



(Construction, Alteration, or Repair)

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>
<div>CODE</div> <div>FACILITY CODE</div>		<div>See Item 14</div>

AMOUNTS	SEE SCHEDULE OF PRICES
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*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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21. ITEMS ACCEPTED:

24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	<b>ITEM</b>	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)
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26. ADMINISTERED BY	CODE		27. PAYMENT WILL BE MADE BY:	CODE	

<input type="checkbox"/> <b>28. NEGOTIATED AGREEMENT</b> <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> 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.	<input type="checkbox"/> <b>29. AWARD</b> <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award constitutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE PRICE FFP Price for the entire work for MILCON P-1097 in accordance with the drawings and specifications, but excluding work described in Contract Line Items (CLIN) 0002. FOB: Destination		Each		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Option 1 FFP Price for the demolition work, in accordance with the drawings and specifications. FOB: Destination		Each		
					<hr/>
NET AMT					

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A

## Section 00 21 16 - Instructions to Proposers

INSTRUCTIONS TO OFFERORS

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## 1. GENERAL

## 1.1 GENERAL OVERVIEW OF PROCUREMENT PROCESS

1.1.1 This acquisition is being solicited on an unrestricted basis, with Full and Open Competition.

1.1.2 The NAICS code for this procurement is 237990 and the size standard is \$45,000,000.

1.1.3 In accordance with DFARS 236.204(ii), the magnitude of construction for this project is between \$10,000,000 and \$25,000,000.

1.1.4 This solicitation is formatted as a Request for Proposal according to FAR Part 15. This method permits evaluation of proposals based on price competition, technical merit and other factors; permits impartial and comprehensive evaluation of offerors' proposals; permits discussions if necessary; and ensures selection of the source whose performance provides the best value to the Government.

## 1.2 GENERAL OVERVIEW OF CONTRACT

Description of Work:

The proposed project of relocating the Underwater Electromagnetic Measurement System (UEMMS) is for Building 109B of Naval Submarine Base New London in Connecticut. The contractor shall provide all material, labor, transportation, tools, equipment, management, supervision and quality control necessary for project: construct a steel fabricated three-level platform, approximately 20' x 20', supported by four steel piles in the Thames River at Groton, Connecticut; water depth approx. 15-20 feet deep. The platform design/construction package will be provided by the government. Structure will include a weather and corrosion resistant room on the third deck which will support and house electrical equipment for an underwater sensor array. Contractor must also arrange for the construction and connection of two composite submarine cables supporting power and communications from the Sensor Array Control Building on the New London side of the river. Both composite cables will be installed together by jet-plow method four-feet into the river bottom and protected by concrete matting. Design and construction of the corresponding sensor array will be by others. Additionally, option to complete demolition, including pile extraction, of the existing four pile platform, in an out-year requiring remobilization.

## 2. BASIS FOR AWARD

2.1 The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the proposal determined to represent the best value—the proposal most advantageous to the Government, price and other factors considered.

2.2 As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer 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 Contracting Officer 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.

2.3 The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.

2.4 As stated in the solicitation, all technical factors when combined are of equal importance to the performance confidence assessment (past performance) rating; and all technical factors and the performance confidence assessment (past performance) rating, when combined are approximately equal to price.

2.5 Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal. The evaluation report must document the evaluation board's assessment of the identified weakness(s) and the associated risk to successful contract performance resulting from the weakness(s). This assessment must provide the rationale for proceeding to award without discussions.

## 3. EVALUATION FACTORS FOR AWARD

1. The solicitation requires the evaluation of price and the following non-cost/price factors:

- Factor 1 – Corporate Experience
- Factor 2 – Management Approach and Schedule
- Factor 3 – Safety

Factor 4 – Past Performance  
Factor 5 – Small Business Utilization

The distinction between experience and past performance is that experience pertains to the volume of work completed by a contractor that are comparable to the types of work described under the definition of recent, relevant projects, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

2. The relative order of importance of the non-cost/price evaluation factors is the technical factors (Factors 1, 2, 3, and 5) are of approximately equal importance to each other and, when combined are approximately equal in importance to the past performance evaluation/performance confidence assessment factor (Factor 4). When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment factor combined (i.e., the non-cost/price evaluation factors) are approximately equal to price.

The importance of price will increase if the Offerors' non-cost/price proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of a non-cost/price proposal's superiority to the Government. Award will be made to the responsible Offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, price and non-price factors considered.

3. Basis of Evaluation and Submittal Requirements for Each Factor.

(a) Price:

(1) Solicitation Submittal Requirements:

Price shall be submitted on the Price Proposal Form included in the solicitation. The offeror shall submit one (1) electronic copy marked original via PIVE, one (1) hard copy marked copy and one (1) CD of the solicitation submittal requirements identified below. In case of variation, the original electronic copy proposal takes precedence over hard copies. Also, price information included in the non-price/technical proposal will not be considered. Likewise, non-price/technical information included in the price proposal will not be considered.

The offeror is required to submit a complete Price Proposal Form that includes completion of all contract line items numbers (CLINs). Pricing information is not required to be completed under Section 00 10 00 – Solicitation Contract Form in SF 1442. All required proposal documents shall be submitted in accordance with FAR 15.208.

All submissions shall include the following:

- Cover page with solicitation number, solicitation title, offeror name, address, phone number, fax number, Unique Entity Identifier (UEI), CAGE code, Point of Contact (POC), POC phone number, and POC email address;
- Completed SF 1442 signed with all amendments acknowledged;
- Price Proposal Form;
- Copy of Representation and Certifications and proof of registration in System for Award Management (SAM)<sup>1</sup>;
- Confirmation of filing of Veterans' Employment and Training (VETS) VETS-4212 for the 2020/2021 filing cycle;
- Bid Guarantee in accordance with FAR Clause 52.228-1, Bid Guarantee. Amount shall be at least 20 percent of the proposed price, but shall not exceed \$3 million; and
- Responsibility Determination Information (see below).
- Small Business Subcontracting Plan (if proposing as a large business)

NOTE 1: A small business joint venture offeror must submit, with its offer, the representation required in paragraph (c) of FAR solicitation provision 52.212-3, Offeror Representations and Certifications-Commercial Products and

Commercial Services, and paragraph (c) of FAR solicitation provision 52.219-1, Small Business Program Representations, in accordance with 52.204-8(d) and 52.212-3(b) for the following categories:

- (A) Small business;
- (B) Service-disabled veteran-owned small business;
- (C) Women-owned small business (WOSB) under the WOSB Program;
- (D) Economically disadvantaged women-owned small business under the WOSB Program; or
- (E) Historically underutilized business zone small business.

Note: Price information included in the non-price/technical proposal will not be considered. Likewise, non-price/technical information included in the price proposal will not be considered.

