representative of the Joint Venture/ Mentor-Protégé (or the alternate principal representative, if the principal representative is unavailable).
- d. In addition to the requirements stated above, and to assure a single point of contact for resolution of contractual matters and payments, **the Offeror shall submit a certificate signed by each participant in the Joint Venture containing the following statement:**

“The parties hereto expressly understand and agree as follows:

1. **(Name, title, and company)** is the principal representative of the Joint Venture. As such, all communications regarding the administration of the contract and the performance of the work thereunder may be directed to him or her. In the absence of **(same name, title, and company), (enter name, title, and company of alternate)** is the alternate principal representative of the Joint Venture/Mentor-Protégé. These individuals have authority to sign on behalf of the Joint Venture/Mentor-Protégé.

2. Direction, approvals, required notices, and all other communications from the Government to the Joint Venture/Mentor-Protégé, including transmittal of payments by the Government, shall be directed to **(enter name, title, and company of principal)**, principal representative of the Joint Venture/Mentor-Protégé.”

NOTE: Provide telephone numbers and email addresses for the points of contact listed in the above statement.

8.3.3. Integrity and Validity of Contractor Team Arrangements

The Contracting Officer will recognize the integrity and validity of contractor team arrangements; provided that the arrangements are identified, and company relationships are fully disclosed and validation of formal agreements and relationships (i.e., Mentor-Protégé agreements, Joint Ventures, partnerships, etc.) are provided in the offer and submitted with the proposal responding to the solicitation. Nothing in the solicitation authorizes contractor team arrangements in violation of antitrust statutes or limits the Government's rights to:

- a. Require consent to subcontracts (see FAR Subpart 44.2);
- b. Determine, based on the stated contractor team arrangement, the responsibilities of the Prime Contractor (see FAR Subpart 9.1);
- c. Provide to the Prime Contractor data rights owned or controlled by the Government;
- d. Pursue its policies on competitive contracting, subcontracting, and component breakout initial production or an any other time; and
- e. Hold the Prime Contractor fully responsible for contract performance, regardless of team arrangement between the Prime Contractor and its subcontractors.

8.4 TAB D. VOLUME I – FACTOR 1 – PAST PERFORMANCE

8.4.1 Submission Requirements (*Page limitations: no more than a three (3) page narrative per project example submitted; no more than a two (2) page narrative to describe any past teaming experience; no page limitations on official past performance records such as PPQs and/or CPARS*)

There are three aspects to the performance confidence evaluations: recency, relevancy, and quality of past performance. In accordance with FAR 15.305(a)(2), the currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. Relevance and quality of performance will be combined to establish one performance confidence assessment rating for each Offeror. The project examples requested within this factor must be of relevant scope and complexity to the solicited project.

DESIGN AND CONSTRUCTION PROJECTS: The Offeror shall submit four (4) projects performed by the Prime Construction entity. The Offeror shall submit four (4) projects performed by the Lead Design entity. Additionally, the Offeror may submit on (1) additional Design-Build project performed by the Prime construction Entity teamed with the Lead Design Entity. Total number of projects submitted shall not exceed nine (9) projects. One additional page is allowed for describing past teaming experience between current team members as it relates to any or all of the nine (9) submitted project examples. Any information presented beyond the page limit of 10 pages will not be evaluated. The project examples requested within this factor must be of relevant scope and complexity to the solicited project.

TEAMING EXPERIENCE: The Offeror shall demonstrate any previous teaming experience between current team members. Teaming experience information is limited to projects that are well underway (designed and at least 50% construction progress completed) or that have been completed and turned over no longer than seven years preceding the issue date of this solicitation.

PROJECT INFORMATION: All projects submitted should demonstrate experience on similar projects of similar or greater value to this project. Submit projects that are currently well underway (designed and at least 90% construction progress completed based on payments approved by the customer or completed and turned over no longer than ten (10) years preceding the issue date of this solicitation). The proposed prime construction and lead design entities shall have performed in the same role as the prime or lead entities on the projects submitted. Offerors may identify state and local government and private contracts that are similar to the Government's requirements set forth in the RFP. If the Offeror is a joint venture, each firm shall provide information, demonstrating experience relevant to their role on this project. If the Offeror has multiple functions or division, limit the project examples to those performed by the division or unit submitting the offer or by the team members. If projects were design-build, indicate as such.

Project information shall CLEARLY include:

- a. Type of Facility Represented

- b. Name of Firm
- c. Name of Project
- d. Location of Project
- e. Owner, including reference POC with confirmed contact information
- f. General Scope of Construction and/or Design Project
- g. Summary of Firm's Role in the Project
- h. Construction Cost at Completion
- i. Percentage (%) and Type of Work Subcontracted Out
- j. Dates Construction Began and Completed
- k. Contract Type

There are three aspects to the performance confidence evaluations: recency, relevancy, and quality of past performance. In accordance with FAR 15.305(a)(2), the currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. Relevance and quality of performance will be combined to establish one performance confidence assessment rating for each Offeror. The project examples requested within this factor must be of relevant scope and complexity to the solicited project.

Each project example submitted **shall** meet the following criteria:

Past project examples submitted for this factor shall have been awarded to the Offeror (either singly or one of the participants in a JV named on the SF1442 for this solicitation (W9128F23R0007). The company shall have been the Prime Contractor for the past project, either singly or as a member of the Joint Venture to which it was awarded.

The table below provides example scenarios based on the requirements above:

| | Scenario Examples | Project Examples Qualify for Evaluation for Factor 1 (if all other requirements are met) |
|---|--|--|
| 1 | Past project was awarded to Company X only. Company X is proposing as a Prime Contractor for W9128F23R0007 and has signed the SF 1442 for W9128F23R0007. | Yes |
| 2 | Company Y has formed a JV with Company Z (forming Company "YZ"). Past project was awarded to Company Y only. Company YZ is proposing as a Prime Contractor for W9128F23R0007 and has signed the SF 1442 for W9128F23R0007. | Yes |
| 3 | Company Y has formed a JV with Company Z (forming Company "YZ"). Past project was awarded to JV Company YZ. Company YZ is proposing as a Prime Contractor for W9128F23R0007 and has signed the SF 1442 for W9128F23R0007. | Yes |

| | | |
|---|--|-----|
| 4 | Past Project was awarded to Company "AY," a JV composed of Company A (not Prime Offeror for RFP W9128F23R0007) and Company Y. Company Y has formed a JV with Company Z (forming Company "YZ"). JV Company YZ is proposing as a Prime Contractor and has signed the SF 1442 for W9128F23R0007. | Yes |
| 5 | Company Y has formed a JV with Company Z (forming Company "YZ"). Company YZ is proposing as a Prime Contractor for W9128F23R0007 and has signed the SF 1442 for W9128F23R0007. Company Y performed work on the past project but was not the Prime Contractor for the past project (either singly or as a member of a JV). | No |
| 6 | Company X is proposing as a Prime Contractor for W9128F23R0007 and has signed the SF 1442 for W9128F23R0007. Company X will use Company R as a teaming member/subcontractor, but Company R is not part of a JV with Company X for W9128F23R0007. The past project was awarded to Company R as a Prime Contractor (singly or as a member of a JV), but not Company X (singly or as a member of a JV). | No |
| 7 | Company Y has formed a JV with Company Z (forming Company "YZ"). Company YZ is proposing as a Prime Contractor for W9128F23R0007 and has signed the SF 1442 for W9128F23R0007. Company YZ will use Company R as a teaming member/subcontractor, but Company R is not part of the JV. The past project was awarded to Company R as a Prime Contractor (singly or as a member of a JV), but not to Companies Y or Z (singly or as a member of a JV). | No |

PROJECT INFORMATION: Additionally, each project example submitted should demonstrate experience on similar building and site improvement projects of similar or greater value (\$25M-\$100M) and scope. Projects whose contract award was less than \$25M shall not be considered for evaluation.

Project information per project example **should** CLEARLY include:

- Summaries for each project submitted to include the name, address, telephone and email of a representative of the owner (as well as one alternate individual not affiliated with your firm) familiar with your firm's experience on the project that can verify the experience cited;
- Original contract award amount and final construction cost;
- Location of project;
- Original contract completion date and actual completion date (Month/Year);
- Identify if the project was a construction project or a design-build project;
- Percentage (%) performed by the Prime Offeror; and
- Percentage (%) and type of work subcontracted out.

Do not include extraneous information that is not requested.

The Offeror should demonstrate recent, relevant construction experience on similar building projects using Attachment 1, 'Construction – Specialized Experience Form'. Offerors may identify other federal, state, or local government and private contracts that are similar to the Government's requirements set forth in the solicitation. If the Offeror has multiple functions or divisions, limit the project examples to those performed by the division or unit submitting the offer or by the team member. Offerors may list government, private, or commercial customers.

In addition, the Offeror shall submit past performance evaluations and ratings for each project the Offeror included in its proposal this factor. Reference Paragraph 5 above for obtaining a past performance record. There are no page limitations on official past performance records such as PPQs and/or CPARS. No other past performance records shall be submitted other than those related to the four (4) projects submitted for this factor.

If available, submit the respective CPARS record for the project. For projects which were designed and/or constructed for other government entities, submit the performance appraisal sheets used by that government entity if available. For projects submitted that are not covered in the CPARS database or other Government Performance Rating System, submit a PPQ. A PPQ form is attached to this solicitation for convenience (see Attachment 2).

A CPARS record or a complete PPQ shall be submitted for each project submitted under this factor prior to proposal closing date or with the submission of the proposal.

The Government reserves the right to contact any persons who may be knowledgeable about the project or projects (this is not limited to contracts identified by the Offeror) submitted in an Offeror's proposal. In addition, the Government may review and take into consideration other sources of information pertinent to the evaluation of the Offeror's Past Performance, including both the previous experience projects and other similar projects performed by the Offeror. Other sources may include, but are not limited to, Past Performance information retrieved through the Contractor Performance Assessment Reporting System (CPARS), using all Commercial and Government Entity (CAGE)/Unique Entity ID (EID) numbers of team members (partnership, Joint Venture, teaming arrangement, or parent firm/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), Supplier Performance Risk System (SPRS), and any other known sources not provided by the Offeror.

While the Government may elect to consider data from other sources, the burden of ensuring detailed, current, accurate and complete Past Performance information rests with the Offeror.

8.4.2 Evaluation Criteria

The Government's overall confidence level for this factor will be based on the Offeror's Past Performance to include recency and relevancy of the projects submitted and the quality of performance.

Past Performance on projects will examine how well an Offeror has performed on relevant projects considering such criteria as: cost growth and adherence to budget; time growth, timeliness, and adherence to schedule; quality and quality control measures; management of personnel and subcontractors; compliance with safety standards/safety plan; overall customer satisfaction; responsiveness to customer concerns.

The Government may, at its discretion, contact individuals other than those identified by the Offeror as references to verify the information contained therein. The Government reserves the right to consider all aspects of an Offeror's performance history but may attribute more importance to work that is similar to the scope contemplated for this project.

Experience with an academic dormitory/residence hall facility may be rated more favorably.

Experience with projects on active Military Installations may be rated more favorably.

Experience on similar projects that exceed the scope and value of this project may be rated more favorably.

Projects that are not "well underway" or completed as defined above may be rated less favorably.

Previous Design-Build experience may be rated more favorably.

The Government may consider previous recent teaming experience (within past 10 years) among the team members as a strength. The more relevant the experience, the more favorably it may be rated.

Note: The Government reserves the right to verify the experience record of cited projects or other recent projects by reviewing DoD or Government appraisal systems, or through interviewing owners or references. The Government may check any or all cited references to verify supplied information.

In the case of offerors for which there is no information on past contract performance or where past contract performance information is not available, the offeror may not be evaluated favorably or unfavorably on the factor of past contract performance (see FAR 15.305(a)(2)(iv).) In this case, the offeror's past performance is unknown and assigned a performance confidence rating of "neutral." Although the SSEB may not rate an offeror that lacks recent, relevant past performance favorably or unfavorably with regard to past performance, the SSEB may recommend and the SSA may determine, that a "Substantial Confidence" or "Satisfactory Confidence" past performance rating is worth more than a "Neutral Confidence" past performance rating in a best value tradeoff as long as the determination is consistent with stated solicitation criteria.

8.5 TAB E. VOLUME I – FACTOR 2 – PROJECT MANAGEMENT PLAN

8.5.1 Submission Requirements *(The page limit for this factor is ten (10) pages total including organizational approach, technical approach, proposed duration, and schedule).*

Provide a narrative that describes the Offeror's Project Management approach to executing the contract pursuant to the following requirements. Clearly and concisely describe the organizational, technical, and risk management approaches to project management and execution.

Organizational Approach. List and describe key subcontractors, their roles and responsibilities, how they will be utilized, and any contractual arrangements that have been established to this point. Clearly describe any teaming or joint venture arrangements, including a clear description of each entity's roles and responsibilities on the project. Identify the work (including %) which will be self-performed by the Prime Contractor. The Offeror shall document unequivocal teaming arrangements with its lead entity(ies) and key subcontractors. Describe the proposed management structure for the team, describing how the construction process will be managed and the authorities and the delegations of authority within the team. Include an Organizational Chart (which can be displayed on 11" x 17" sized sheet), that demonstrates key personnel in the organization to include the proposed quality control group(s). Clearly illustrate key positions, names of the personnel, their firm affiliations, job locations and their job/position title within the organization.

