

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	RATING
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 03/21/2023	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY International Boundary and Water Commission (IBWC) USIBWC - ACQUISITIONS DIV 4191 NORTH MESA ST EL PASO, TX 79902-1441		7. ADMINISTERED BY (If other than Item 6) CODE	
CODE IBWC NAME Philip Johnson TEL. EMAIL philip.johnson@ibwc.gov			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO. 191BWC23R0002
		X	9B. DATED (SEE ITEM 11) 02/03/2023
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CONTACT:	UEI:		
CODE	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.			
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return copies to the issuing office.14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this amendment 0003 is as follows.

1. Incorporate J.01B Evaluation Factors for IDIQ A-E Services Rev2
2. Incorporates J.05A Q&A
3. Extend proposal due date to 31 March 2023.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Philip Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		By (Signature of Contracting Officer)	

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## **Section E - Inspection and Acceptance**

### **E.02 - Inspection and Acceptance**

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- a. Inspection. Inspection of all deliverable/submittal items will be by the appointed Contracting Officer's Representative or Contracting Officer as set forth in this Contract and individual Task Order.
- b. Acceptance. Acceptance will be by the appointed Contracting Officer Representative (COR) or Contracting Officer (CO) based upon conformance to the requirements set forth in this Contract and individual Task Order.

## **Section F - Deliveries or Performance**

### **F.02 - Contract Period of Performance**

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Five (5) year ordering period.

## **Section G - Contract Administration Data**

### **G.01 - Contracting Officer**

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“Contracting Officer” means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representation of the Contracting Officer within the limits of their authority as delegated by the Contracting Officer.

In no event, shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer.

The

Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

### **G.03 - Contracting Officer Representative (COR)**

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The Contracting Officer shall designate a technical representative to act for the Contracting Officer during the contract period. The Contracting Officer's Representative (COR) will act for the Contracting Officer only in technical matters and will not be authorized to commit the Government on any contract terms, conditions, or changes in unit price, total price, quantity, or delivery schedule. Any changes to the contract in unit price, total contract price, quantity, quality, or delivery schedule will be made only by the Contracting Officer by executed modification to the contract.

The Contracting Officer's Representative will be appointed in writing after contract award.

## **Section H - Special Contract Requirements**

### **H.03 - Control of Study and Analysis Reports**

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All studies or reports that are produced as a result of this Contract and individual Task Orders shall not be released outside the USIBWC until final approval or official review of the study is accomplished. Accordingly, the Contractor shall affix to the cover of all interim, draft, and final reports the following disclaimer: "The views, opinions, and findings contained in this report are those of the author(s) and shall not be construed as an official USIBWC position, policy, or decision, unless designated by other documentation." Distribution of studies or reports in any stage of development or completion to other than the addressee as identified in each individual Task Order shall not be made without the study/report sponsor's approval. The Contractor shall submit any request for distribution other to the addressee as identified in each individual Task Order to the Contracting Officer.

### **H.05 - Notification to the Government of Delays**

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In the event the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the delivery schedule or dates, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of individual Task Orders, the Contractor shall immediately notify the Contracting Officer and the Contracting Officer's Representative in writing, giving pertinent details. NOTE: this data shall not be construed as a waiver by the Government of any delivery schedule or dates or of any rights or remedies provided by law or under this Contract.