#### **ADDITIONAL INFORMATION TO BE SUBMITTED WITH PRICE PROPOSAL PACKAGE:**

**RESPONSIBILITY DETERMINATION INFORMATION** – In order to be eligible for award, the offeror must be determined responsible in accordance with FAR Part 9, specifically FAR 9.104-1, General Standards. In a separate tab, the offeror shall provide the following information in the price proposal package:

1. One (1) signed bank reference demonstrating adequate financial resources. If offeror's firm has a line of credit – provide information on how many figures offeror can borrow against the line of credit (ex: "medium 6 figures" – exact line of credit is not required).
2. The offeror shall provide the latest three complete fiscal year financial statements for the prime contractor, certified by an independent accounting firm, if practicable, or signed by an authorized officer of the organization. Submit evidence of availability of working/operating capital, which will be used for the performance of the resultant contract. For Joint Venture arrangements, submit the latest three complete fiscal year financial statements for each company in the Joint Venture and discuss the financial responsibilities among the companies. The Government may also utilize Dun & Bradstreet reports to evaluate the financial capacity of the offeror.
3. Description of offeror's facilities and equipment.
4. Other offeror's work presently under contract.

Although required to be submitted with offeror's price proposal, this information will not be evaluated as part of the price proposal. This information forms the basis of your firm's responsibility determination should your firm be considered for award. Proposal packages from unsuccessful offerors will not be returned to the offeror, but shall be destroyed by the Contracting Officer. No certificate of destruction will be issued.

#### **5. SMALL BUSINESS SUBCONTRACTING PLAN (April 2020) (REFERENCE FAR 52.219-9 ALT II AND DFARS 252.219-7003) INFORMATION.**

In accordance with FAR 19.7, all other than small businesses shall submit a Small Business Subcontracting Plan (SBSP) utilizing the template provided as Attachment G. Acceptability of the SBSP will be considered a responsibility matter. The SBSP will not be evaluated or rated by the SSEB, but reviewed by a Small Business Professional/Authorized Representative and the Contracting Officer for acceptability. The SBSP shall be negotiated and/or accepted within the time specified by the Contracting Officer. Failure to negotiate an acceptable subcontracting plan within the time limit prescribed by the Contracting Officer will render the offeror ineligible for award of the contract. The SBSP will be incorporated into the resulting contract.

NAVFAC's 2022 command-wide small business subcontracting targets are shown below. These may be higher or lower than percentages that would represent realistic, challenging, small business subcontracting goals for this acquisition consistent with efficient and effective performance of the contract. These targets are based on a

percentage of total planned subcontract dollars. These goals will be incorporated into the solicitation pending the completion of the 2023 Small Business Subcontracting goals.

Small Business (SB)	40%
Small Disadvantaged Business (SDB)	5%
HUBZone SB	3%
Woman-Owned Small Business (WOSB)	9%
Veteran-Owned Small Business (VOSB)	3%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	3%

The SBSP shall be consistent with the commitments offered in the Small Business Utilization and Participation factor. In accordance with DFARS 215.304(c)(i), when an evaluation assesses the extent that small businesses are specifically identified in proposals, those small businesses considered in the evaluation shall be listed in the SBSP.

Please note that SBSP goals and the participation rates provided in the Small Business Participation Commitment Document (SBPCD) WILL NOT be the same. The participation rates within the SBPCD are provided as percentages of the total contract value; subcontract plan goals are provided as a percentage of planned subcontracting dollars. While the percentages will differ, the types of products/services identified in the SBSP, should be the same as those products/services identified in the SBPCD. Likewise, the planned small business subcontract dollars in the SBSP will be equal to (or in some cases greater than) the extent of small business participation identified in the SBPCD.

Although required to be submitted with offeror's price proposal, this information will not be evaluated as part of the price proposal. This information forms the basis of your firm's responsibility determination should your firm be considered for award. Proposal packages from unsuccessful offerors will not be returned to the offeror, but shall be destroyed by the Contracting Officer. No certificate of destruction will be issued.

## (2) Basis of Evaluation:

The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section 00 10 00 of the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

## (b) Non-cost/price Factors:

The offeror shall submit one (1) electronic copy marked original via PEEE, one (1) hard copy marked copy and one (1) CD of the solicitation submittal requirements identified below. In case of variation, the original electronic copy proposal takes precedence over hard copies. All submissions shall include the following:

- Cover page with solicitation number, solicitation title, offeror name, address, phone number, fax number, UEI, CAGE code, Point of Contact (POC), POC phone number, and POC email address;
- Refer to individual factors for page limitations. Pages that exceed indicated page limitations shall not be evaluated.



- One – CD ROM with one complete electronic copy of the technical proposal factors as a single.pdf searchable file with Section bookmarks. CD-ROM shall be include with the hard copy technical submission. If there are any conflicts between hard copies and/or electronic copies, the “Original” electronic submission will govern.

Note: If proposing as a Joint-Venture (JV), please submit the POC, UEI, and CAGE Code for each JV partner.

Note: Price information included in the non-price/technical proposal will not be considered. Likewise, non-price/technical information included in the price proposal will not be considered.

**(1) Factor 1 – Recent, Relevant Experience of the Firm (Corporate Experience):**

**(i) Solicitation Submittal Requirements:**

Submit a minimum of two (2) up to a maximum of five (5) relevant construction projects your firm has performed (similar in size, scope and complexity to RFP). Offeror must collectively demonstrate experience with two types of projects: At least 1 New Construction of In-Water Steel Structures and at least 1 electrical/telecommunications project, all meeting the size, scope/complexity requirements described below. The Offeror<sup>1</sup> may submit experience demonstrated when it performed as a subcontractor. Additionally, the Offeror may submit the experience of a proposed subcontractor intended to perform under this contract as long as the submitted project meets the size/scope/complexity requirements, the proposal clearly identifies the meaningful involvement of the proposed subcontractor in the performance of this contract, and a signed letter of commitment between the offeror and subcontractor is provided. Recent projects are defined as having been 100% completed within the last fifteen (15) years prior to the submission due date.

For purposes of this procurement, relevant projects are further defined as:

Size/Scope/Complexity:

**1.) In-water Steel Structures:**

Size: A minimum of 1,000 total square feet of platform/deck area.

Scope/Complexity: New construction of an in-water, pile-supported structure.

**2.) Electrical/Telecommunications:**

Size: N/A

Scope/Complexity: Experience with facility telecommunications that include installation of communications and electrical equipment to include: fire alarm, transformers, electrical and fiber optics)

Note: In accordance with 13 CFR 125.2(g), small business Offerors may utilize the experience of a small business first-tier subcontractor(s) to demonstrate experience under this evaluation factor if that small business Offeror cannot independently satisfy the experience requirement as defined above. In order to utilize the experience of a small business first-tier subcontractor(s), the offeror must specifically identify the proposed small business first-tier contractor(s) in its proposal in accordance with this Factor. The Government notes that 13 CFR 125.2(g) is specific to only small business Offerors and named small business first-tier subcontractors. As such, the small business Offeror is not permitted to use the experience of a large business subcontractor or large business corporate affiliate in place of its own if the small business Offeror cannot independently satisfy the experience requirement as defined above. Projects submitted that only include horizontal or civil site work will not be considered relevant.