Technical Approach for Design and Construction. Describe the technical approach to the Design and Build of the facility. Include any considerations to the project which will increase efficiencies in the schedule, such as: design approach / integration with construction, construction sequencing, early and effective submittal management / integration with construction schedule, offsite fabrication, onsite subcontractor resources, site management, integration of inspection into construction sequence, commissioning, cybersecurity, etc. Include any considerations for innovative design and construction processes and products.

Risk Assessment. In spreadsheet format, submit a list of risks specific to this project. Identify the degree of risk, impact of the risk (schedule, cost, safety, etc.), whether it's within or outside the Offeror's control, and a brief statement on how to mitigate the risk(s).

8.5.2 Evaluation Criteria

Strengths may be given for each the following criteria:

- Proposals that demonstrate a detailed and coherent plan and provides logical methodology to execute the entire scope of work. Joint Venture/Subcontractors participants' contribution to the organization should be commensurate with their skills and background.
- Proposals that offer methods to streamline construction and manage labor and other resource constraints in an effort to reduce costs and support an aggressive schedule to completion.
- Proposals that demonstrate a clear understanding and/or usage of local subcontractors, the local subcontractor market, and economy and/or how it will impact this project.
- Proposals that illustrate an understanding of construction practices inherent to northern climates and the Front Range Colorado Sub climate.
- Proposals that demonstrate a very clear understanding of the project's risks and how to best mitigate them.
- Self-performance of major construction tasks by the Prime Contractor.
- Any other aspect of a proposal that the evaluators and/or the SSA believe enhances the merit of the proposal or increases the probability of successful performance of the contract.

Weaknesses may be given for each of the following criteria:

- A risk assessment that does not provide specific risks to this project and a demonstration of how to mitigate those risks.
- Proposals that do not demonstrate a clear understanding and/or usage of local subcontractors, the subcontractor market, and/or economy and how it will impact this project.
- Any other aspect of a proposal that the Government identifies as a flaw that increases the risk of unsuccessful contract performance.

Deficiencies shall be given for each of the following criteria:

- A Project Management Plan that does not demonstrate the Prime Offeror as the lead entity for this project.
- Omission of one (1) or more of three (3) elements as stated above for the Project Management Plan (Organization Approach, Technical Approach, Risk Assessment). Any other material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
- Any other material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

8.6 TAB F. VOLUME I – FACTOR 3 – KEY PERSONNEL

8.6.1 Submission Requirements (*The page limit for this factor is two (2) pages per resume for a total of no more than eight (8) pages*)

Submit resumes for the following key personnel (attachment 7) or other format that provides all the required minimum information. If more than two (2) pages are submitted per resume, only the first two pages will be evaluated. Each resume should demonstrate experience and expertise on similar projects in the same roles as proposed for this solicitation.

- Project Manager responsible for the overall project: The project manager should have 10 or more years of experience as a project manager and shall demonstrate experience on projects that involve multi-trade/discipline, multi-story construction.
- Contractor Quality Control (CQC) System Manager(s): CQC System Manager should have 10 years of experience as a Quality Control Manager on similar projects to this

solicitation. CQC System Manager shall comply with personnel requirements listed in Section 01 45 00.00 10.

- General Superintendent: The superintendent should have 10 years' experience as superintendent and shall demonstrate experience on projects that involve multi-trade/discipline and subcontractors.
- Design Manager (Lead Design Entity): The minimum experience requirements for the Design Manager and designers of record demonstrate at least 10 years of design experience. The Design Manager and designers of record should be registered in accordance with FAR 52.236-25 and show experience with projects of similar size and scope.

Each resume should include the following information:

- Proposed role/title for this solicitation
- Recent relevant projects: information should include the project name, role on project, prime contractor, owner, dollar amount, date of start and completion of role referenced, and brief scope of each project listed.

Additionally, IAW clause UAI 5152.236-9011, the Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants. If the Contractor proposes a substitution, it shall submit the same type of information that was submitted in the accepted proposal to the Contracting Officer for evaluation and approval. The level of qualifications and experience submitted in the accepted proposal or that required by the Solicitation, whichever is greater, is the minimum standard for any substitution.

8.6.2 Evaluation Criteria

Strengths may be given for each the following criteria:

- Project Managers that hold active architect or engineer professional registrations.
- Key personnel that demonstrate experience that is recent (within 10 years of date of proposal submission) and exceeds the minimum qualifications necessary, which includes previous satisfactory experience in similar type work.
- Key personnel with previous design-build experience.
- Previous Federal Government project experience on military installations.
- Key personnel who also worked on the projects in Factor 1.

Weaknesses may be given for each of the following criteria:

- Resumes that do not clearly demonstrate the capabilities and experience of the proposed key personnel.
- Past projects that do not represent recent relevant experience in the same capacity/role as this solicitation.
- One or more personnel with a preponderance of past projects that do not exhibit experience with projects of similar scope, magnitude, or complexity to the proposed project.
- Any other aspect of a proposal that the Government identifies as a flaw that increases the risk of unsuccessful contract performance.

Deficiencies shall be given for each of the following criteria:

- Omission of one (1) or more of the resumes required for evaluation.
- Any other material failure of a proposal to meet the Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

8.8. TAB H. FACTOR 5 - SMALL BUSINESS PARTICIPATION PLAN (REQUIRED FOR ALL OFFERORS)

8.8.1. Submission Requirements (*There is no page limitation for Small Business Participation Commitment Document*)

This factor requires all Offerors, regardless of size status, to address their planned small business usage for this project. All Offerors are required to provide a Small Business Participation Commitment Document (SBPCD). It should address their corporate approach and methodology for acquiring, soliciting, and using small businesses in the performance of this contract. All documentation for this factor should address the Offeror's commitments to providing subcontracting opportunities, as well as evidence of planned and /or continued outreach efforts to encourage and use small businesses. This SBPCD should include a breakdown of small business subcategories to be used as shown on the chart in (d) below.

Separate from the Small Business Participation Plan (Factor 5) required by all offerors, a Subcontracting Plan will ONLY be required from the Apparent Successful Offeror if the firm is an Other Than Small Business (OTSB) - meeting the requirements of FAR 52.219-9 and DFARS 252.219-7003. The Apparent Successful OTSB must submit an acceptable subcontracting plan to be eligible for award. Subcontracting Plans shall reflect and be consistent with the commitments offered in the Small Business Participation Plan. Please do not submit a Subcontracting Plan for Factor 5.

The SBPCD should demonstrate commitment to all federally designated categories of small business: Small Businesses (SBs), Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs) HUBZone Small Businesses (HUB), Small Disadvantaged Businesses (SDBs), Woman-Owned Small Business (WOSBs), and when applicable, Historically Black Colleges/Universities/Minority Institutions (HBCU/MIs).

Offerors should propose the level of participation of small businesses (as a small business prime, joint venture, teaming arrangement, and/or small business subcontractors) in the performance of the acquisition relative to the objectives/goals set forth in the evaluation of this area. The SBPCD should identify all categories for participation as part of the Offeror's team. This should include a general description of the type of work, product or service anticipated to be supplied via a small business concern.

A specific format is not required, however, items stated below (a) through (f) shall be provided as a minimum.

- (a) Provide a Narrative addressing the corporate approach and methodology for acquiring, soliciting, and using small businesses in the performance of this contract. The Narrative should address the Offeror's commitment to providing subcontracting opportunities, as well as evidence of planned and /or continued outreach efforts to encourage and use small businesses. The Narrative should provide detailed supporting documentation regarding the individual commitment expressed in percentages for evaluators to determine the goals stated are realistic.
- (b) Check the applicable size and categories for the PRIME Offeror for this procurement – Check all applicable boxes:

Large Prime

- or -

Small Business Prime; also categorized as a:

Small Disadvantaged Business (SDB)

Woman-Owned Small Business (WOSB)

- { } Historically Underutilized Zone (HUB Zone) Small Business
- { } Veteran Owned Small Business (VOSB)
- { } Service Disabled Veteran Owned Small Business (SDVOSB)

(c) Submit the total percentages of work to be performed by both large and small businesses (include the percentage of work to be performed both by Prime, joint venture, teaming arrangement, and subcontractors). Percentages are based on Total Contract Value. **For this project, the minimum small business participation goal should be 20% of the Total Contract Value performed by the Small Business Community.**

Total Percentage planned for Large Business(es): = _____ %
 Total Percentage planned for Small Business(es): = _____ %
 (Small Business Prime Contractors – Include yourselves in the above percentage.)

For example: If you are a Small Business Prime Contractor and will be doing 40% of the work and you will be subcontracting another 20% of the Total Contract Value to other small business firms, then your Total Percentage planned for Small Business will equal 60%.

(d) Indicate the total percentage of participation to be performed by each type of subcategory small business. The percentage of work performed by Small Businesses that qualify in multiple small business categories may be counted in each category:

For example: Firm A (WOSB and SDVOSB) performing 2%; and Firm B (SDB, HubZ and WOSB) performing 3%. Results equate to: SB 5%; SDB 3%; HubZone 3%; WOSB 5%; SDVOSB 2%; VOSB 2%;). SDVOSBs are also VOSBs automatically; however, VOSBs are not automatically SDVOSBs.

| | |
|-----------------------------------|---------|
| Small Business | _____ % |
| Small Disadvantaged Business | _____ % |
| HUB Zone Small Business | _____ % |
| Woman Owned Small Business | _____ % |
| Service-Disabled Veteran-Owned SB | _____ % |
| Veteran-Owned Small Business | _____ % |

(e) Identify the Prime Offeror and type of service/supply that the Prime Offeror will provide. Then list each of the intended subcontractors and principal supplies/services to be provided by that subcontractor. Provide the Commercial and Government Entity (CAGE) code for the Prime and each intended subcontractor. Also, provide the anticipated NAICS codes(s) that the Prime Offeror believes best describes the product or services being acquired by its subcontracts with each intended subcontractor. Small business prime contractors and small business subcontractors that qualify as small businesses in multiple small business categories should be listed in each applicable small business category.

| | Firm Name | CAGE Code | NAICS code | Type of Service |
|----------------|-----------|-----------|------------|-----------------|
| Prime Offeror | | | | |
| Large Business | | | | |

| | | | | |
|----------------|--|--|--|--|
| Small Business | | | | |
| SDB | | | | |
| WOSB | | | | |
| HUBZone | | | | |
| VOSB | | | | |
| SDVOSB | | | | |

Note: Pursuant to Sections 8(d) of the Small Business Act, a business is considered small for Government procurements if it does not exceed the size standard for the NAICS code that the prime contractor believes best describes the product or services being acquired. In other words, the size of the prime's suppliers is determined by the applicable NAICS code of their joint venture, teaming partner, or subcontract, which may or may not be the same NAICS code as the one for your prime contract with the Government.

- (f) Describe the extent of commitment to use small businesses (e.g., what types of commitments, if any, are in place for this specific acquisition – small business prime, written contract, verbal, enforceable, non-enforceable, joint venturing, mentor-protégé, etc.). Provide documentation regarding commitments to small business for this effort. Copies of such agreements should be provided as part of your small business participation plan and will not count against the page limitation for this volume.
- (g) Include a summary with small business participation data for the projects submitted under Factor 1 Past Performance. At a minimum, include total small business participation as a percentage of the total contract value. Please provide CPARS data or ISRs, if applicable.e

8.8.2. Evaluation Criteria:

The Small Business Participation Commitment Document shall be consistent with the resultant Subcontracting Plan (if submitting a proposal as an Other-Than-Small-Business) and will be evaluated as follows:

Strengths may be given for each the following criteria:

- Offerors that propose a Total Small Business Participation percentage exceeding the RFP minimum.
- A proposal that indicates a realistic and thorough approach and understanding of the small business objectives in respect to this project.
- A SBPCD that provides clear detail of the services/supplies that small business firms are to perform.
- Copies of agreements regarding commitments with all small business firms who are identified in the SBPCD.
- Any other aspect of a proposal that the evaluators and/or the SSA believe enhances the merit of the proposal or increases the probability of successful performance of the contract.

Weaknesses may be given for each of the following criteria:

- A proposed Total Small Business Participation percentage less than the stated goal of 20%.

- Information submitted for items (a) through (f) above that is general or ambiguous.
- Omission or incompleteness of any requested information that is not otherwise a deficiency.
- Any other aspect of a proposal that the Government identifies as a flaw that increases the risk of unsuccessful contract performance.

Deficiencies shall be given for each of the following criteria:

- Omission of any item (a) through (f) above.
- Any other material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

9.0 VOLUME II

9.1 VOLUME II SUBMISSION REQUIREMENTS

PLEASE NOTE THE FOLLOWING: Volume II will be requested for submission separate from Volumes I, via an amendment issued after receipt of the Volume I proposals. A Price Schedule will be included in the amendment for submission of Volume II and will be due approximately 30 days after issuance of the referenced amendment.

This volume shall consist of all information required to support proposed prices. Certified cost and pricing data are not currently required; however, the Government reserves the right to request such data prior to award. The information submitted in this volume shall comply with FAR 15.408 and the requirements set forth below. The Offeror shall ensure that the information submitted in this volume is consistent with and fully supports the amounts set forth in the price schedule, SF1442 and continuation sheets. Proposals may be determined non-compliant and rejected from further consideration for failure to follow the following format and provide all the items listed below.