### **H.08 - Ordering Procedures - Request for Task Order Proposal**

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- (a) General – the issuance procedures shall be in accordance with FAR 16.505, FAR Subpart 36.6 and those stated herein:
  - (1) Work under this Contract will be ordered by written Task Order on Option Form (OF) 347, Order for Supplies or Services, to the Contractor by the Contracting Officer. Any IBWC Contracting Officer is authorized to award a Task Order under this IDIQ.
  - (2) Each award will cite the Contract Number and Task Order Number.
  - (3) The Government will not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by an executed Task Order from the Contracting Officer.
  - (4) The Contractor is not guaranteed issuance of any Task Orders above the minimum guarantee as identified in Section I of this Contract.
  - (5) Task Orders will be firm fixed price.
  - (6) Each Task Order will include as a minimum:
    - (i) Date of Order
    - (ii) Contract Number and Task Order Number
    - (iii) Statement of Work
    - (iv) Delivery or Performance Schedule
    - (v) Place of Delivery or Performance
    - (vi) Any Packaging, Packing, and Shipping Instructions
    - (vii) Accounting and Appropriation Date
    - (viii) Price
    - (ix) Place and Manner of Inspection and Acceptance
    - (x) Any Government Furnished Property, Material, or Facilities
    - (xi) Appropriate Wage Determination for Services Contract Act covered employees
    - (xii) Any Other Pertinent Information Required for Performance
  - (7) Task Orders will be based on the Government developed Statement of Work.
  - (8) Task Order may only be modified by an IBWC Contracting Officer.
  - (9) Modifications to Task Orders will be issued on Standard Form (SF) 30, Amendment of Solicitation/Modification of Contract, and will cite the Task Order and Contract Number.
  - (10) The Contractor shall contact the Contracting Officer within two (2) calendar days of notification of the Request for Task Order Proposal if the Contractor cannot submit a proposal on the Task Order.
- (b) Task Order Awards
  - (1) Request for Task Order Proposal is limited to the A-E IDIQ Multiple Award Contractors. Contractors shall be provided with fair opportunity to be considered for each Task Order.
  - (2) Task Orders will be evaluated in accordance with FAR SUBPART 36.6. Task Orders shall be evaluated based on the demonstrated competency and qualifications to perform the services at a fair and reasonable price. The evaluation will be based on the following: (1) professional qualifications necessary for satisfactory performance of required services; (2) specialized experience and technical competence in the type of work required; (3) capacity to accomplish the work in the required time; (4) past performance

on contracts with the Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules; (5) location in the general geographical area of the project and knowledge of the locality of the project; and (6) acceptability under other appropriate evaluation criteria (as defined in the Request for Task Order Proposal).

(3) If a Contractor is determined to be the most highly qualified firm, and receives award of a Task Order, a logical follow-on Task Order may be issued to that Contractor, provided that all awardees were given a fair opportunity to be considered for the Original Task Order.

(4) The basis for award will be specified in the Request for Task Order Proposal. The Contracting Officer's decision as to the selection for award of the Task Order is not subject to protest unless the protest is on the grounds that the order increases the scope, period, or maximum value of the contract (reference FAR 16.505 Ordering)

(5) No Contractor may be awarded a Task Order for Construction to include Construction Management if the Contractor designed the project.

(c) Requirement for Proposals

(1) The Government will make a written request for a Task Order proposal. Proposals shall be submitted in writing.

(2) Proposal shall address the evaluation criteria as established in the Request for Task Order Proposal.

(d) Selection

(1) The Contracting Officer will be the final selection authority at the Task Order level.

(e) Request for Task Order Proposal Requirements

(1) Request - the Contracting Officer will furnish all A-E IDIQ Contractors with a written Request for Task Order Proposal. The request will include:

(i) Task Order Statement of Work

(ii) Anticipated performance period and critical milestones

(iii) Place and manner of inspection and acceptance

(iv) Any other pertinent information (i.e. for the design of a facility, a list of area where recovered materials cannot be used in the facilities construction);

(2) Proposal - the Contractor shall, within the time specified in the RFP, provide an original and one (1) copy to the Contracting Officer. If electronic submission via email is authorized then the Contractor shall only submit one (1) copy. Proposals shall be submitted in two separate volumes. Volume I shall address the Contractor's Qualifications & Technical Understanding and Volume II shall address the Contractor's Proposed Price for the Task Order. (This Volume II shall be provided in an electronic format and encrypted or password protected. The password/encryption key will NOT be provided to IBWC until it is requested by the CO after a determination of the most highly qualified has been made in accordance with Subpart 36.6. Only the most highly qualified firm will be asked to provide the password/encryption key in order to begin negotiations.)

Volume I shall at the minimum address:

(i) Qualifications/Evaluation Criteria;

(ii) Technical Understanding;

(iii) Proposal schedule for completing the Task Order; and

(iv) Other information requested in the Request for Task Order Proposal.

Volume II shall at a minimum address:

(i) Detailed cost/price proposal in accordance with the instructions set forth in the RFP and if applicable, FAR 15.403-5 and Table 15-2. Task Orders shall be Firm Fixed Price (FFP);

(ii) Rational for the proposed price.

(3) Negotiations - upon selection of the most highly qualified Contractor the CO will request the password/encryption key from the most highly qualified Contractor and send only the most highly qualified Contractor's Volume II to the evaluation team for review. After the evaluation team completes a cost analysis of that Contractor's Volume II, the CO will begin negotiation of a fair and reasonable price. If a fair and reasonable price cannot be negotiated, then the IBWC may begin negotiation with the next qualified firm. If the original proposed price is considered to be fair and reasonable then the Government is not obligated to conduct negotiations.