The offeror's body of submitted work, considered as a whole, will be reviewed to determine if it possesses all of the scope and complexity characteristics listed above. Scope will only be satisfied on projects that are considered relevant in terms of size and complexity. Complexity will only be satisfied on projects that are considered relevant in terms of size and scope.

Ensure that the project description clearly identifies whether or not the project is new construction, provides the final construction cost, and address how the project meets the scope/complexity.

Projects submitted for the offeror shall have been completed within the past fifteen (15) years from the date of issuance of this RFP. Projects which are not complete as of the date of issuance of this RFP will be considered “Not Relevant”. Additionally, projects completed prior to fifteen (15) years from the date of issuance of this RFP will be considered “Not Relevant.”

A project is defined as a construction project performed under a single task order or contract. For multiple award and indefinite delivery/indefinite quantity type contracts, the contract as a whole shall not be submitted as a project; rather, offerors shall submit the work performed under a task order as a project. The submission of a multiple award and/or indefinite delivery/indefinite quantity type contract as a whole will be considered Not Relevant.

The attached Construction Experience Project Data Sheet (Attachment C) is MANDATORY and SHALL be used to submit project information. If the same project is being used to demonstrate construction and design experience, submit separate Project Data Sheets for construction and design, or the Government reserves the right not to consider the project. Except as specifically requested, the Government will not consider information submitted in addition to this form nor will the Government consider submissions via any other medium. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one (1) double-sided page (or two (2) single-sided pages). Information beyond this page limit will not be considered.

If the offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects may be submitted for the Joint Venture members. Offerors who fail to submit experience for all Joint Venture members may be rated lower. Offerors are still limited to a total of five (5) projects combined. Offerors may submit experience where a member of the JV performed as a JV with another entity, but must clearly demonstrate how its work on that project met size, scope, and complexity, as defined above. Likewise, offerors that are not submitting as a JV may submit a project where it performed as a JV with another entity, but must clearly demonstrate how its work on that project met size, scope, and complexity, as defined above. Offerors are still limited to a total of five (5) projects combined.

For a JV, the offeror shall submit the signed JV agreement. For an 8(a) Mentor-Protégé Joint Venture, the offeror shall submit the signed, and U.S. Small Business Administration (SBA) approved, Mentor-Protégé agreement.

If an offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement by clearly describing the role that firm will have in the performance of the contract. If meaningful involvement is not demonstrated, experience of the affiliate/subsidiary/parent firm will not be considered.

(ii) Basis of Evaluation:

The basis of evaluation will include the Offeror’s demonstrated experience and depth of experience in performing relevant construction as defined in the solicitation submittal requirements. The assessment of the Offeror’s relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. The Government will only review the first five projects submitted for Construction Experience. Any projects submitted in excess of the five (5) for Construction Experience will not be considered.

Offerors who submit multiple relevant projects that demonstrate experience with underwater communications cables or power cables or pile supported over water structures may be considered more favorably

**(2) Factor 2 – Management Approach and Schedule:**

(i) Solicitation Submittal Requirements:

Submit a narrative work plan and summary level project schedule that describe your approach to managing the project and ensuring adherence to the project schedule. Both the schedule and narrative must address the execution of the base project and all options, as defined in the RFP.

The narrative work plan shall address major elements of work and demonstrate understanding of the scope, all phases and major milestones, technical complexities, and construction schedule required to achieve the work as identified in the specifications. Identify activities that may affect the project timeline, including other/off site work activities. In addition, the plan shall address the following technical complexities:

- a) Strategy for procuring long lead equipment, to include composite cable and transformers; and
- b) In-water work, specifically including pile installation and pile extraction;

The project schedule shall illustrate the offeror's ability to achieve or improve on the contract completion date set out in the RFP (394 calendar days, including 15 days for bond approval; and an extra 67 calendar days if the option is exercised). Identify the overall completion time for this project, as well as interim completion times (including each sequence of work as identified in the RFP) and key milestones for sequences as required to complete construction. If a realistic duration shorter than specified in the RFP is proposed, the proposed duration will be incorporated into the resultant contract. The schedule shall demonstrate an understanding of the work, a logical sequence of events to accomplish the work, and contain enough information to identify all of the major milestones, as defined in the RFP.

The schedule shall be based on a contract award date of June 15, 2023. This date is for proposal purposes only and is not intended to indicate an anticipated/planned award date.

The narrative shall not exceed five (5) double-sided (or ten (10) single-sided) 8-1/2" x 11" pages. Provide the summary level schedule, documenting any multiple critical paths, in 11" x 17" pages and in an Adobe PDF file. There is no page limit on the summary level schedule.

(ii) Basis of Evaluation:

Offerors will be evaluated on the extent to which they demonstrate a clear understanding of the requirements of the RFP. A narrative work plan that identifies areas of risk in logistics and resource management, and provides a comprehensive contingency plan that addresses mitigation of any identified risks with potential solutions, may be considered more favorably. A schedule that proposes a contract duration shorter than the duration indicated in the RFP may be considered more favorably. A proposal that contains a schedule proposing contract duration longer than indicated in the RFP will be rated UNACCEPTABLE.

NOTE: If a realistic duration shorter than specified in the RFP is proposed, the proposed duration will be incorporated into the resultant contract.

(3) **Factor 3 – Safety:**

(i) Solicitation Submittal Requirements:

The Offeror shall submit the following information: The Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate; and Total Case Rate (TCR) for the specified five (5) Calendar Years (CY), as well as a safety narrative, as described further below. For a partnership or joint venture, the Offeror shall submit separate DART rates and TCR for the specified five (5) CY for each contractor who is part of the partnership/joint venture; however, only one safety narrative is required. Any fatalities experienced within this 5-year timeframe must be explained in detail, to include root cause and corrective actions.

**NOTE:** DART and TCR shall not be submitted for subcontractors

1. DART Rate: Submit five (5) previous complete calendar years' [CY2018, CY2019, CY2020, CY2021, and CY2022] worth of data (not an overall average). If the Offeror has no DART rate, for any year, affirmatively state so

and explain why. Should a negative trend occur above moderate risk levels, an acceptable/detailed explanation is required that includes any corrective actions taken for improvement.

a. DART cases include injuries or illnesses resulting in death, days away from work, and/or restricted work or transfer to another job days beyond the day of injury/illness.

b. Calculation of DART rate: Multiply the total number of DART cases by 200,000, and then divide by the number of employee labor hours worked.

$$\text{DART RATE} = \frac{\text{Number of DART Incidents} \times 200,000}{\text{Total Number of Employee Labor Hours Worked}}$$

2. TCR Rate: Submit five (5) previous complete calendar years' [CY2018, CY2019, CY2020, CY2021, and CY2022] worth of data (not an overall average). If the Offeror has no TCR rate, for any year, affirmatively state so and explain why. Should a negative trend occur above moderate risk levels, an acceptable/detailed explanation is required that includes any corrective actions taken for improvement.

a. TCR cases include injuries or illnesses resulting in death, days away from work, restricted work or transfer to another job days beyond the day of injury/illness, medical treatment beyond first aid, or loss of consciousness.

b. Calculation of TCR rate: Multiply the total number of TCR incidents by 200,000, and then divide by the number of employee labor hours worked.

$$\text{TCR RATE} = \frac{\text{Number of TCR Incidents} \times 200,000}{\text{Total Number of Employee Labor Hours Worked}}$$

3. Technical Approach to Safety: Submit a narrative that addresses the following:

a. Describe the Offeror's approach to implementing and executing a Safety Management System (SMS) including Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS.

b. Describe the evaluation process used to select potential subcontractors.

c. Describe the processes of how the Offeror will oversee safety compliance of subcontractors at all levels throughout performance of the contract (to include the Offeror's own in-house workforce).

d. The Technical Approach to Safety narrative shall be limited to two (2) single-sided pages or one (1) double-sided page.