9.1.1. Offerors shall include a cover sheet in Volume II as required by FAR 52.215-1(c) and (2). This provision, titled "Instructions to offerors – Competitive Acquisition," is included in full text in Section 00 21 00 of the solicitation. The cover sheet must provide the following information:

1. Solicitation Number.
2. Name, address, telephone, and electronic email address.
3. Statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item as reflected on the proposal schedule attached to the SF1442. (Note: Failure to agree with all terms, conditions, and provisions in the solicitation may result in the offeror's proposal being rejected as non-compliant).
4. Names, title, telephone and facsimile numbers, and electronic email address of person(s) authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation.
5. Name, title, and signature of person authorized to sign the proposal and any contract that may result from that proposal.
6. Acknowledgement that your company's record in the System for Award Management website is current per FAR Clause 52.204-13, System for Award Management Maintenance. (This clause is in Section 00 72 00 of this RFP)

Following the proposal cover sheet, Volume II shall be organized into the following tabbed sections:

9.2 TAB A. Standard Form (SF1442), Solicitations, Offer, and Acknowledgement of Amendments. The SF1442 shall be completed by the offeror and duly executed with an original signature by an official authorized to bind the company in accordance with instructions at FAR 4.102. Include with the offeror's name and address in BLOCK 14 of the SF1442, your company's EID, CAGE, and Tax Identification numbers. Offerors shall acknowledge all amendments to the solicitation in Block 19. If the offeror fails to acknowledge all amendments, the proposal (Volumes I and II) will be considered as non-compliant and shall not be evaluated further.

9.3 TAB B. New Joint Venture (JV) Agreement. If applicable, the offerors shall provide a copy of the firm's JV Agreement.

9.4 TAB C. Small Business Subcontracting Plan. Only the apparent successful offeror (if they are an other than small business) is required to submit a subcontracting plan. Other than Small Business will not be eligible for award if they fail to submit an acceptable Subcontracting Plan. Subcontracting Plans shall reflect and be consistent with the commitments offered in the offeror's Small Business Participation Plan under Factor 5. In accordance with DFARS 215.304 (c), when an evaluation assesses the extent that small businesses and HBCU/MI are specifically identified in proposals, the small businesses and HBCU/MIs considered in the evaluation shall be listed in any subcontracting plan submitted.

The plan shall be prepared in accordance with FAR 19.704, FAR 52.219-9, DFARS 252.219-7003, and AFARS Appendix DD. The offeror shall take into consideration when preparing the required subcontracting plan, that only those subcontracts which are awarded directly by the prime contractor to small and small disadvantaged firms can be included in the plan.

Subcontracts to be awarded by a large business subcontractor are subject to the flow-down provisions of the clause and shall be reported by that subcontractor on its own Individual Subcontracting Report. Failure to submit an acceptable subcontracting plan shall make the offeror ineligible for the award of the contract.

Contractor shall submit Individual Subcontracting Reports within eSRS in accordance with the requirements of FAR 52.219-9.

The subcontracting plan and subcontracting goals will need to be consistent with the dollars committed to SBs under Factor 5 – Utilization of Small Business Concerns. Subcontracting plans will be evaluated on an ACCEPTABLE/UNACCEPTABLE basis against the following criteria:

- a. Does the Subcontracting plan adequately respond to each of the required elements of FAR 52.219-9(d) paragraphs (1) and (15)?
- b. Are the commitments in the Subcontracting Plan comparative to the commitments in the Small Business Participation Plan?
- c. Does the plan contain positive goals for all subcategories?
- d. Does the plan contain a small disadvantaged business goal of at least 5%?

***NOTE:** The Small Business Subcontracting Plan shall **NOT** be submitted with the offeror's Vol II. Separate from the Small Business Participation Plan, a subcontracting plan meeting the criteria above, shall be required **ONLY** from the apparent successful offeror. If the apparently successful offeror fails to negotiate a subcontracting plan acceptable to the contracting officer within the time limit prescribed by the Contracting Officer, the offeror will be ineligible for award.

9.5 TAB D. FACTOR 4 – DESIGN-TECHNICAL

GENERAL: The design-technical Factor consists of conceptual level presentation drawings, technical approach narratives and information regarding the material and system quality; it also includes a summary schedule. It must clearly define the proposed scope and quality levels that the design-build is offering to the Government in enough detail for the Government and the offeror to mutually understand whether or not the proposal meets or exceeds the minimum RFP requirements. Fully develop drawings,

details, or specifications are not desired or required. The Offeror shall identify what it considers to be Betterments in its proposal.

9.5.1 SUBMISSION REQUIREMENTS

Provide information that describes the offeror's organization and intended technical approach to executing the design and construction of this project. Include in this section the proposed contract duration. Include the summary schedule (can be 11"x17" pages) and no longer than 5 pages. The narrative for this factor shall be no longer than 20 pages, including the summary schedule any explanatory diagrams. At a minimum, the narrative MUST address the key points listed below:

Summary Schedule. Provide a schedule on your plan to complete all work based on an arbitrary estimated, non-binding Notice to Proceed date of 1 May 2023. Provide a summary schedule or diagrams separately in an appendix to the TAB (may be on 11" x 17" sized sheet(s)) separately as an appendix to factor 4 (the schedule is included in the overall page limitation). Clearly label the summary schedule under the TAB. This summary schedule will, after contract award, be replaced with a project schedule as required by Section 01 32 01.00 10: Project Schedule. The schedules shall be task oriented, indicating the number of calendar days, after notice to proceed, by which milestones are to be achieved. Offeror may use a critical path or other method of their choice; however, schedules shall be graphically represented. The proposed project schedule shall reflect the proposed contract duration. Give attention to the following features:

- (a) Show the overall construction phase for the facilities, the site work, and the utilities. Include any long lead items and any fast-tracking starts. It isn't necessary to show the detailed breakdown construction (e.g., by trades) of each facility, site work, and utilities.
- (b) Show schedule line items for environmental permits and notifications and utility connection permits.
- (c) Show turnover of facility. The duration to complete the facility and turnover to the Government must consider the requirement for the Contractor's CQC completion inspection and the subsequent joint Contractor-Government turnover inspection.
- (d) Show the overall design phase including design submittal packages, reviews, and integration with construction phase as appropriate.
- (e) Show turnover / BOD in relation to demolition activities and contract completion.
- (f) Show as-built submissions (See section 01 78 39.00 24 AS-BUILT DRAWINGS).
- (g) Constraints: Offeror must demonstrate the capability and flexibility to plan and schedule the complete project to meet its proposed contract completion period. Clearly identify any constraints on the schedules presented (e.g., labor or material availability, permits, weather). Indicate the anticipated overall critical path on the schedule.

PROPOSED CONTRACT DURATION: The offeror shall propose the contract duration in the appropriate Contract Line-Item Number in the CLIN Schedule. The offeror shall also list this duration in this section of the proposal.

PRESENTATION DRAWINGS: Submitted presentation drawings shall comply with the following. Presentation drawings shall be submitted on minimum 11" x 17" (ANSI B) size paper. Drawings shall be scaled for legibility for review and use consistent scales across similar drawing types. Floor plans shall be oriented identically for each discipline's presentation drawings.

- Site/Civil

- o Site Plan. Provide a site plan showing the building footprint and all major site features including mechanical or electrical equipment, pavements, stairs, curb, bollards, plazas, trash enclosures, sidewalks, retaining walls, etc. Provide dimensions of features including width of pavements, trash enclosure, etc. Show clearances and setbacks meeting antiterrorism design requirements and identify features on the plan (i.e. active and passive vehicle barriers).

- Grading Plan. Include a grading plan showing transition from existing elevations to final grade. Show the direction of surface and subsurface storm water flow with estimated slope. Include re-routing of existing utilities conflicting with new construction.
 - Landscape Plan. Provide a landscaping plan showing tree, shrubs, ground covers, seeded and sodded areas. Show all unsurfaced ground areas disturbed by construction within the project limits with areas shown to be seeded, sodded, or mulched as required.
- Wastewater and Supply Water
- Provide a utility plan showing wastewater, domestic water and fire water service lines running from the existing utility main to the 5-foot line of the building footprint and all major background site features including all existing underground utilities.
- Architectural
- Provide scaled double-line schematic floor plan drawings showing functional arrangement of spaces, required adjacencies, circulation, required exiting, and required number of plumbing fixtures. Show door swings. Provide floor plans for each floor, or, if floor plans are identical, note which floors a typical plan represents. Provide a maximum of 1 sheet per floor plan.
 - Provide scaled presentation exterior elevations showing all four primary building elevation, clearly noting proposed materials and colors. Provide a maximum of 1 sheet.
 - Provide a scaled enlarged exterior elevation showing building envelope elements across a two-dorm room width (approximately 28'-0"). The elevation shall show (as applicable) mullions, glazing, spandrel panels, metal infill panels, sunshades, and other major building envelope design items. The elevation shall provide dimensions for building envelope elements (horizontal and vertical mullion spacing, and similar items).
 - Provide scaled typical building sections, wall sections and appropriate details depicting material quality. Provide a maximum of 1 sheet for building sections, and an additional 1 sheet for wall sections and details.
 - Provide at least one (1) exterior perspective rendering (may be computer rendering) for the Dorm facility. Rendering shall reflect the proposed materials and quality of the Base Offer, which is within the estimated construction cost range. Provide a maximum of 1 sheet for the exterior perspective rendering.
 - Provide preliminary life safety and code analysis plans for each floor. Plans shall show building occupancies, hazardous areas, travel distances, exit capacities, fire and smoke partitions, and similar features. Provide code analysis text with the drawings indicating construction types, applicable codes, allowable floor areas and heights, and similar items.
- Interior Design
- Provide scaled schematic furniture plan drawings showing required furniture with functional layout and circulation. Required furniture is listed in the Room Data Sheets. Furniture plans must meet applicable life safety codes and required clearances. Provide furniture plans for each floor, or, if furniture plans are

identical, note which floors a typical plan represents. Provide a maximum of 1 sheet per floor plan. Label furniture or include furniture item code legend keyed to furniture on the furniture plan.

- Provide room finish schedule, showing at a minimum: floor, wall, and ceiling material and finish.
 - Provide a color board including primary interior finish materials. Color board shall include physical finish samples of the finishes specified. Color boards shall show at a minimum: major floor, wall tile, and wall paint finishes. Provide color board binders that consist of no more than eight 8.5" x 11" inserts located in no more than two binders.
- Structural
 - Provide scaled double-line schematic floor plan drawings showing structural systems. Provide floor plans for each floor, or, if floor plans are identical, note which floors a typical plan represents. Provide a maximum of 1 sheet per floor plan.
 - Provide scaled typical building sections, wall sections and appropriate details depicting structural systems. Provide a maximum of 1 sheet for building sections, and an additional 1 sheet for wall sections and details.
 - Electrical
 - Provide scaled floor plan drawings showing lighting configurations, electrical power layout, and communication layout. Provide floor plans for each floor, or, if floor plans are identical, note which floors a typical plan represents. Provide a maximum of 1 sheet per floor plan.
 - **Proposed Contract Duration:** Unless changed during negotiations, this duration will become the contractually binding performance period. The Government may consider an unreasonably condensed contract duration, which places undue risk on the Government, or which may create a risk of contract or performance failure, as a significant weakness or a deficiency, depending upon the evaluators' judgment.

9.5.2 TECHNICAL APPROACH NARRATIVES: Technical narratives shall be printed on letter size (8.5" x 11") paper and be grouped by design discipline. Technical narratives sections shall index, and individual pages numbered.

- Site/Civil
 - Site Features. Describe the site features, pavement and material types associated with the site plan. Provide an explanation of the pavement design criteria to be used with material types and layers (i.e. base, drainage, etc.) Provide a complete description of the flow of pedestrian traffic and transition from existing to new features as well as facilities identified within the Master Plan for future construction. Describe alignment changes to roads and parking areas as well as revised layouts. Provide a quantity of parking spaces either added or removed as a result of the plan. Explain the flow of vehicle traffic around the new Dorm including emergency routes and operations of active and passive vehicle barriers.