(4) Award - upon completion of this process, the Contracting Officer shall execute a Task Order on an OF-347 and forward it to the successful Contractor electronically. Only upon receipt of an executed Task Order, signed by the Contracting Officer, shall the Contractor commence work. Unsuccessful Offerors will be notified.

(5) Multiple Task Orders - due to scheduling needs the Contracting Officer may have multiple Task Orders under way simultaneously. Under such situations, the Contractor must still complete all orders within the allowed schedule. The Government reserves the right to direct the Contractor to work on Task Orders of higher priority. In such cases, time extensions will be granted for completion of Task Orders that have been delayed because of Government action.

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## H.09 - Contract Close Out Procedures for Architect-Engineering (A-E) Services

### Close-Out Process

The following are items required prior to Final Payment on individual Task Orders:

COR:

- 1) Performance Evaluation for Architect-Engineering Services (Reference FAR Clause 42.15)
- 2) COR Certificate of Contract Completion

Contractor:

- 1) Release of Claims

Contracting Officer:

- 1) Certificate of Contract Completion (GSA Form 218)
- 2) Contracting Officer's Close-out Statement
- 3) Close-Out Checklist

## Section I - Contract Clauses

Clause	Title	Fill-ins
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	
52.244-6	Subcontracts for Commercial Products and Commercial Services (Mar 2023)	

### 52.219-28 - Post-Award Small Business Program Rerepresentation (Mar 2023)

(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, or 150 employees for information technology value-added resellers under NAICS code 541519, 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)

## **J.01 - List of Attachments**

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J.01 Evaluation Factors for IDIQ A-E Services (Replaced by J.01A)

J.01A Evaluation Factors for IDIQ A-E Services Rev1

J.01A Evaluation Factors for IDIQ A-E Services Rev2

J.02 IDIQ A-E Services SOW

J.02A IDIQ A-E Services SOW Rev1

J.02B SOW track changes

J.03 Standard Form 330- Architect-Engineer Qualifications

J.04 WD 2015-5229 Rev20 date 12.27.2023

J.05 Q&A

J.05A Q&A

## **Section K - Representations, Certifications, and Other Statements of Offerors or Respondents**

### **52.204-8 - Annual Representations and Certifications (Mar 2023)**

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(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(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, or 150 employees for information technology value-added resellers under NAICS code 541519, 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:

☐ (i) Paragraph (d) applies.

☐ (ii) 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 II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

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

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

(End of provision)

## Section L - Instructions, Conditions, and Notices to Offerors and Respondents

### L.02 - Submissions

Offerors shall review all information contained in this solicitation and the attachments prior to submitting a response. All A-E Contractors that meet the requirements described in this solicitation are invited to submit Standard Form (SF) 330, Architect-Engineer Qualifications (Rev.7/2021) and the additional information as requested in the attached, Evaluation Factors to the office identified in this Solicitation. SF 330's must also be submitted for all proposed subcontractors. The SF 330 must clearly indicate the office where the work will be performed and the qualification of the individuals and subcontractors proposed to work on the contract and their geographical location. The SF 330 shall also address the firm's technical capability to perform all services. Offerors shall submit one (1) original and four (4) copies for total of (5) binders plus a digital copy on CD.

## Section M - Evaluation Factors for Award

## **M.01 - Evaluation Factors for Award**

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The Government will award a contract to at least three (3) Firms that are determined the most highly qualified resulting from this Solicitation to the responsible Offeror(s) whose offer conforming to the Solicitation demonstrates that they are the most highly qualified to perform the work pursuant to FAR SUBPART 36.6 – Architect-Engineering Services. The following factors shall be used to evaluate offers:

Merit Factor 1: Specialized Experience and Technical Competence

Merit Factor 2: Past Performance

Merit Factor 3: Professional Qualifications

Merit Factor 4: Capacity of Firm

Merit Factor 5: Firm's location in the general geographical area of the project. Proposals will be evaluated in accordance with the criteria set forth in Section J, Attachment 2 of this Solicitation to determine the Offeror's demonstrated ability to provide the required services. The Government will conduct a full evaluation of the proposal in accordance with the stipulated criteria. The Offeror must address all the requirements of the Solicitation and must include all information specifically required in all sections of the Solicitation.