4. The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), etc.

(ii) Basis of Evaluation:

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The evaluation will collectively consider the DART rate, TCR, Technical Approach to Safety, and other sources of information available to the Government as part of such collective evaluation. The board will evaluate the DART rates and TCR to determine if the Offeror has demonstrated a history of safe work practices taking into account any negative trends and extenuating circumstances that impact the rating.

1. DART Rate: The board will evaluate trends over the last five years considering changes that take it from one risk level (or more) to the next up or down. Negative trends occurring above moderate risk levels require the offeror to provide a detailed explanation that includes any corrective actions taken for improvement.

a. Missing data without an explanation is considered a deficiency.

b. Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) would indicate a strength.

c. An increasing DART rate trend could be considered a weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk EHR)) if an acceptable explanation is not provided for any trends that rise above Moderate.

d. This chart correlates the DART rate to the level of risk:

<u>Risk</u>	<u>DART Rate</u>
Very Low Risk	Less Than 1.0
Low Risk	From 1.0 to 1.99
Moderate Risk	From 2.0 to 2.99
High Risk	From 3.0 to 4.0
Extremely High Risk	Greater than 4.0

2. TCR Rate: The board will evaluate trends over the last five years considering changes that take it from one risk level (or more) to the next up or down. Negative trends occurring above moderate risk levels require the offeror to provide a detailed explanation that includes any corrective actions taken for improvement.

a. Missing data without an explanation is considered a deficiency.

b. Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) would indicate a strength.

c. An increasing TCR rate trend could be considered a weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk EHR)) if an acceptable explanation is not provided for any trends that rise above Moderate.

d. This chart correlates the TCR rate to the level of risk:

<u>Risk</u>	<u>TCR Rate</u>
Very Low Risk	Less Than 2.49
Low Risk	From 2.5 to 3.49
Moderate Risk	From 3.5 to 4.49
High Risk	From 4.5 to 5.99
Extremely High Risk	Greater than 6.0

3. The Technical Approach to Safety Narrative. To determine the degree to which the Offeror:

a. Describes a viable SMS that addresses elements; such as Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS.

b. Describes a methodical process of evaluating subcontractor's safety performance in their selection process.

c. Describes a logical management plan to hold themselves and their subcontractors accountable for adhering to the safety requirements of the contract.

d. The Technical Approach to Safety narrative shall be limited to two (2) single-sided pages or one (1) double-sided page. Information on pages beyond this will not be considered.

4. The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS),

Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), etc.

**(4) Factor 4 – Past Performance on Recent, Relevant Projects:**

**(i) Solicitation Submittal Requirements:**

Recent, relevant projects are determined within the requirements for Factor 1, Corporate Experience.

IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor (insert applicable factor number, usually Factor 1, and insert factor title, usually Corporate Experience). AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. 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 (Attachment D), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Leslie C. Moore at [leslie.c.moore11.civ@us.navy.mil](mailto:leslie.c.moore11.civ@us.navy.mil) prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Sources of Past Performance Information for evaluation that may be used are as follows:

- Past performance information provided by the offeror, as solicited;
- Past performance information obtained from questionnaires tailored to the circumstances of the acquisition; and
- Past performance information obtained from any other sources available to the Government, to include, but not limited to, Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; the Defense Contract Management Agency; and interviews with Program Managers, Contracting Officers, and Fee Determining Officials.

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

**A copy of the blank Past Performance Questionnaire to be used for requesting client references is included as Attachment D.**

**IMPORTANT:** It is the responsibility of the offeror to provide accurate points of contact for each identified contract and current telephone numbers and/or email addresses. Failure to provide requested data, accessible points of contact, or valid phone numbers could result in a firm being considered less qualified.

The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the offeror's references or the references' unwillingness to provide the information requested may affect the Government's evaluation of this factor. Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 1 – Corporate Experience. Offerors may also address any adverse past performance issues. Such explanations shall not exceed two (2) double-sided pages (or four (4) single-sided pages) in total.

## (ii) Basis of Evaluation:

This evaluation focuses on how well the offeror performed on the projects submitted under Factor 1 – Corporate Experience and past performance on other projects currently documented in known sources.

The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.); and
- Recency of tasks performed that are identical to, similar to, or related to the task at hand.

(5) **Factor 5 – Small Business Utilization:**

It is the policy of the Government to provide maximum practicable opportunities in its acquisitions to Small Business (SB) concerns, including Historically Underutilized Business Zone Small Business (HUBZone SB), Woman-Owned Small Business (WOSB), Small Disadvantaged Business (SDB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), and other small business concerns. Further, it is the policy of the Government that such concerns will have the maximum practicable opportunity to participate in contract performance consistent with its efficient performance.

This Factor assesses both the historical achievements in utilizing small business concerns and the proposed small business participation commitment for this requirement. The offeror is required to demonstrate its previous commitment to SBs through its record of past utilization of SBs and the level of commitment to small business if awarded a contract under this solicitation.

## (i) Solicitation Submittal Requirements:

1. **All** Offerors (both large **AND** small businesses) shall use Attachment E (Historical Small Business Utilization) to demonstrate their historical utilization of SBs. Each project submitted under Factor 1, Corporate Experience, shall be included on Attachment E. Failure to include each project submitted under Factor 1, Corporate Experience, on Attachment E, or the failure to fully complete Attachment E for each project may result in a deficiency. Information provided in a different format and/or on a form created by the offeror will not be evaluated. Attachments or addendums to Attachment E will **not** be evaluated. Only complete Attachment E. Offerors are permitted to expand portions of the form, as needed, to provide sufficient response. Instructions regarding how to complete Attachment E are included at the beginning of the attachment.
2. **All** Offerors (both large **AND** small businesses) shall use Attachment F (Small Business Participation Commitment Document (SBPCD)) to submit the following required information for evaluation of this factor:
  - To demonstrate commitment to use small business concerns in the performance of this contract, identify by name the subcontractors that will be used to support each specific small business category (i.e., SB, HUBZone SB, WOSB, SDB, VOSB, and SDVOSB). Identify the type and complexity of product/service to be subcontracted, and the type of commitment (i.e., teaming agreement, joint venture agreement, mentor protégé agreement, letter of commitment, etc.) with each subcontractor.
    - If subcontractors are not identified by name, offerors shall provide a detailed explanation why not identified. If firm written commitments with SBs are not in

place, offerors shall provide an explanation and rationale on the ability to achieve the proposed participation. (See Attachment F, paragraph 5)