- Grading Activities. Provide a description of the grading methods to be used and how the grading plan will be incorporated into both existing and future building construction and site features. Explain how the finished floor elevation will transition to existing grade as well as major grading changes within the project limits.
 - Storm Water Management. Describe the proposed storm water management system on site and how it will meet local, state, and federal requirements. Provide a detailed description of the detention facility design methodology including soil types, plant species and filtration (if used) to meet water quality standards while draining within the allotted time. Explain the storm water management practices to be utilized both during and after construction as well as any temporary diversion of storm water around the site.
 - Landscaping Design. List the proposed tree and plant species to be used with the landscaping plan. Describe how landscaping will mesh with the existing area while meeting the design criteria. Explain major changes to existing landscape around the vicinity of the new Dorm (i.e. tree removals, parking lot revisions, etc.). Explain how the design will incorporate the International Wildland-Urban Interface Code requirements.
- Wastewater and Supply Water
- Utility Design. Describe the utility design and associated materials. Provide an explanation and identify design criteria use to design the wastewater and water supply systems to serve the new facility which can last a minimum of 50 years in service without major repairs or extensive operation and maintenance requirements, while providing a basic utility infrastructure for future development in the surrounding area.
- Architectural
- Minimum Space and Facility Size. Describe the spaces provided, in accordance with Section 01 82 00, ARCHITECTURAL REQUIREMENTS. As a minimum, include a tabulation of the net square footage for rooms, zone, or other areas, the total gross square footage for each floor, and the total gross square footage for the facility to clearly demonstrate compliance with the project requirements. Calculate square footage per Section 01 82 00, ARCHITECTURAL REQUIREMENTS. Provide narrative describing how each space's activities, equipment, and occupant load informed the sizing of the space.
 - Architectural Theme and Material. This narrative shall be no longer than three (3) pages. Describe the architectural themes of the various facility spaces with demonstrate how the proposal achieves the results desired by the Statement of Work. Narrative should address how the selection of materials and colors enhances the exterior and interior aesthetics of the facility and improves the living and working conditions for the Prep School Cadets. This narrative is not intended to be a material listing, but to explain/reflect how the selections were made and how they address the requirements.
 - Adjacencies, Groupings, and Acoustical Design. Describe how the spaces

fulfill the adjacency requirements described in Section 01 82 00, ARCHITECTURAL REQUIREMENTS. Describe how spaces are grouped into compatible zones (sound, demountable partitions) and address sound and vibration control. This narrative shall be no longer than three (3) pages.

- Circulation. Describe the building's circulation flows during normal operation and emergency evacuation activities, for materials, equipment, services, and people. This narrative shall be no longer than one (1) page.
 - Sustainability. Include a narrative of the architectural portion of the design that addresses sustainability elements, such as proposed building envelope R and U values, proposed air barrier assembly, natural lighting, and similar items. Conduct a life-cycle cost analysis (LCCA) of the proposed building envelope as well as considered alternatives. Provide as a part of sustainability portion of the architectural narrative a summary of the results of the LCCA showing the major assumptions and results. Conduct the LCCA per the LCCA requirements and methodologies of UFC 1- 200-02 High Performance and Sustainable Building Requirements. While not required as a submission item, the calculations supporting the LCCA summary shall be made available upon request. This narrative shall be no longer than four (4) pages, with no more than two (2) pages allocated to the LCCA summary portion.
- Interior Design
- Furniture. Describe the furniture of the various spaces which demonstrate how the proposal achieves the results desired. The narrative should address the selection of materials and colors used for major groups of furniture items and how it enhances the aesthetics of the facility and improves the living and working condition for the Prep School Cadets. This narrative is not intended to be a listing of all furniture items and furniture materials, but to explain/reflect how the selections were made and how they address the requirements.
- Structural
- Provide a narrative description of the portion of the structural system proposed to resolve the specific progressive collapse avoidance challenge of the facility. Explain the rationale for selecting the proposed structural system. The proposed structural system shall comply with the architectural constraints shown in the contract documents. The narrative shall be no longer than 4 pages, including any explanatory diagrams.
- Mechanical
- Provide a narrative description of the proposed mechanical systems including but not limited to cooling and heating plants, ventilation systems, energy recovery systems, and terminal units or zone-specific systems for the facility. The design narrative shall clearly describe and

demonstrate that how the proposed systems will achieve the 30% energy reduction from the ASHRAE 90.1-2013 base line system. Life Cycle Cost Analysis (LCCA)s for a minimum of three (3) feasible systems shall be provided with this narrative. All supporting documents including narrative and LCCAs shall not exceed total of five (5) pages. LCCA calculation results shall be summarized with assumptions, inputs, and outputs.

- Describe your approach and proposed solutions for the various mechanical systems with specific emphasis on managing solar loads through the large amount of glazing. This narrative shall be no longer than one (1) page.
 - Describe your approach and proposed solutions for the mechanical systems with specific emphasis on controlling of cooling plant equipment, ventilation systems, and terminal / zone units for significantly low load conditions such as a minimal building utilization or occupancy rates (assume 20% of building internal spaces being utilized by 20 occupants during June and July). This narrative shall be no longer than two (2) pages.
 - Describe your approach and proposed solutions for the outdoor equipment locations, air intake and exhaust device locations, and dryer vent termination strategy in terms of meeting the campus aesthetics. This narrative shall be no longer than two (2) pages.
- Electrical
 - Not used
 - **Exceptions, deviations, and betterments.** Exceptions and deviations are neither encouraged nor desired. However, if the Offeror chooses to do either, each instance needs to be separately identified at the front of Factor 4 - Organizational and Technical Approach, with a justification and rationale for the deviation or exception. The Government reserves the right to accept or reject, partially or in full, the deviation or exception. Similarly, betterments should be listed at the end of this section.

9.5.3 EVALUATION CRITERIA: The following are listed in order of importance.

- Site / Civil
 - Site Plan and Description. Evaluation ratings will be given for completeness and how the plan meshes with design standards. Higher evaluation ratings will be given to plans which consider and utilize features and layouts mirroring the Master Plan. Lower evaluation ratings will be given to plans not considering future facilities within the vicinity of the Dorm.
 - 6.1.3.1.2. Grading and Storm Water Management. Evaluations of grading will be given for how well the finished floor elevation transitions to existing grade as well as the surrounding facilities. Evaluation ratings will be given for proposals with narratives describing specific storm water management and routing methods meeting local, state, and federal design. Higher evaluation ratings may be given for proposal which clearly explain the detention facility design and how water quality and routing will meet design requirements with basic calculations including time of detention.

- Landscaping. Evaluation of landscaping will be given for how well the plan and description mesh with the Master Plan. Lower evaluation ratings will be given for plans not meeting the Cadet Area landscape design requirements of the USAFA Design Standards or conflicting with other standards (i.e. antiterrorism).
- Wastewater and Supply Water:
 - Higher evaluation ratings may be given for proposals which provide higher quality materials.
 - Higher evaluation ratings may be given for proposals which provide readily expandable features to account for future area development.
- Architectural
 - Building Aesthetics: Building aesthetics, massing and interior and exterior materials and finishes as shown on elevations, renderings, and described in technical narratives shall be evaluated for conformance with Base design guidelines and area Master Planning documents, as well as overall aesthetic appeal. Higher evaluation ratings may be given for proposals that provide materials above the minimum requirements for durability, maintenance and aesthetics while still conforming to the Base design guidelines.
 - Adjacencies and Circulation: Proposals shall be evaluated for conformance with required space adjacencies and overall building circulation. Proposals that do not conform to the room adjacencies requirements or have poorly executed circulation may be judged as a significant weakness or deficiency.
 - Acoustics: Proposals shall be evaluated for conformance with acoustical requirements for the facility.
 - Square Footage: Proposals shall be evaluated for conformance to building square footage requirements, as well as the allocation of square footage to individual spaces.
 - Sustainability: Proposals shall be evaluated for conformance to sustainability requirements required to be submitted. Proposals which exceed minimum sustainability requirements may be rated more favorably.
 - Life Safety: Proposals shall be evaluated for conformance with life safety criteria.
- Interior Design
 - Higher evaluation ratings may be given for proposals that provide additional furniture items that improves the living conditions of the Prep School Cadets while maintaining functional layout, circulation, and use of space.
 - Higher evaluation ratings may be given for proposals that provide interior furniture and building finishes which exceed minimum qualities (aesthetics, durability, maintenance).
- Structural
 - Higher evaluation ratings may be given for narratives that describe the structural system for progressive collapse avoidance in detail, including the rational for selecting the proposed structural system.
- Mechanical

- Higher evaluation ratings may be given for innovative, energy efficient, and life cycle cost effective mechanical system solutions that can also provide a greater flexibility of zone control at partial load conditions for the new facility.
 - Higher evaluation ratings may be given for proposals that present the simplicity of the system, easiness of the equipment access and maintenance, and conformance to sustainability requirements.
- Electrical
 - Not used
- Summary Schedule:
 - Higher evaluation ratings may be given for proposals indicating a summary schedule that clearly identifies approach to design and construction, major milestones, clear path to turnover / BOD / demolition / closeout, and one that demonstrates planned risk mitigation through proposed contract duration.
 - Lower evaluation ratings may be given for:
 - A proposed schedule that does not identify a clearly defined proposed contract duration or a schedule that shows activities necessary for contract completion (turnover, BOD, demolition of existing facilities, etc.) beyond the proposed contract duration.
 - A proposed schedule that unreasonably condenses contract duration well below a reasonable duration for a project of this solicitation's size, complexity, and requirements (without discussion) which as determined by the government may increase cost or create a risk of contract/performance failure.
 - A proposed schedule which does not address the seven features as described above Summary Schedule (a) through (g).
 - Proposals with schedules that demonstrate an understanding of processes inherent to USACE/AFCEC.
- General
 - Higher evaluation ratings may be given for approaches that demonstrate proactive management practices and reduce risk.
 - Organization. The Government will evaluate the clarity and strength of the overall design approach and how well it is organized and structured to execute the entire scope of work.
 - Proposal Components: Proposals shall be evaluated for conformance with required submittal items. Proposals that do not include all required submittal items (drawings and technical narratives) may be rated less favorably.

Technical criteria compliance: Technical criteria included in the proposal, regardless of whether required as a submission item or included at the Offerors discretion, shall be evaluated for conformance with the technical criteria requirements included in the scope of work.

9.6. TAB E. VOLUME II – FACTOR 6 – PRICE

9.6.1. Submission Requirements *(There is no page limitation for Factor 6 Price)*

Your proposed price for this project shall be in the form of the Proposal/Price Schedule provided in this solicitation. Offerors may not modify the price schedule wording or format. As this is a firm

fixed-price contract, price proposals will not be considered which provide for subsequent increases in price. No qualified price proposal of any type will be accepted; therefore, all offers containing such qualifications will be considered unacceptable. If the offeror does not comply with all requirements of the proposal forms, the proposal may be considered non-compliant and eliminated from consideration.

Supplemental Price Breakdown: After Volume II submission and if deemed necessary to analyze cost/price elements of the price proposals, the Government may request a price breakdown of the Contract Line Items in an Excel format. The Government will provide details on where and how to send the breakdown. If requested, this information will not be needed sooner than three working days after the proposal submission due date.

Bond Ability: Submit information showing offeror's bond ability in the amount of the proposal. Include the name, address, and telephone number of the prime contractor's bonding agent. No formal bond is requested at this time.

9.6.2. Evaluation Criteria:

The contract will be a Firm Fixed Priced (FFP) contract. The Government will evaluate price reasonableness for the fixed priced effort. The base and all options shall be included in the price evaluation.

The RFP requires firm-fixed-price contract line items. A price reasonableness approach will be utilized by the Government to determine that the proposed prices offered are fair and reasonable and that unbalanced pricing between CLINs or options is not occurring. Price reasonableness will be determined by using proposal price analysis techniques as detailed in 15.404-1(b).

The Government is likely to not make award if the construction cost range set for this project is exceeded. Offerors are cautioned to distribute direct costs, such as material, labor, equipment, subcontracts, etc. and to evenly distribute indirect costs, such as job overhead, home office overhead, bond, etc., to the appropriate contract line items. If deemed necessary, the supplemental price breakdown information will be used to assist the Government in performing the price analysis described above.

Bond Ability: This item is not rated. Bonding information will be reviewed to determine the offeror's ability to obtain the required Performance and Payment Bonds. The successful offeror will be required upon award to be able to obtain the level of bonding required by the solicitation from an acceptable surety.

SECTION 00 22 00 - ATTACHMENT 1

COMPANY SPECIALIZED EXPERIENCE - CONSTRUCTION OR PRIME CONTRACTOR

Provide the following information to show examples of projects your company constructed within the last **seven** years indicating experience with projects of similar type and scope. Use one form per project.

(a) Type of Facility Represented

(b) Your Firm's Name

(c) Name of
Project

(d) Location of
Project

(e) Owner

(f) General Scope of Construction Project

(g) Your Role (Prime, Joint Venture, or Subcontractor, etc.) and Work Your Company Self-Performed :

(h) At Completion Construction Cost

(i) Extent and Type of Work You Subcontracted Out

(j) Dates Construction: Began _____ Completed _____

(k) Your Performance Evaluation by Owner, if known

(l) Were You Terminated or Assessed Liquidated Damages? _____

(If either is "Yes", attach an Explanation)

(m) Owner's Point of Contact for Reference (Name and Company)

(n) Current Telephone Number of Reference POC

SECTION 00 22 00 - ATTACHMENT 2

COMPANY SPECIALIZED EXPERIENCE - DESIGN FIRM OR IN-HOUSE DESIGN CAPABILITY

Provide the following information to show examples of projects your company constructed within the last **seven** years indicating experience with projects of similar type and scope. Use one form per project.