- If the offeror does not intend to subcontract, provide a **detailed explanation** why subcontracting would not result in efficient contract performance. SBs intending to 100% self-perform are not required to provide an explanation. (See Attachment F, paragraph 6)
- To demonstrate maximum practicable participation of small businesses, identify **(in terms of dollar value and percentage of the total contract value)** the offeror's proposed small business participation. The minimum required small business participation (i.e. work to be performed by small business as the prime contractor and/or work to be performed by small business subcontractors) is **20%**. Offerors who are not able to meet the minimum total small business participation requirement of 20% (of the total contract value) shall provide a detailed explanation why the minimum total small business participation requirement cannot be achieved.
- Information provided in a different format and/or on a form created by the offeror will not be evaluated. Attachments or addendums to Attachment F will not be evaluated. Only complete Attachment F.
- Large business offerors may achieve the minimum total small business participation requirement through subcontracting to small businesses.
- Small business offerors may achieve the minimum total small business participation requirement through their own performance/participation as a prime as well as through a joint venture, teaming arrangement, and/or subcontracting with other small business concerns.

(ii) Basis of Evaluation:

The Government will evaluate the realism and likelihood of success in achieving the small business objectives of this acquisition based on the following:

1. The extent to which the offeror is able to demonstrate a history of supporting Government policies concerning the utilization of small business concerns (including all of the various socioeconomic categories of small business, HUBZone SB, WOSB, SDB, VOSB, SDVOSB) and the success in achieving goals established by subcontracting plans on prior contracts. For projects submitted for Factor 1, Experience, that did not have established small business goals, consideration will be given to the utilization of the small business concerns and the degree of usage of small business relative to the total contract value.

2. The extent to which the offeror has demonstrated an achievable commitment to use small businesses (including HUBZone SB, WOSB, SDB, VOSB, SDVOSB) in the performance of this contract within the SBPCD.

- The minimum small business participation requirement, through work performed by the small business prime and/or subcontracting with small businesses, shall meet or exceed **20%** of the total contract value, unless the offeror provides a reasonable and well-documented explanation for why the minimum **20%** small business participation requirement cannot be achieved.
  - Offerors that demonstrate a clear commitment to providing maximum practical opportunity to small businesses may be rated higher.
  - Proposing less than **20%** total small business participation requirement may result in a deficiency.



- Offerors that do not demonstrate clear commitment to providing maximum practical opportunity to small businesses may result in a deficiency.
- The SBPCD will be evaluated to determine the extent to which small business concerns are specifically identified by name and socioeconomic category in the document and the degree to which small business concerns (including HUBZone SB, WOSB, SDB, VOSB, and SDVOSB) will participate relative to the total contract value. The complexity and variety of the work small business concerns will perform and the degree of commitment to use named sources through formal teaming agreements, joint venture agreements, mentor protégé agreements, written/signed letters of /commitment, etc. will be evaluated to assess achievability of the commitment.
  - If no subcontractors are identified and a detailed explanation for why subcontractors are not identified with firm commitments **AND** the offerors ability to achieve the proposed small business participation is not provided, the offeror may be rated lower.
  - If the offeror does not intend to subcontract and a detailed explanation concerning why subcontracting would not result in efficient contract performance is not provided, the offeror may be rated lower. (Not applicable to SBs intending to 100% selfperform).

#### 4. PROPOSAL REQUIREMENTS

##### 4.1 PRE-PROPOSAL CONFERENCE AND SITE VISIT:

###### Site Visit at Fort Trumbull in New London, CT

Date: 23 February 2023

Time: 0900-1500

Meeting Location: Conference Center

Address: Fort Trumbull

90 Walbach Street

New London, CT 06320

###### Special Requirements:

All attendees will meet at the Conference Center (see attached Fort Trumbull Map). Please note, a boat ride is scheduled, weather permitting. Life jackets will be provided.

##### 4.2 PROPOSAL SUBMISSION INSTRUCTIONS:

In response to this request for proposal, the complete proposal shall include the Price Proposal and the Non-Price Factors Proposal, submitted in accordance with the above Basis of Evaluation and Submittal Requirements for Each Factor.

###### **Electronic Copies**

Offerors shall submit electronic proposals (.pdf format) in response to this solicitation. Only the PEE Solicitation Module is authorized for the submission of electronic proposals in response to this solicitation. Electronic proposal submissions should be no larger than 1.9 GB per file. Electronic proposals shall match the hard copy version of the proposal. In the event of a discrepancy, the electronic copy will govern. Offerors shall ensure that the Government has received the electronic proposal prior to the date and time specified. PEE Solicitation Vendor Access Instructions are provided via Attachment B. Emailed submissions will not be accepted.

Offerors shall allow adequate time to upload files which may be slower for non-DoD users and to avoid other technical difficulties that may be encountered. Offerors are also responsible for submitting files in

the format specified and consistent with requirements stated elsewhere in this solicitation. Files that cannot be opened, or are otherwise missing the required content are the responsibility of the Offeror.

PIEE system will record the date and time of package submittal. The date and time of package submittal recorded in PIEE shall govern the timeliness of any proposal submission. LATE PROPOSALS WILL NOT BE CONSIDERED.

#### **Mailed Hard Copies**

One (1) hard copy proposal with one (1) CD-ROM, shall be delivered by mail within **five (5) business days after the electronic copy due date**. Proposal shall be labeled "PRICE PROPOSAL OR NON-COST/PRICE FACTORS PROPOSAL FOR RFP N40085-23-R-2516, ATTN: LESLIE MOORE; DO NOT OPEN IN MAIL ROOM".

Express Mail to:  
Naval Facilities Engineering Command, Mid-Atlantic  
9324 Virginia Avenue  
Building Z-140, Room 225  
Norfolk, Virginia 23511  
Attn: Leslie Moore, CON22

LATE PROPOSALS WILL NOT BE CONSIDERED. PROPOSALS THAT ARE HAND CARRIED WILL NOT BE ACCEPTED.

It is the sole responsibility of the Offeror to obtain the RFP files, along with any amendments, from Opportunities ([www.sam.gov](http://www.sam.gov)).

**4.3 PRE-PROPOSAL INQUIRIES (PPIs):** All inquiries must be submitted in writing and received by the Contract Specialist no later than seven (7) days prior to the proposal due date in order to permit adequate time to reply to the inquiry. There is no guarantee that PPI's submitted after the cut-off date will be answered before the solicitation closes. Submit all questions to [Leslie.c.moore11.civ@us.navy.mil](mailto:Leslie.c.moore11.civ@us.navy.mil). Use of the PPI Log template is required. The PPI Log Template (Attachment A) can be found on the Contract Opportunities website under the Attachments section.

**4.4 CONTRACT OPPORTUNITIES:** Amendments will be posted directly to Contract Opportunities/Sam.gov. The drawings and specifications will be posted on Sam.gov under the Attachments section of this RFP. Additionally, other postings will be made to Sam.gov, such as the pre-proposal inquiries (PPI) log, revised drawings, etc., under the Attachments section of the RFP. It is recommended contractors check Sam.gov and the Attachments section of the RFP periodically to see if additional postings have been made. It is the contractor's responsibility to check Sam.gov for all postings.

#### **5. INCORPORATION OF TECHNICAL PROPOSAL**

The Contractor's technical proposal, including revisions and amendments, made prior to contract award and a copy of which is in the possession of both parties, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text. All contractor personnel shall meet or exceed the qualification standards, experience levels and trade background set forth in the technical proposal.

In the event of an inconsistency between the provisions of this contract and the technical proposal, the inconsistency shall be resolved by giving precedence in the following order: (i) the contract (excluding the technical proposal), and then (ii) the technical proposal.

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.215-7008	Only One Offer	JUL 2019

## 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)

## 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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).

(End of provision)

## 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
4.5	6.9

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

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is [Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].

(End of provision)

#### 52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American -- Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

#### 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be twenty (20) percent of the bid price or \$3,000,000, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(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:

Barbara Williamson-Garris  
Contracting Officer  
NAVFAC Mid-Atlantic, Contracting Support Line  
Construction & Design, (CON22)  
9324 Virginia Avenue  
Building Z-140; Room 225  
Norfolk, VA 23511

(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) Please refer to Section 00 21 16 INSTRUCTIONS TO OFFERORS Pre-Proposal Conference and Site Visit.

(End of provision)

#### 52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

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

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

<https://www.acquisition.gov/>

(End of provision)

#### 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 FAR and DFARS (48 CFR Chapters 1 and 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

## Section 00 45 00 - Representations and Certifications

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification	NOV 2021
52.215-6	Place of Performance	OCT 1997
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.223-1	Biobased Product Certification	MAY 2012
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
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
252.223-7997 (Dev)	Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or Perfluorooctanoic Acid - Representation (DEVIATION 2022-O0010)	SEP 2022

## 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 237990.

(2) The small business size standard is \$45,000,000.

(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
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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)

#### 52.204-26 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)

#### 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION (NOV 2015)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that--

(1) It [ ☐ ] is, [ ☐ ] is not an inverted domestic corporation; and

(2) It [ ☐ ] is, [ ☐ ] is not a subsidiary of an inverted domestic corporation.

(End of provision)

#### 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [ ☐ ] is not [ ☐ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ☐ ] is not [ ☐ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

#### 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order; XDO rated order certified for

national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2022)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(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.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(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 (i.e., nonmanufacturer), 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.

(c) Representations.

(1) The offeror represents as part of its offer that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern; or

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .]

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

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .]

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern; or

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.



(End of provision)

52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS--  
REPRESENTATION (DEC 2016)

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(b) Representation. [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not publicly disclose greenhouse gas emissions, i.e., make available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly available Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:  
\_\_\_\_ .

(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)

#### 252.225-7059 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION - CERTIFICATION (DEC 2022)

(a) Definitions. Forced labor, person, and XUAR, as used in this provision, have the meaning given in the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(b) Prohibition. DoD may not knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs, as specified in paragraph (b) of the 252.225-7060, Prohibition on certain procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(c) Certification.

(1) The Offeror does ☐ does not ☐ certify that the Offeror has made a good faith effort to determine that forced labor from XUAR was not or will not be used in the performance of a contract resulting from this solicitation.

(2) Offerors who do not certify having made a good faith effort will not be eligible for award.

(End of provision)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (JUN 2019)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or

subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause.

(End of provision)

## Section 00 70 00 - Conditions of the Contract

DEVIATION 2022-O0008**252.225-7968 Restriction on Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations. (DEVIATION 2022-O0008)**

Unless an exception applies, use the following contract clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products including commercially available off-the-shelf items and commercial services, that are for the acquisition of covered items of personal protective equipment materials and components, or sanitizing and disinfecting wipes, testing swabs, gauze, and bandages, with an estimated value above \$150,000.

**RESTRICTION ON ACQUISITION OF PERSONAL PROTECTIVE EQUIPMENT AND CERTAIN OTHER  
ITEMS FROM NON-ALLIED FOREIGN NATIONS (DEVIATION 2022-O0008) (MAR 2022)**

(a) Definitions. As used in this clause—

Covered country means—

- (1) The Democratic People's Republic of North Korea;
- (2) The People's Republic of China;
- (3) The Russian Federation; or
- (4) The Islamic Republic of Iran.

Covered item means an article or item of—

(1) Personal protective equipment for use in preventing spread of disease, such as by exposure to infected individuals or contamination or infection by infectious material including—

- (i) Nitrile and vinyl gloves;
- (ii) Surgical masks;
- (iii) Respirator masks and powered air purifying respirators and required filters;
- (iv) Face shields and protective eyewear;
- (v) Surgical and isolation gowns and head and foot coverings; or
- (vi) Clothing; and
- (vii) The materials and components thereof, other than sensors, electronics, or other items added to and not normally associated with such personal protective equipment or clothing; or

(2) Sanitizing and disinfecting wipes, testing swabs, gauze, and bandages.

(b) Restriction. Except as provided in paragraph (c) of this clause, the Contractor shall not deliver under this contract a covered item of personal protective equipment or other items, from a covered country, for use in preventing the spread of disease, such as by exposure to infected individuals, or contamination or infection by infectious material (10 U.S.C. 2533e, now 10 U.S.C. 4875).

(c) Subcontracts. The Contractor shall insert this clause, including this paragraph (c), without alteration other than to identify the appropriate parties, in subcontracts that are for the acquisition of personal protective equipment and covered items, including subcontracts for commercial products and commercial services including COTS items.

(End of clause)

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government

## CLAUSES INCORPORATED BY REFERENCE

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
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2 Alt II	Security Requirements (MAR 2021) - Alternate II	APR 1984
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
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
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
52.211-15	Defense Priority And Allocation Requirements	APR 2008
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	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	NOV 2021
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2022
52.219-8 (Dev)	Utilization of Small Business Concerns (Deviation 2023-O0002)	DEC 2022
52.219-9 Alt II	Small Business Subcontracting Plan (OCT 2022) Alternate II	NOV 2016
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-6	Construction Wage Rate Requirements	AUG 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
52.222-21	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

52.222-62	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
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
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
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	JUN 1996
52.228-11 (Dev)	Individual Surety--Pledge of Assets (DEVIATION 2020-00016)	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
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
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007



52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Products and Commercial Services	OCT 2022
52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991
52.248-3	Value Engineering-Construction	OCT 2020
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)	APR 2012
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
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
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
252.204-7006	Billing Instructions	OCT 2005
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
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
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.208-7000	Intent To Furnish Precious Metals As Government--Furnished Material	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
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
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
252.223-7998 (Dev)	Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or Perfluorooctanoic Acid (DEVIATION 2022-O0010)	SEP 2022
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
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
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.247-7023	Transportation of Supplies by Sea	FEB 2019

#### CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within fifteen (15) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 394 calendar days. The time stated for completion shall include final cleanup of the premises.