(a) Type of Facility Represented _____

(b) Your Firm's Name

(c) Name of
Project _____

(d) Location of
Project _____

(e) Owner

(f) General Scope of Construction Project

(g) Summary of Your Role in Design of this Project

(h) Identify Estimated (E) or Actual (A) Construction Cost

(i) Extent and Type of Work You Subcontracted

(j) Dates Design: Began _____ Completed _____

(k) Dates Construction: Began _____ Completed _____

(l) Your Performance Evaluation, if known _____

(m) Were You Terminated or Assessed Liquidated Damages? _____

(If either is "Yes", attach an Explanation)

(n) Owner's Point of Contact for Reference (Name and Company)

(o) Current Telephone Number of Reference POC

**SECTION 00 22 00 - ATTACHMENT 3
COMPANY SPECIALIZED EXPERIENCE
KEY SUBCONTRACTOR (OR PRIME IF WORK NOT TO BE SUBCONTRACTED)**

Provide the following information to show examples of projects your company constructed within the last **seven** years indicating experience with projects of similar type and scope. Use one form per project.

(a) Type of Facility Represented

(b) Your Firm's Name

(c) Name of project

(d) Owner

(e) General Scope of Construction Project _____

(f) Your Role (Prime, Joint Venture, or Subcontractor, etc.) and Work Your Company Self-Performed : _____

(g) Your Contract or Subcontract Amount _____

(h) Detailed Description of Your Self-Performed Work _____

(i) Describe any Work You Subcontract to Others _____

(j) Dates Your (sub) contract: Started _____ Completed _____

(k) Your Performance Evaluation by Owner, if any _____

By Prime: _____

(l) Were You Terminated or Assessed Liquidated Damages? _____

(If either is "Yes", attach an Explanation)

(m) Name and Company of Point of Contact (POC) for reference (If you were a subcontractor, also list the firm you were hired by):

(n) Current Telephone Number of Reference POC _____

SECTION 00 22 00 - ATTACHMENT 4

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name: CAGE Code:
Address: DUNs Number:
Phone Number:
Email Address:
Point of Contact: Contact Phone Number:

2. Work Performed as: Prime Contractor Sub Contractor Joint Venture
Other (Explain)
Percent of project work performed:
If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number:
Delivery/Task Order Number (if applicable):
Contract Type: Firm Fixed Price Cost Reimbursement Other (Please specify):
Contract Title:
Contract Location:

Award Date (mm/dd/yy):
Contract Completion Date (mm/dd/yy):
Actual Completion Date (mm/dd/yy):
Explain Differences:

Original Contract Price (Award Amount):
Final Contract Price (to include all modifications, if applicable):
Explain Differences:

4. Project Description:

- Complexity of Work High Med Routine
- How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)
-
-
-

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name:
Title:
Phone Number:
Email Address:

6. Describe the client s role in the project:

7. Date Questionnaire was completed (mm/dd/yy):

8. Client's Signature:

NOTE: NAVFAC/USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USACE. PLEASE CONTACT THE OFFEROR FOR USACE POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

*ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION
OF THE CONTRACTOR'S PERFORMANCE*

| RATING | DEFINITION | NOTE |
|-------------------------|--|---|
| (E) Exceptional | Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective. | An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified. |
| (VG) Very Good | Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. | A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified. |
| (S) Satisfactory | Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. | A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract. |
| (M) Marginal | Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. | A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner. |

| | | |
|--------------------------------------|---|--|
| <p>(U) Unsatisfactory</p> | <p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> | <p>An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.</p> |
| <p>(N) Not Applicable</p> | <p>No information or did not apply to your contract</p> | <p>Rating will be neither positive nor negative.</p> |

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR S PERFORMANCE.

| 1. QUALITY: | | | | | |
|--|--------|----|--------|---|---|
| a) Quality of technical data/report preparation efforts | E N | VG | S | M | U |
| b) Ability to meet quality standards specified for technical performance | E N | VG | S | M | U |
| c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance | E N | VG | S | M | U |
| d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance) | E N | VG | S | M | U |
| 2. SCHEDULE/TIMELINESS OF PERFORMANCE: | | | | | |
| a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i> | E N | VG | S | M | U |
| b) Rate the contractor's use of available resources to accomplish tasks identified in the contract | E N | VG | S | M | U |
| 3. CUSTOMER SATISFACTION: | | | | | |
| a) To what extent were the end users satisfied with the project? | E N | VG | S | M | U |
| b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication) | E N | VG | S | M | U |
| c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer? | E N | VG | S | M | U |
| d) Overall customer satisfaction | E N | VG | S | M | U |
| 4. MANAGEMENT/ PERSONNEL/LABOR | | | | | |
| a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force? | E | VG | S N | M | U |
| b) Ability to hire, apply, and retain a qualified workforce to this effort | E | VG | S N | M | U |
| c) Government Property Control | E | VG | S N | M | U |
| d) Knowledge/expertise demonstrated by contractor personnel | E | VG | S N | M | U |
| e) Utilization of Small Business concerns | E | VG | S N | M | U |

| | | | | | |
|--|---|----|--------|---|---|
| f) Ability to simultaneously manage multiple projects with multiple disciplines | E | VG | S N | M | U |
| g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes | E | VG | S N | M | U |
| h) Effectiveness of overall management (including ability to effectively lead, manage and control the program) | E | VG | S N | M | U |

| | | | | | |
|-------------------------------------|--|--|--|--|--|
| 5. COST/FINANCIAL MANAGEMENT | | | | | |
|-------------------------------------|--|--|--|--|--|

| | | | | | |
|---|-----|----|--------|----|---|
| a) Ability to meet the terms and conditions within the contractually agreed price(s)? | E | VG | S N | M | U |
| b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client | E | VG | S N | M | U |
| c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns) | E | VG | S N | M | U |
| d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i> | Yes | | | No | |
| e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i> | Yes | | | No | |
| f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i> | Yes | | | No | |

| | | | | | |
|---------------------------|--|--|--|--|--|
| 6. SAFETY/SECURITY | | | | | |
|---------------------------|--|--|--|--|--|

| | | | | | |
|---|---|----|--------|---|---|
| a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.) | E | VG | S N | M | U |
| b) Contractor complied with all security requirements for the project and personnel security requirements. | E | VG | S N | M | U |

| | | | | | |
|-------------------|--|--|--|--|--|
| 7. GENERAL | | | | | |
|-------------------|--|--|--|--|--|

| | | | | | |
|--|---|----|--------|---|---|
| a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues). | E | VG | S N | M | U |
| b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>) | E | VG | S N | M | U |

| | | | | | |
|--|-----|----|--------|---|---|
| c) Would you hire or work with this firm again? <i>(If no, please explain below)</i> | Yes | No | | | |
| d) In summary, provide an overall rating for the work performed by this contractor. | E | VG | S N | M | U |

Please provide responses to the questions above *(if applicable)* and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk *(please attach additional pages if necessary)*:

**SECTION 00 22 00 - ATTACHMENT 5 KEY
PERSONNEL RESUME**

Provide information, listed below, on separate sheets showing qualifications of: prime contractor's project manager responsible for design and construction, the design manager, the designers of record for structural and communications/electrical. For construction, include the on-site construction quality control manager and general superintendent (in charge of self-performed work). Use a continuation sheet, if needed. NOTE: Match the positions on this page to the list of key personnel in the narrative submission requirements and evaluation criteria.

(a) Your Name and
Title _____

(a) Your Assignment on this
Project _____

(b) Name of Your
Firm _____

(c) No. of Years: With this Firm _____ With other Firms _____

(d) Education:
Degree(s)/Year/Specialization _____

(e) _____

(f) Active Registration, if any: No. _____, State(s) _____,
First Year/ Current Year _____ / _____

(g) Describe Your Specific Experience and Qualifications Relevant to this Project (List Projects):

**SECTION 00 22 00 - ATTACHMENT 6 LETTER OF
COMMITMENT FOR KEY PERSONNEL**

TO: Contracting Officer

SUBJECT: Letter of Commitment for Proposed Contract for _____

Dear Sir or Madam:

I hereby make the unequivocal commitment that, in the event of an award of a contract to (Fill in name of Proposer), that I will fulfill the duty of (Job Title).

Sincerely, (prospective employee signs)

Date: _____

SECTION 00 22 00 - ATTACHMENT 7
LETTER OF COMMITMENT OF (DESIGN FIRM OR KEY SUBCONTRACTOR) (USE
SUBCONTRACTOR S COMPANY LETTERHEAD)

TO: Contracting Officer

SUBJECT: Letter of Commitment for Proposed Contract for _____

Dear Sir or Madam:

I hereby make the unequivocal commitment that, in the event of an award of a contract to (Fill in name of Proposer), that (insert name of design firm) will fulfill the duties of (state role on a project)

Sincerely, (Authorized Official)

Date: _____

**SECTION 00 22 00 - ATTACHMENT 8 PROPOSAL
DATA SHEET**

(1) Name of Solicitation:

Name of Firm:

Address:

Phone:

Fax:

E-mail:

DUNS #

Also provide any other assigned number that identifies the member firm(s). If a separate DUNS has been created for a joint venture (J-V) it must also be submitted. Provide a DUNS number for each company identified in any proposed Contractor-subcontractor association of firms. If the firm is a joint venture or contractor-subcontractor association of firms, list the individual firms and briefly describe the nature of the association. Provide DUNS for each.

Firm 1:

Firm 2:

Firm 3:

Nature of Association:

(2) AUTHORIZED NEGOTIATORS. FAR 52.215-11

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposals (RFP).

[List names, titles, and telephone number of the authorized negotiator.]

Name of Person Authorized to Negotiate:

Negotiator's Address:

Negotiator's Telephone:

Negotiator's E-mail:

**SECTION 00 22 00 - ATTACHMENT 9
CONTRACTOR TEAM ARRANGEMENTS**

1 CONTRACTOR TEAM ARRANGMENTS OTHER THAN JOINT VENTURE/ MENTOR-PROTÉGÉ

Requirements:

All Offerors proposing a team arrangement other than a Joint Venture/Mentor-Protégé, shall submit the following information:

- a. A listing of the team arrangement members corporate name (no abbreviations), address, point of contact, phone number, DUNS Number, and Cage Code. Include this information on the title page with a reference to where the information in subsection (b) can be found.
- b. A copy of the signed team arrangement agreement or binding letter of commitment between each team member. All team arrangement agreements and letters of commitment shall:
 - (1) Clearly identify the expected relationship, role and responsibility between the firms, Prime Contractor, and of the subcontractor or other entity (type and proportion of work to be performed); and
 - (2) Be signed by the appropriate individual(s) of each firm.

2 JOINT VENTURE TEAM ARRANGEMENTS (INCLUDING MENTOR-PROTÉGÉS)

No contract may be awarded to a Joint Venture/Mentor-Protégé that is not registered in the System for Award Management (SAM) database. **The Joint Venture/Mentor-Protégé must have its own registered Data Universal Numbering System (DUNS) number.** Any Joint Venture/Mentor-Protégé agreement that is required to be approved by the Small Business Administration (SBA) shall be approved in accordance to the applicable Code of Federal Regulations (CFR). If the applicable requirements are not met prior to the due date for the proposals, the proposal will be rendered unawardable.

1. In the cover letter of your proposal, provide the complete names, addresses, and phone number of the firms comprising the Joint Venture/Mentor-Protégé.
2. A copy of the Joint Venture/Mentor-Protégé agreement.
3. Signature requirements: SF 1442, SOLICITATION, OFFER, AND AWARD (pages 00 10 00-1 and 00 10 00-2), Block 20 requires that the name and title of a person authorized to sign the offer for the Joint Venture/Mentor-Protégé be provided. In the case of a Joint Venture/Mentor-Protégé, subject Standard Form shall be signed by the principal representative of the Joint Venture/ Mentor-Protégé (or the alternate principal representative, if the principal representative is unavailable).
4. In addition to the requirements stated above, and to assure a single point of contact for resolution of contractual matters and payments, **the Offeror shall submit a certificate signed by each participant in the Joint Venture containing the following statement:**

“The parties hereto expressly understand and agree as follows:

1. **(Name, title, and company)** is the principal representative of the Joint Venture. As such, all communications regarding the administration of the contract and the performance of the work thereunder may be directed to him or her. In the absence of **(same name, title, and company), (enter name, title, and company of alternate)** is the alternate principal representative of the Joint Venture/Mentor-Protégé. These individuals have authority to sign on behalf of the Joint Venture/Mentor-Protégé.
2. Direction, approvals, required notices, and all other communications from the Government to the Joint Venture/Mentor-Protégé, including transmittal of payments by the Government, shall be directed to **(enter name, title, and company of principal), principal representative of the Joint Venture/Mentor-Protégé.”**

NOTE: Provide telephone numbers and email addresses for the points of contact listed in the above statement.

3 INTEGRITY AND VALIDITY OF CONTRACTOR TEAM ARRANGEMENTS

The Contracting Officer will recognize the integrity and validity of contractor team arrangements; provided that the arrangements are identified and company relationships are fully disclosed and validation of formal agreements and relationships (i.e., Mentor-Protégé agreements, Joint Ventures, partnerships, etc.) are provided in the offer and submitted with the proposal responding to the solicitation. Nothing in the solicitation authorizes contractor team arrangements in violation of antitrust statutes or limits the Government's rights to:

- a. Require consent to subcontracts (see FAR Subpart 44.2);
- b. Determine, on the basis of the stated contractor team arrangement, the responsibilities of the Prime Contractor (see FAR Subpart 9.1);
- c. Provide to the Prime Contractor data rights owned or controlled by the Government;
- d. Pursue its policies on competitive contracting, subcontracting, and component breakout initial production or an any other time; and
- e. Hold the Prime Contractor fully responsible for contract performance, regardless of team arrangement between the Prime Contractor and its subcontractors.