\*The calendar days to complete this contract includes the 15 calendar days for the submission and approval of performance and payment bonds after contract award.

(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 \$2,385.01 (Base Bid) and \$3,500.85 (Bid Option) for each calendar day of delay until the work is completed or accepted.

##### **Milestone 1 – Construction (Base Bid - \$2,385.01)**

- a. All New Construction Complete (tower, transformer, cable, etc.): 06/24/2024

NOTE: (365-day duration from award, end date will improve or extend depending on actual award date)

##### **Milestone 2 – Demolition (Bid Option - \$3,500.85)**

- a. Demolition Start: 05/15/2024  
b. Above Mudline Demo Complete: 07/15/2024. Work includes, but is not limited to the following:  
i. DCS Tower  
ii. Pilings above mudline

NOTE: Upon completion of the above-the-mudline demolition work, the Contractor must be prepared to stop work and vacate his personnel and equipment from the site within 48 hours of notification by the Contracting Officer's representative: The Construction Manager (CM). For bidding purposes, expect that the duration of this stoppage will last no more than 1 (8 hour) work day.

- c. Below Mudline Demo Complete: 08/30/2024. Work includes, but is not limited to the following:  
a. Pilings below mudline

<ul style="list-style-type: none"> <li>b. Retrieval of sensors</li> <li>c. Cut up cables</li> <li>d. Retrieval of cut cable pieces</li> </ul>
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(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

#### 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2022)

(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 its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(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) joint venture eligible under the WOSB Program. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(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)

## 52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022)

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

"United States" means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.).

"Worker"--

(1) (i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and --

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) A worker performs on a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs in connection with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) Executive Order minimum wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <https://www.sam.gov> (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition--

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to--

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a);

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b); and

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/agencies/whd/government-contracts](http://www.dol.gov/agencies/whd/government-contracts), in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records. (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.



(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

### 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert None)	Identification No.
—	—
—	—
—	—

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### 52.225-11 BUY AMERICAN--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (OCT 2022)

(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.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

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 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. 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.

(A) For domestic construction material that is not a critical item or does not contain critical components.

(1) 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;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is

manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(B) For domestic construction material that is a critical item or contains critical components.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

(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)

#### 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(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)

## 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUN 2020)

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

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the 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 fifteen (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)

#### 52.252-2 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):

<https://www.acquisition.gov/>

(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 FAR and DFARS (48 CFR Chapters 1 and 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7010 REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD IF THE CONTRACTOR'S ACTIVITIES ARE SUBJECT TO REPORTING UNDER THE U.S.-INTERNATIONAL ATOMIC ENERGY AGENCY ADDITIONAL PROTOCOL (JAN 2009)

(a) If the Contractor is required to report any of its activities in accordance with Department of Commerce regulations (15 CFR part 781 et seq.) or Nuclear Regulatory Commission regulations (10 CFR part 75) in order to implement the declarations required by the U.S.-International Atomic Energy Agency Additional Protocol (U.S.-IAEA AP), the Contractor shall--

(1) Immediately provide written notification to the following DoD Program Manager: \_\_\_\_

(Contracting Officer to insert Program Manager's name, mailing address, e-mail address, telephone number, and facsimile number);

(2) Include in the notification--

(i) Where DoD contract activities or information are located relative to the activities or information to be declared to the Department of Commerce or the Nuclear Regulatory Commission; and

(ii) If or when any current or former DoD contract activities and the activities to be declared to the Department of Commerce or the Nuclear Regulatory Commission have been or will be co-located or located near enough to one another to result in disclosure of the DoD activities during an IAEA inspection or visit; and

(3) Provide a copy of the notification to the Contracting Officer.

(b) After receipt of a notification submitted in accordance with paragraph (a) of this clause, the DoD Program Manager will--

(1) Conduct a security assessment to determine if and by what means access may be granted to the IAEA; or

(2) Provide written justification to the component or agency treaty office for a national security exclusion, in accordance with DoD Instruction 2060.03, Application of the National Security Exclusion to the Agreements Between the United States of America and the International Atomic Energy Agency for the Application of Safeguards in the United States of America. DoD will notify the Contractor if a national security exclusion is applied at the Contractor's location to prohibit access by the IAEA.

(c) If the DoD Program Manager determines that a security assessment is required--

(1) DoD will, at a minimum--

(i) Notify the Contractor that DoD officials intend to conduct an assessment of vulnerabilities to IAEA inspections or visits;

(ii) Notify the Contractor of the time at which the assessment will be conducted, at least 30 days prior to the assessment;

(iii) Provide the Contractor with advance notice of the credentials of the DoD officials who will conduct the assessment; and

(iv) To the maximum extent practicable, conduct the assessment in a manner that does not impede or delay operations at the Contractor's facility; and

(2) The Contractor shall provide access to the site and shall cooperate with DoD officials in the assessment of vulnerabilities to IAEA inspections or visits.

(d) Following a security assessment of the Contractor's facility, DoD officials will notify the Contractor as to--

(1) Whether the Contractor's facility has any vulnerabilities where potentially declarable activities under the U.S.-IAEA AP are taking place;

(2) Whether additional security measures are needed; and

(3) Whether DoD will apply a national security exclusion.

(e) If DoD applies a national security exclusion, the Contractor shall not grant access to IAEA inspectors.

(f) If DoD does not apply a national security exclusion, the Contractor shall apply managed access to prevent disclosure of program activities, locations, or information in the U.S. declaration.

(g) The Contractor shall not delay submission of any reports required by the Department of Commerce or the Nuclear Regulatory Commission while awaiting a DoD response to a notification provided in accordance with this clause.

(h) The Contractor shall incorporate the substance of this clause, including this paragraph (h), in all subcontracts that are subject to the provisions of the U.S.-IAEA AP.

(End of clause)

#### 252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (DEC 2022)

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

Forced Labor means all work or service which is exacted from any person under the menace of any penalty for its nonperformance and for which the worker does not offer themselves voluntarily.

Person means--

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group; or

(2) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraph (1) of this definition.

XUAR means the Xinjiang Uyghur Autonomous Region of the People's Republic of China.

(b) Prohibition. The Contractor shall not provide any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs throughout the entire period of performance of the contract.

(c) Subcontracts. The Contractor shall insert this clause, including this paragraph (c), without alteration other than to identify the appropriate parties, in subcontracts including subcontracts for commercial items and commercially available off-the-shelf items.

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

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(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

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(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N40085
Admin DoDAAC**	N40085
Inspect By DoDAAC	N44210
Ship To Code	N44210
Ship From Code	N44210
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N44210
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(\*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(\*\*Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.