End of Section 00 22 00

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

Section 00 45 00 - Representations and Certifications

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------------|--|----------|
| 52.209-7 | Information Regarding Responsibility Matters | OCT 2018 |
| 52.209-13 | Violation of Arms Control Treaties or Agreements -- Certification | NOV 2021 |
| 52.209-14 | Reserve Officer Training Corps and Military Recruiting on Campus | NOV 2021 |
| 52.236-28 | Preparation of Proposals--Construction | OCT 1997 |
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials | NOV 2011 |
| 252.204-7008 | Compliance With Safeguarding Covered Defense Information Controls | OCT 2016 |
| 252.204-7016 | Covered Defense Telecommunications Equipment or Services -- Representation | DEC 2019 |
| 252.204-7017 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation | MAY 2021 |
| 252.219-7000 | Advancing Small Business Growth | SEP 2016 |
| 252.225-7050 | Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism | SEP 2021 |
| 252.225-7974 (Dev) | Representation Regarding Business Operations with the Maduro Regime (DEVIATION 2020-O0005) | FEB 2020 |
| 252.227-7017 | Identification and Assertion of Use, Release, or Disclosure Restrictions | JAN 2011 |
| 252.232-7016 | Notice of Progress Payments or Performance-Based Payments | APR 2020 |
| 252.247-7022 | Representation of Extent of Transportation by Sea. | JUN 2019 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$39,500,000.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

() Paragraph (d) applies.

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

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

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

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.
- (D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

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

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

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

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

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

| FAR Clause | Title | Date | Change |
|------------|-------|-------|--------|
| ----- | ----- | ----- | ----- |

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

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-- Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-- Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or

services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [___] will, [___] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [___] does, [___] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it--

(1) Has [] filed all Federal tax returns required during the three years preceding the certification;

(2) Has not [] been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not [], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

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

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

(i) Paragraph (e) applies.

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

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

(ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

(iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

___ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

___ (vii) 252.232-7015, Performance-Based Payments--Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision 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/DFARS provision No. | 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 located in the SAM database.

(End of provision)

Section 00 72 00 - General Conditions

CLAUSES INCORPORATED BY REFERENCE

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| 52.202-1 | Definitions | JUN 2020 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | MAY 2014 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | JUN 2020 |
| 52.203-7 | Anti-Kickback Procedures | JUN 2020 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | MAY 2014 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | MAY 2014 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | JUN 2020 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | NOV 2021 |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements | JAN 2017 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | JUN 2020 |
| 52.204-13 | System for Award Management Maintenance | OCT 2018 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | AUG 2020 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | DEC 2014 |
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems | NOV 2021 |
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities | NOV 2021 |
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment | NOV 2021 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | NOV 2021 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | OCT 2018 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations | NOV 2015 |
| 52.210-1 | Market Research | NOV 2021 |
| 52.211-13 | Time Extensions | SEP 2000 |
| 52.211-17 | Delivery of Excess Quantities | SEP 1989 |
| 52.211-18 | Variation in Estimated Quantity | APR 1984 |
| 52.215-2 | Audit and Records--Negotiation | JUN 2020 |
| 52.215-10 | Price Reduction for Defective Certified Cost or Pricing Data | AUG 2011 |
| 52.215-11 (Dev) | Price Reduction for Defective Certified Cost or Pricing Data-- Modifications (DEVIATION 2022-O0001) | OCT 2021 |
| 52.215-12 (Dev) | Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-O0001) | OCT 2021 |
| 52.215-13 (Dev) | Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2022-O0001) | OCT 2021 |
| 52.215-15 | Pension Adjustments and Asset Reversions | OCT 2010 |
| 52.215-17 | Waiver of Facilities Capital Cost of Money | OCT 1997 |

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| 52.215-19 | Notification of Ownership Changes | OCT 1997 |
| 52.215-21 Alt IV | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications (NOV 2021) - Alternate IV | OCT 2010 |
| 52.216-24 | Limitation Of Government Liability | APR 1984 |
| 52.219-4 | Notice of Price Evaluation Preference for HUBZone Small Business Concerns | SEP 2021 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 2018 |
| 52.219-9 | Small Business Subcontracting Plan | NOV 2021 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan | SEP 2021 |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-4 | Contract Work Hours and Safety Standards - Overtime Compensation | MAY 2018 |
| 52.222-7 | Withholding of Funds | MAY 2014 |
| 52.222-8 | Payrolls and Basic Records | JUL 2021 |
| 52.222-9 | Apprentices and Trainees | JUL 2005 |
| 52.222-10 | Compliance with Copeland Act Requirements | FEB 1988 |
| 52.222-11 | Subcontracts (Labor Standards) | MAY 2014 |
| 52.222-12 | Contract Termination-Debarment | MAY 2014 |
| 52.222-13 | Compliance With Construction Wage Rate Requirements and Related Regulations | MAY 2014 |
| 52.222-14 | Disputes Concerning Labor Standards | FEB 1988 |
| 52.222-15 | Certification of Eligibility | MAY 2014 |
| 52.222-20 | Contracts for Materials, Supplies, Articles, and Equipment | JUN 2020 |
| 52.222-21 | Prohibition Of Segregated Facilities | APR 2015 |
| 52.222-26 | Equal Opportunity | SEP 2016 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | APR 2015 |
| 52.222-35 | Equal Opportunity for Veterans | JUN 2020 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities | JUN 2020 |
| 52.222-37 | Employment Reports on Veterans | JUN 2020 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | DEC 2010 |
| 52.222-50 | Combating Trafficking in Persons | NOV 2021 |
| 52.222-54 | Employment Eligibility Verification | MAY 2022 |
| 52.222-55 | Minimum Wages for Contractor Workers Under Executive Order 14026 | JAN 2022 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706 | JAN 2022 |
| 52.223-2 | Affirmative Procurement of Biobased Products Under Service and Construction Contracts | SEP 2013 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | MAY 2011 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-11 | Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons. | JUN 2016 |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products | MAY 2020 |
| 52.223-17 | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts | AUG 2018 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | JUN 2020 |
| 52.223-20 | Aerosols | JUN 2016 |
| 52.223-21 | Foams | JUN 2016 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | FEB 2021 |
| 52.227-1 | Authorization and Consent | JUN 2020 |

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| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | JUN 2020 |
| 52.227-4 | Patent Indemnity-Construction Contracts | DEC 2007 |
| 52.228-2 | Additional Bond Security | OCT 1997 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.228-11 (Dev) | Individual Surety--Pledge of Assets (DEVIATION 2020-O0016) | FEB 2021 |
| 52.228-12 | Prospective Subcontractor Requests for Bonds | MAY 2014 |
| 52.228-15 | Performance and Payment Bonds--Construction | JUN 2020 |
| 52.229-3 | Federal, State And Local Taxes | FEB 2013 |
| 52.232-5 | Payments under Fixed-Price Construction Contracts | MAY 2014 |
| 52.232-17 | Interest | MAY 2014 |
| 52.232-23 | Assignment Of Claims | MAY 2014 |
| 52.232-27 | Prompt Payment for Construction Contracts | JAN 2017 |
| 52.232-33 | Payment by Electronic Funds Transfer--System for Award Management | OCT 2018 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 2013 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | NOV 2021 |
| 52.233-1 | Disputes | MAY 2014 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.236-2 | Differing Site Conditions | APR 1984 |
| 52.236-3 | Site Investigation and Conditions Affecting the Work | APR 1984 |
| 52.236-4 | Physical Data | APR 1984 |
| 52.236-5 | Material and Workmanship | APR 1984 |
| 52.236-6 | Superintendence by the Contractor | APR 1984 |
| 52.236-7 | Permits and Responsibilities | NOV 1991 |
| 52.236-8 | Other Contracts | APR 1984 |
| 52.236-9 | Protection of Existing Vegetation, 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 |
| 52.236-14 | Availability and Use of Utility Services | APR 1984 |
| 52.236-15 | Schedules for Construction Contracts | APR 1984 |
| 52.236-17 | Layout of Work | APR 1984 |
| 52.236-21 | Specifications and Drawings for Construction | FEB 1997 |
| 52.236-23 | Responsibility of the Architect-Engineer Contractor | APR 1984 |
| 52.236-24 | Work Oversight in Architect-Engineer Contracts | APR 1984 |
| 52.236-25 | Requirements for Registration of Designers | JUN 2003 |
| 52.236-26 | Preconstruction Conference | FEB 1995 |
| 52.242-5 | Payments to Small Business Subcontractors | JAN 2017 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.242-14 | Suspension of Work | APR 1984 |
| 52.243-4 | Changes | JUN 2007 |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services | JAN 2022 |
| 52.245-9 | Use And Charges | APR 2012 |
| 52.246-12 | Inspection of Construction | AUG 1996 |
| 52.246-21 | Warranty of Construction | MAR 1994 |
| 52.248-3 | Value Engineering-Construction | OCT 2020 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | APR 2012 |

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| 52.249-10 | Default (Fixed-Price Construction) | APR 1984 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | DEC 2008 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |
| 252.203-7003 | Agency Office of the Inspector General | AUG 2019 |
| 252.203-7004 | Display of Hotline Posters | AUG 2019 |
| 252.204-7000 | Disclosure Of Information | OCT 2016 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors. | FEB 2019 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting | DEC 2019 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | MAY 2016 |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services | JAN 2021 |
| 252.204-7020 | NIST SP 800-171 DoD Assessment Requirements | MAR 2022 |
| 252.204-7022 | Expediting Contract Closeout | MAY 2021 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | DEC 1991 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism | MAY 2019 |
| 252.215-7002 | Cost Estimating System Requirements | DEC 2012 |
| 252.215-7016 | Notification to Offerors--Postaward Debriefings | MAR 2022 |
| 252.216-7009 | Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding | SEP 2013 |
| 252.219-7003 | Small Business Subcontracting Plan (DOD Contracts) | DEC 2019 |
| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements | DEC 2010 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.223-7006 | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials | SEP 2014 |
| 252.223-7008 | Prohibition of Hexavalent Chromium | JUN 2013 |
| 252.225-7012 | Preference For Certain Domestic Commodities | APR 2022 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 252.227-7022 | Government Rights (Unlimited) | MAR 1979 |
| 252.227-7023 | Drawings and Other Data to become Property of Government | MAR 1979 |
| 252.227-7025 | Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends | MAY 2013 |
| 252.227-7033 | Rights in Shop Drawings | APR 1966 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | DEC 2018 |
| 252.232-7004 (Dev) | DoD Progress Payment Rates (DEVIATION 2020-O0010) | MAR 2020 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.232-7017 | Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration | APR 2020 |
| 252.236-7000 | Modification Proposals-Price Breakdown | DEC 1991 |
| 252.236-7002 | Obstruction of Navigable Waterways | DEC 1991 |
| 252.236-7013 | Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers | JUN 2013 |
| 252.242-7005 | Contractor Business Systems | FEB 2012 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | DEC 2012 |

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| 252.243-7999 (Dev) | Section 3610 Reimbursement. (DEVIATION 2020-O0021) | AUG 2020 |
| 252.244-7000 | Subcontracts for Commercial Items | JAN 2021 |
| 252.244-7001 | Contractor Purchasing System Administration | MAY 2014 |
| 252.246-7004 | Safety of Facilities, Infrastructure, and Equipment for Military Operations | OCT 2010 |
| 252.247-7023 | Transportation of Supplies by Sea | FEB 2019 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) Representations.

(1) The Offeror represents that it [___] does, [___] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [___] does, [___] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

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

The Contractor shall be required to (a) 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 not later than . * The time stated for completion shall include final cleanup of the premises.

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

(End of clause)

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 **\$1,790.00** 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)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the timeframes stated in the contract. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)

(a) Definition.—“Site of the work”—

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made

or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements statute poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

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 |
|---|---|
| 10.9% | 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 **El Paso County**.

(End of provision)

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 **Amanda Eaton at Amanda.E.Eaton@usace.army.mil**.

(End of clause)

52.225-11 BUY AMERICAN--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2021)

(a) Definitions. As used in this clause--

Caribbean Basin country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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

(1) Means any item of supply (including construction material) that is--

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products.

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

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

Cost of components means--

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

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

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

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

(ii) A construction material manufactured in the United States, if--

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

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

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Free Trade Agreement country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

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

WTO GPA country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate ``none"]

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

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

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

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

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

| Construction material description | Unit of measure | Quantity | Price (dollars) * |
|-----------------------------------|-----------------|----------|-------------------|
|-----------------------------------|-----------------|----------|-------------------|

Item 1:

| | | | |
|-----------------------------------|-------|-------|-------|
| Foreign construction material.... | ..... | ..... | ..... |
| Domestic construction material... | ..... | ..... | ..... |

Item 2:

| | | | |
|-----------------------------------|-------|-------|-------|
| Foreign construction material.... | ..... | ..... | ..... |
| Domestic construction material... | ..... | ..... | ..... |

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

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

[Include other applicable supporting information.]

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d)(1) Only federally insured financial institutions rated investment grade by a commercial rating service shall issue or confirm the ILC.

(2) Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(3) The Offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institutions have the required credit rating as of the date of issuance of the ILC.

(4) The current rating for a financial institution is available through any of the following rating services registered with the U.S. Securities and Exchange Commission (SEC) as a Nationally Recognized Statistical Rating Organization (NRSRO). NRSRO's can be located at the Web site <http://www.sec.gov/answers/nrsro.htm> maintained by the SEC.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _ _ _ _

IRREVOCABLE LETTER OF CREDIT NO. ____

Account party's name ____ _

Account party's address ____ _

For Solicitation No. ____ _ (for reference only)

TO: [____ U.S. Government agency]

[____ U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ ____ . This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [____ issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on ____ , or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. ____ -- (Insert version in effect at the time of ILC issuance, e.g., ``Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of ____ --[State of confirming financial institution, if any, otherwise State of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[____ Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

____ [Confirming Financial Institution's Letterhead or Name and Address]

(Date) ____

Our Letter of Credit Advice Number ____

Beneficiary: ____ [U.S. Government agency]

Issuing Financial Institution: ____

Issuing Financial Institution's LC No.: ____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by ____ [name of issuing financial institution] for drawings of up to United States dollars ____ /U.S. \$ ____ and expiring with our close of business on ____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at ____ .

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. ____ -- (Insert version in effect at the time of ILC issuance, e.g.,

``Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of ____ --[State of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) ____

[Name and address of financial institution]

Pay to the order of ____ [Beneficiary Agency] ____ the sum of United States ____ This draft is drawn under Irrevocable Letter of Credit No. ____

____ [Beneficiary Agency]

By: ____

(End of clause)

52.232-16 PROGRESS PAYMENTS (NOV 2021)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

- (ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.
- (3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--
- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).
- (4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:
- (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
 - (ii) Costs incurred by subcontractors or suppliers.
 - (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
 - (iv) Payments made or amounts payable to subcontractors or suppliers, except for --
 - (A) Completed work, including partial deliveries, to which the Contractor has acquired title; and
 - (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.
- (5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor
- (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.
- (6) The total amount of progress payments shall not exceed 80 percent of the total contract price.
- (7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.
- (8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.
- (9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.
- (b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d) (2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or

credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this

contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments--

- (i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;
- (ii) Are in conformance with the requirements of FAR 32.504(g); and
- (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.
- (6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.
- (7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.
- (8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.
- (9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.
- (k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.
- (l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.
- (m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2020)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

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 this/these address(es):

<http://acquisition.gov/comp/far/index.html>

<http://www.acq.osd.mil/dpap>

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

Per future Amendment(s) which will be documented on an SF 30 – AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any **DFARS** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

See drawings appendix for complete index of drawings.

(End of clause)

UAI 5152.236-9011

DESIGN-BUILD CONSTRUCTION CONTRACTS (MAR 2019)

(a) *Design-Build Contract Order of Precedence*. The contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the Solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

(1) In the event of conflict or inconsistency between any portion of this contract, precedence shall be given in the following order:

i. Betterments: Any portions of the accepted proposal which both conform to and exceed the requirements of the Solicitation.

ii. The requirements of the Solicitation. (*See also FAR 52.236-21, Specifications and Drawings for Construction*)

iii. All other elements of the accepted proposal.

iv. Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

(b) *Personnel, subcontractors, and outside associates or consultants.* In connection with this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified in the Contractor's accepted proposal. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants. If the Contractor proposes a substitution, it shall submit the same type of information that was submitted in the accepted proposal to the Contracting Officer for evaluation and approval. The level of qualifications and experience submitted in the accepted proposal or that required by the Solicitation, whichever is greater, is the minimum standard for any substitution.

(c) *Responsibility of the Contractor for Design.* The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

(1) The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the Work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.

(2) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

(3) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(4) If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

(d) *Contractor's Role during the Design Process.* The Contractor's construction management key personnel shall be actively involved during the design process to

effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the Contractor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the design and construction quality control (QC) management programs with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation for eventual submission as Record Drawings.. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

(e) *Deviating from the Accepted Design.* The Contractor must obtain the approval of the Designer of Record and the Government's concurrence, in the form of supplemental agreement to the contract, for any Contractor-proposed revision to the professionally stamped-and-sealed and Government-reviewed final design that has been released for Construction before proceeding with the revision. The Government reserves the right to disapprove such a revision.

(1) The Government reserves the right to non-concur with any revision to the final design that has been released for construction, including those which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed design.

(2) Any Contractor-proposed revision to the design which deviates from the contract requirements (i.e., the Request for Proposal (RFP) and the accepted proposal), will require a bilateral modification (e.g. supplemental agreement) to the contract before any work commences.

(3) Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.

(4) The Contractor shall track all approved revisions to the reviewed and accepted design and shall incorporate them into the as-built design documentation, in accordance with agreed procedures. The Designer of Record shall document its professional concurrence on the as-builts for any revisions in the stamped and sealed drawings and specifications.

(f) *Value Engineering after Award.* In reference to Federal Acquisition Regulation (FAR) 52.248-3, Value Engineering - Construction, the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(1) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(2) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements, which allow the offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted proposal a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(3) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific material, approaches, systems, and/or processes to be used. Prescriptive aspects typically allow the offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation, or any other approach to fulfill the contract requirements.

(g) *Warranty of Design.* The Contractor warrants that the design shall be performed in accordance with the contract requirements. Design and design related construction not conforming to the Contract requirements shall be corrected at no additional cost to the Government. The standard of care for design is defined in paragraph c of this clause, Responsibility of the Contractor for Design.

(1) The period of this warranty shall commence upon final completion and the Government's acceptance of the work, or in the case of the Government's beneficial occupancy of all or part of the work for its convenience, prior to final completion and acceptance, at the time of such occupancy.

(2) This design warranty shall be effective from the above event through the Statute of Limitations and Statute of Repose or host nation law, as applicable to the place of construction performance.

(3) The rights and remedies of the Government provided for under this clause are in addition to any other rights and remedies provided in this contract or by law.

(h) *Government Re-Use of Design.* In conjunction with the Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7022, Government Rights (Unlimited), the Government will not ask for additional originals or copies of the design works after the Contractor provides all required design documentation and record drawing documentation under the instant contract. Further, if the Government uses the design for other projects without additional compensation to the Contractor for re-use, the Government releases the Contractor from liability in the design on the other projects, due to defects in the design that are not the result of fraud, gross mistake as amounts to fraud, gross negligence or intentional misrepresentation.

(End of clause)

UAI 5122.1302-100 VETERANS EMPLOYMENT EMPHASIS FOR U.S. ARMY CORPS OF ENGINEERS CONTRACTS

In addition to complying with the requirements outlined in FAR Part 22.13, FAR Provision 52.222-38, FAR Clause 52.222-35, FAR Clause 52.222-37, DFARS 222.13 and Department of Labor regulations, U.S. Army Corps of Engineers (USACE) contractors and subcontractors at all tiers are encouraged to promote the training and employment of U.S. veterans while performing under a USACE contract. While no set-aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant contract, USACE contractors are encouraged to seek out highly qualified veterans to perform services under this contract. The following resources are available to assist USACE contractors in their outreach efforts:

U.S. Department of Labor Veterans employment: www.vets.gov/

Federal veteran employment information: www.fedshirevets.gov/index.aspx

Veterans' Employment and Training Service (VETS): <http://www.dol.gov/vets/>

Veterans Opportunity to Work (VOW) Program: <http://benefits.va.gov/vow/>

U.S. Army Warrior Transition Command Employment Index:

<http://wtc.army.mil/modules/employers/index.html>

Hiring Our Heroes initiative: www.uschamberfoundation.org/hiring-our-heroes

Guide to Hiring Veterans:

https://obamawhitehouse.archives.gov/sites/default/files/docs/white_house_business_council_-_guide_to_hiring_veterans_0.pdf

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/07/2022 |
| 1 | 01/28/2022 |
| 2 | 02/18/2022 |
| 3 | 02/25/2022 |
| 4 | 07/01/2022 |
| 5 | 08/05/2022 |
| 6 | 08/12/2022 |
| 7 | 08/19/2022 |
| 8 | 09/02/2022 |
| 9 | 11/04/2022 |

ASBE0028-001 03/01/2022

| | Rates | Fringes |
|---|----------|---------|
| Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)..... | \$ 32.98 | 15.47 |

* BRCO0007-004 01/01/2022

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON AND WELD COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 33.10 | 10.30 |

* BRCO0007-006 05/01/2022

EL PASO AND PUEBLO COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 30.17 | 12.92 |

ELEC0012-004 09/01/2021

PUEBLO COUNTY

| | Rates | Fringes |
|---------------------------|----------|----------|
| ELECTRICIAN | | |
| Electrical contract over | | |
| \$1,000,000..... | \$ 29.80 | 13.00+3% |
| Electrical contract under | | |
| \$1,000,000..... | \$ 24.85 | 13.00+3% |

 ELEC0068-001 06/01/2022

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
 JEFFERSON, LARIMER, AND WELD COUNTIES

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 41.30 | 17.87 |

 ELEC0111-001 09/01/2022

| | Rates | Fringes |
|------------------------------|----------|-------------|
| Line Construction: | | |
| Groundman..... | \$ 23.89 | 21.25%+7.35 |
| Line Equipment Operator..... | \$ 38.61 | 21.25%+7.35 |
| Lineman and Welder..... | \$ 53.61 | 24.25%+7.35 |

 ELEC0113-002 06/01/2022

EL PASO COUNTY

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 34.90 | 17.25 |

 ELEC0969-002 06/01/2019

MESA COUNTY

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 25.20 | 10.06 |

 ENGI0009-001 05/01/2021

| | Rates | Fringes |
|------------------------------|----------|---------|
| Power equipment operators: | | |
| Blade: Finish..... | \$ 31.37 | 12.35 |
| Blade: Rough..... | \$ 31.05 | 12.35 |
| Bulldozer..... | \$ 31.05 | 12.35 |
| Cranes: 50 tons and under.. | \$ 31.70 | 12.35 |
| Cranes: 51 to 90 tons..... | \$ 31.97 | 12.35 |
| Cranes: 91 to 140 tons..... | \$ 33.05 | 12.35 |
| Cranes: 141 tons and over... | \$ 35.17 | 12.35 |
| Forklift..... | \$ 30.67 | 12.35 |

| | | |
|---|----------|-------|
| Mechanic..... | \$ 31.20 | 12.35 |
| Oiler..... | \$ 30.29 | 12.35 |
| Scraper: Single bowl under 40 cubic yards..... | \$ 31.20 | 12.35 |
| Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls..... | \$ 31.37 | 12.35 |
| Trackhoe..... | \$ 31.20 | 12.35 |

IRON0024-003 12/01/2021

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 31.00 | 24.59 |
| Structural | | |

LABO0086-001 05/01/2009

| | Rates | Fringes |
|----------------|----------|---------|
| Laborers: | | |
| Pipelayer..... | \$ 18.68 | 6.78 |

PLUM0003-005 06/01/2022

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER AND WELD COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 46.58 | 19.29 |

PLUM0058-002 07/01/2022

EL PASO COUNTY

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 42.20 | 16.69 |

PLUM0058-008 07/01/2022

PUEBLO COUNTY

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 42.20 | 16.69 |

PLUM0145-002 07/01/2022

MESA COUNTY

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Plumbers and Pipefitters.....\$ 36.47 14.82

 PLUM0208-004 06/02/2022

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
 JEFFERSON, LARIMER AND WELD COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| PIPEFITTER..... | \$ 42.65 | 16.97 |

 * SHEE0009-002 07/01/2022

| | Rates | Fringes |
|-------------------------|----------|---------|
| Sheet metal worker..... | \$ 37.17 | 20.05 |

 TEAM0455-002 07/01/2022

| | Rates | Fringes |
|----------------------------|----------|---------|
| Truck drivers: | | |
| Pickup..... | \$ 24.71 | 4.67 |
| Tandem/Semi and Water..... | \$ 25.34 | 4.67 |

 * SUCO2001-006 12/20/2001

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 17.60 | |

Carpenters:

| | | |
|------------------------------|----------|------|
| Form Building and Setting... | \$ 16.97 | 2.74 |
| All Other Work..... | \$ 15.14 | 3.37 |

Cement Mason/Concrete Finisher...\$ 17.31 2.85

IRONWORKER, REINFORCING.....\$ 18.83 3.90

Laborers:

| | | |
|----------------|-------------|------|
| Common..... | \$ 11.22 ** | 2.92 |
| Flagger..... | \$ 8.91 ** | 3.80 |
| Landscape..... | \$ 12.56 ** | 3.21 |

Painters:

| | | |
|----------------------------|----------|------|
| Brush, Roller & Spray..... | \$ 15.81 | 3.26 |
|----------------------------|----------|------|

Power equipment operators:

| | | |
|-----------------------|----------|------|
| Backhoe..... | \$ 16.36 | 2.48 |
| Front End Loader..... | \$ 17.24 | 3.23 |
| Skid Loader..... | \$ 15.37 | 4.41 |

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

=====
** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination

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

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

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

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

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

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

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

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

Administrative Review Board
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 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