(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

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(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(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:

Project WO# 1640322

(End of clause)

## Section 00 73 00 - Supplementary Conditions

PAYMENT INSTRUCTIONS

The Procedures, Guidance and Information (PGI), Section 204.7108 link provides a standard set of payment instructions (in table format) that defines how payments should be made based on the payment request type and the service being acquired.

The link to the PGI table is as follows:

[https://www.acq.osd.mil/dpap/dars/pgi/pgi\\_html/current/PGI204\\_71.htm#payment\\_instructions](https://www.acq.osd.mil/dpap/dars/pgi/pgi_html/current/PGI204_71.htm#payment_instructions)

WAGE DETERMINATION

"General Decision Number: CT20230024 01/27/2023

Superseded General Decision Number: CT20220024

State: Connecticut

Construction Type: Building

County: New London County in Connecticut.

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	. Executive Order 14026	
into on or after January 30,	generally applies to the	
2022, or the contract is	contract.	
renewed or extended (e.g., an	. The contractor must pay	
option is exercised) on or	all covered workers at	
after January 30, 2022:	least \$16.20 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 2023.	
If the contract was awarded on	. Executive Order 13658	
or between January 1, 2015 and	generally applies to the	
January 29, 2022, and the	contract.	
contract is not renewed or	. The contractor must pay all	
extended on or after January	covered workers at least	
30, 2022:	\$12.15 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 2023.

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/27/2023

ASBE0033-002 06/01/2022

	Rates	Fringes
HEAT & FROST INSULATOR (Includes Duct, Pipe and Mechanical Systems).....	\$ 44.57	31.79

\* BRCT0001-001 01/02/2023

	Rates	Fringes
BRICKLAYER.....	\$ 39.40	34.62

\* BRCT0001-005 01/02/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 39.40	34.62

CARP0326-024 05/02/2022

	Rates	Fringes
FLOOR LAYER: Carpet Only.....	\$ 36.07	26.15

CARP0326-027 05/02/2022

	Rates	Fringes
CARPENTER (Scaffold Builder).....	\$ 36.07	26.15

CARP0326-028 05/02/2022

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation).....	\$ 36.07	26.15

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ELEC0090-012 06/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 40.60	3%+32.21

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ELEV0091-002 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 61.42	37.335+a+b

## 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.

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ENGI0478-004 04/03/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Backhoe/Excavator/Trackhoe).....	\$ 44.86	26.80

PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

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ENGI0478-005 04/03/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bulldozer) Finegrade (Slopes, Shaping, laser or GPS, etc.).....	\$ 44.86	26.80
Rough Grade Dozer.....	\$ 43.38	26.80

PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

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 ENGI0478-012 04/03/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane under 100 ton rated capacity)).....	\$ 49.06	26.80

PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

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 ENGI0478-016 04/03/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Loader - 7 cubic yards or over).....	\$ 46.07	26.80

PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

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 IRON0015-010 06/06/2022

	Rates	Fringes
IRONWORKER (Reinforcing, Structural, Ornamental).....	\$ 39.70	38.77

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 LABO0230-001 04/03/2022

	Rates	Fringes
LABORER Common or General.....	\$ 32.00	24.40
Mason Tender- Cement/Concrete.....	\$ 32.50	24.40

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PAIN0011-021 06/01/2022		
	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 37.22	23.55
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PAIN0011-023 06/01/2022		
	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 37.97	23.55
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* PLUM0777-001 06/01/2022		
	Rates	Fringes
PLUMBER.....	\$ 47.03	34.15
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* PLUM0777-003 01/01/2022		
	Rates	Fringes
PIPEFITTER.....	\$ 47.03	34.15
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ROOF0009-001 06/01/2021		
	Rates	Fringes
ROOFER		
Composition.....	\$ 38.90	21.85
Slate and Tile.....	\$ 39.40	21.85
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SHEE0040-002 07/01/2021		
	Rates	Fringes
SHEET METAL WORKER (Metal Flashing and HVAC Duct Installation Only).....	\$ 40.08	40.53
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SHEE0040-006 07/01/2021		
	Rates	Fringes
SHEET METAL WORKER.....	\$ 40.08	40.53
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SHEE0040-008 07/01/2021		
	Rates	Fringes
SHEET METAL WORKER (Metal Roofs Installation).....	\$ 40.08	40.53
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TEAM0677-001 04/03/2022		

	Rates	Fringes
TRUCK DRIVER (Dump Truck).....	\$ 31.39	28.78
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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)).

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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.

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#### 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  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

**SUPPLEMENTAL NAVFAC LANGUAGE**  
**AUTHORITY**

1. No person other than the Contracting Officer has authority to bind the Government with respect to this contract.
2. No action or omission of any government employee or representative other than the Contracting Officer shall increase or decrease the scope of this contract or shall otherwise modify the terms and conditions of this contract.
3. In no event shall any of the following be effective or binding on the Government or imputed to the Contracting Officer with respect to this contract:
  - (a) An understanding or agreement between the Contractor and anyone other than the Contracting Officer;
  - (b) A purported modification or change order issued by anyone other than the Contracting Officer;
  - (c) A promise by anyone other than the Contracting Officer to provide additional funding or make payments; or
  - (d) An order, direction, consent, or permission from anyone other than the Contracting Officer to:
    - (i) Incur costs in excess of a specified estimated cost, allotment of funds, or other ceiling; or
    - (ii) Expend hours in excess of a specified level of effort.

(End of NAVFAC language)

**NOTICE OF BONDING REQUIREMENTS**

Within 10 days after receipt of award, the offeror to whom the award is made shall furnish the bonds required by FAR Clause 52.228-15.

Offerors are hereby notified that the contract time for purposes of fixing the completion date, default, and liquidated damages will be as stated in FAR Clause 52.211-10 Commencement, Prosecution, and Completion of Work, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

(End of NAVFAC language)

**UTILITIES FOR CONSTRUCTION AND TESTING**

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

(End of NAVFAC language)

**MINIMUM INSURANCE REQUIREMENTS**

In accordance with FAR 28.307-2, the coverage specified below is the minimum insurance required for this contract:

- (a) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 28.305(c) for treatment of contracts subject to the Defense Base Act.)
- (b) General liability.
  - (1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

- (2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.
- (c) Automobile liability. The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, the contracting officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.
- (e) Vessel liability. When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance. The certificate shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective until 30 days after written notice thereof to the Contracting Officer.

(End of NAVFAC language)

#### **CONTRACTOR PERFORMANCE INFORMATION**

Contractor Performance Information: Contractor's performance will be evaluated using the respective contractor performance evaluation report entry system located on the website <http://www.cpars.gov/>. Prior to commencement of work, the contractor is required to provide the government with the name, phone number, and email address of the "Contractor's Representative" that will be responsible for receipt and review of draft performance evaluations prepared by the government in the appropriated system. It is the contractor's responsibility to keep this contract information current.