WAGE DECISION - HIGHWAY

"General Decision Number: CO20220008 07/01/2022

Superseded General Decision Number: CO20210008

State: Colorado

Construction Type: Highway

Counties: El Paso, Pueblo and Teller Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | |
|--|--|
| <p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p> | <p>. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</p> |
| <p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p> | <p>. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</p> |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/07/2022 |
| 1 | 02/18/2022 |

2 02/25/2022
 3 07/01/2022

ELEC0012-009 09/01/2021

PUEBLO COUNTY

| | Rates | Fringes |
|------------------|----------|----------|
| ELECTRICIAN..... | \$ 29.80 | 13.00+3% |

 * ELEC0113-009 06/01/2022

EL PASO AND TELLER COUNTIES

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 34.90 | 17.25 |

 ENGI0009-009 05/01/2021

| | Rates | Fringes |
|--|----------|---------|
| POWER EQUIPMENT OPERATOR: | | |
| (3)-Drill Rig Caisson (smaller than Watson 2500 and similar)..... | \$ 31.05 | 12.35 |
| (4)-Crane (50 tons and under)..... | \$ 31.70 | 12.35 |
| (5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons)..... | \$ 31.97 | 12.35 |
| (6)-Crane (91-140 tons)..... | \$ 33.05 | 12.35 |

 * SUCO2011-003 09/15/2011

| | Rates | Fringes |
|---|-------------|---------|
| CARPENTER | | |
| Excludes Form Work..... | \$ 24.15 | 6.25 |
| Form Work Only | | |
| El Paso, Teller..... | \$ 19.06 | 5.84 |
| Pueblo..... | \$ 19.00 | 5.88 |
| CEMENT MASON/CONCRETE FINISHER | | |
| El Paso, Teller..... | \$ 17.36 | 3.00 |
| Pueblo..... | \$ 17.74 | 3.00 |
| FENCE ERECTOR..... | \$ 13.02 ** | 3.20 |
| GUARDRAIL INSTALLER..... | \$ 12.89 ** | 3.20 |
| HIGHWAY/PARKING LOT STRIPING:Painter..... | \$ 12.62 ** | 3.21 |
| IRONWORKER, REINFORCING (Excludes Guardrail Installation) | | |
| El Paso, Teller..... | \$ 20.49 | 1.65 |
| Pueblo..... | \$ 16.69 | 5.45 |
| IRONWORKER, STRUCTURAL | | |

| | | |
|--|-------------|------|
| (Excludes Guardrail Installation)..... | \$ 18.22 | 6.01 |
| LABORER | | |
| Asphalt Raker..... | \$ 17.54 | 3.16 |
| Asphalt Shoveler..... | \$ 21.21 | 4.25 |
| Asphalt Spreader..... | \$ 18.58 | 4.65 |
| Common or General | | |
| El Paso..... | \$ 17.05 | 3.69 |
| Pueblo..... | \$ 16.29 | 4.25 |
| Teller..... | \$ 16.88 | 3.61 |
| Concrete Saw (Hand Held).... | \$ 16.29 | 6.14 |
| Landscape and Irrigation.... | \$ 12.26 ** | 3.16 |
| Mason Tender- | | |
| Cement/Concrete..... | \$ 16.29 | 4.25 |
| Pipelayer..... | \$ 18.72 | 3.24 |
| Traffic Control (Flagger).... | \$ 9.55 ** | 3.05 |
| Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers)..... | | |
| | \$ 12.43 ** | 3.22 |
| PAINTER (Spray Only)..... | \$ 16.99 | 2.87 |
| POWER EQUIPMENT OPERATOR: | | |
| Asphalt Laydown..... | \$ 22.67 | 8.72 |
| Asphalt Paver..... | \$ 21.50 | 3.50 |
| Asphalt Roller | | |
| El Paso..... | \$ 24.42 | 6.96 |
| Pueblo..... | \$ 23.67 | 9.22 |
| Teller..... | \$ 24.42 | 6.96 |
| Asphalt Spreader..... | \$ 22.67 | 8.72 |
| Backhoe/Trackhoe | | |
| El Paso..... | \$ 23.31 | 5.61 |
| Pueblo..... | \$ 21.82 | 8.22 |
| Teller..... | \$ 23.32 | 5.50 |
| Bobcat/Skid Loader..... | \$ 15.37 | 4.28 |
| Boom..... | \$ 22.67 | 8.72 |
| Broom/Sweeper | | |
| El Paso, Teller..... | \$ 23.43 | 8.04 |
| Pueblo..... | \$ 23.47 | 9.22 |
| Bulldozer | | |
| El Paso..... | \$ 26.56 | 7.40 |
| Pueblo, Teller..... | \$ 26.11 | 6.92 |
| Drill..... | \$ 17.59 | 3.45 |
| Forklift..... | \$ 15.91 | 4.68 |
| Grader/Blade | | |
| El Paso..... | \$ 22.83 | 8.72 |
| Pueblo..... | \$ 23.25 | 6.98 |
| Teller..... | \$ 23.22 | 8.72 |
| Guardrail/Post Driver..... | \$ 16.07 | 4.41 |
| Loader (Front End) | | |
| El Paso..... | \$ 23.61 | 7.79 |
| Pueblo..... | \$ 21.67 | 8.22 |
| Teller..... | \$ 23.50 | 7.64 |
| Mechanic | | |
| El Paso..... | \$ 22.35 | 6.36 |
| Pueblo..... | \$ 24.02 | 8.43 |
| Teller..... | \$ 22.16 | 6.17 |
| Oiler | | |

| | | |
|---|-------------|------|
| El Paso..... | \$ 23.29 | 7.48 |
| Pueblo..... | \$ 23.13 | 7.01 |
| Teller..... | \$ 22.68 | 7.11 |
| Roller/Compactor (Dirt and Grade Compaction) | | |
| El Paso..... | \$ 16.70 | 3.30 |
| Pueblo,Teller..... | \$ 18.43 | 4.62 |
| Rotomill..... | \$ 16.22 | 4.41 |
| Scraper..... | \$ 24.28 | 4.83 |
| Screed | | |
| El Paso, Teller..... | \$ 25.22 | 5.74 |
| Pueblo..... | \$ 23.67 | 9.22 |
| Tractor..... | \$ 13.13 ** | 2.95 |

TRUCK DRIVER

| | | |
|--|-------------|------|
| Distributor | | |
| El Paso, Teller..... | \$ 17.98 | 3.97 |
| Pueblo..... | \$ 18.35 | 3.85 |
| Dump Truck | | |
| El Paso, Teller..... | \$ 16.85 | 4.83 |
| Pueblo..... | \$ 16.87 | 4.79 |
| Lowboy Truck..... | \$ 17.25 | 5.27 |
| Mechanic..... | \$ 26.69 | 3.50 |
| Multi-Purpose Specialty & Hoisting Truck..... | | |
| | \$ 17.27 | 3.71 |
| Pickup and Pilot Car..... | \$ 13.93 ** | 3.68 |
| Semi/Trailer Truck..... | \$ 16.00 | 2.60 |
| Truck Mounted Attenuator.... | \$ 12.43 ** | 3.22 |
| Water Truck | | |
| El Paso..... | \$ 17.24 | 4.15 |
| Pueblo..... | \$ 20.93 | 4.98 |
| Teller..... | \$ 17.31 | 4.07 |

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

=====

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$15.00) or 13658
(\$11.25). Please see the Note at the top of the wage
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

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

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

 WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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Washington, DC 20210

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=====

END OF GENERAL DECISION"

WAGE DECISION - BUILDING

"General Decision Number: CO20220022 11/04/2022

Superseded General Decision Number: CO20210022

State: Colorado

Construction Type: Building

County: El Paso County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | |
|---|--|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract. \| . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract. \| . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on |

| that contract in 2022. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/07/2022 |
| 1 | 01/28/2022 |
| 2 | 02/18/2022 |
| 3 | 02/25/2022 |
| 4 | 05/06/2022 |
| 5 | 07/01/2022 |
| 6 | 07/08/2022 |
| 7 | 08/05/2022 |
| 8 | 08/12/2022 |
| 9 | 11/04/2022 |

ASBE0028-002 03/01/2022

| | Rates | Fringes |
|--|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)..... | \$ 32.98 | 15.47 |

ELEC0113-005 06/01/2022

| | Rates | Fringes |
|--|----------|---------|
| ELECTRICIAN (Includes Low Voltage Wiring)..... | \$ 34.90 | 17.25 |

ELEV0025-001 01/01/2022

| | Rates | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 49.74 | 36.885 |

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0009-017 05/01/2021

Rates Fringes

POWER EQUIPMENT OPERATOR
(Crane)

| | | |
|------------------------|----------|-------|
| 141 tons and over..... | \$ 35.17 | 12.35 |
| 50 tons and under..... | \$ 31.70 | 12.35 |
| 51 to 90 tons..... | \$ 31.97 | 12.35 |
| 91 to 140 tons..... | \$ 33.05 | 12.35 |

IRON0024-009 12/01/2021

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 31.00 | 14.25 |

IRON0024-011 12/01/2021

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 31.00 | 14.25 |

PAIN0079-009 08/01/2017

| | Rates | Fringes |
|----------------------|----------|---------|
| PAINTER (Spray)..... | \$ 20.50 | 8.41 |

PLAS0577-002 05/01/2020

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 29.00 | 12.95 |

PLUM0058-003 07/01/2022

| | Rates | Fringes |
|--|----------|---------|
| PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation)..... | \$ 37.70 | 16.69 |

PLUM0058-004 07/01/2022

| | Rates | Fringes |
|--|----------|---------|
| PIPEFITTER, Includes HVAC Pipe Installation (Excludes HVAC Duct and Unit Installation)..... | \$ 37.70 | 16.69 |

SFCO0669-002 04/01/2022

| | Rates | Fringes |
|--|----------|---------|
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 41.46 | 25.84 |

* SHEE0009-009 07/01/2022

| | Rates | Fringes |
|--|----------|---------|
| SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes HVAC Pipe and Unit Installation)..... | \$ 37.17 | 20.05 |

 * SUCO2013-008 07/31/2015

| | Rates | Fringes |
|--|-------------|---------|
| BRICKLAYER..... | \$ 21.96 | 0.00 |
| CARPENTER..... | \$ 22.63 | 6.98 |
| LABORER: Common or General..... | \$ 13.40 ** | 1.40 |
| LABORER: Mason Tender - Brick... | \$ 15.99 | 0.00 |
| LABORER: Mason Tender - Cement/Concrete..... | \$ 16.00 | 0.00 |
| LABORER: Pipelayer..... | \$ 16.96 | 3.68 |
| OPERATOR: Backhoe/Excavator/Trackhoe..... | \$ 20.26 | 8.62 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader..... | \$ 18.58 | 2.42 |
| OPERATOR: Grader/Blade..... | \$ 21.50 | 0.00 |
| PAINTER (Brush and Roller)..... | \$ 17.20 | 0.00 |
| ROOFER..... | \$ 16.71 | 0.00 |
| SHEET METAL WORKER (HVAC Unit Installation Only)..... | \$ 24.00 | 2.18 |
| TRUCK DRIVER: Dump Truck..... | \$ 17.34 | 0.00 |

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

=====
 ** Workers in this classification may be entitled to a higher
 minimum wage under Executive Order 14026 (\$15.00) or 13658
 (\$11.25). Please see the Note at the top of the wage
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 solicitation was issued) on or after January 1, 2017. If this
 contract is covered by the EO, the contractor must provide
 employees with 1 hour of paid sick leave for every 30 hours
 they work, up to 56 hours of paid sick leave each year.
 Employees must be permitted to use paid sick leave for their
 own illness, injury or other health-related needs, including
 preventive care; to assist a family member (or person who is
 like family to the employee) who is ill, injured, or has other
 health-related needs, including preventive care; or for reasons
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 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |
| 0003 | Destination | Government | Destination | Government |
| 0004 | Destination | Government | Destination | Government |
| 0005 | Destination | Government | Destination | Government |
| 0006 | Destination | Government | Destination | Government |
| 0007 | Destination | Government | Destination | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|------|---------------|----------|--|---------------|
| 0001 | 1100 dys. ANP | 1 | COE PROGRAMS MANAGEMENT BRANCH CENWO-PPMD-INVOICES USA, OMAHA CENWO-PM-P 1616 CAPITOL AVE OMAHA NE 68102-4901 402-995-2800 FOB: Destination | 966752 |
| 0002 | 1100 dys. ANP | 1 | (SAME AS PREVIOUS LOCATION) FOB: Destination | 966752 |

| | | | | |
|------|---------------|---|---|--------|
| 0003 | 1100 dys. ANP | 1 | (SAME AS PREVIOUS LOCATION) FOB: Destination | 966752 |
| 0004 | 1100 dys. ANP | 1 | (SAME AS PREVIOUS LOCATION) FOB: Destination | 966752 |
| 0005 | 1100 dys. ANP | 1 | (SAME AS PREVIOUS LOCATION) FOB: Destination | 966752 |
| 0006 | 1100 dys. ANP | 1 | (SAME AS PREVIOUS LOCATION) FOB: Destination | 966752 |
| 0007 | 1100 dys. ANP | 1 | (SAME AS PREVIOUS LOCATION) FOB: Destination | 966752 |

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions

OCT 2005