



**Solicitation Package
47PJ0023R0059
Pembina Sprinkler Head Corrections
Pembina, North Dakota**

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SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
	47PJ0023R0059	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	4/28/2023	2		69

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
	EQ8PSMMN-23-0033	23-014

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
GSA PBS NORTH DAKOTA FIELD OFFICE 8PMPN 657 2ND AVE N RM 244 Fargo, ND 58102 USA	8PMPN	8PMPN GSA PBS NORTH DAKOTA FIELD OFFICE 8PMPN 657 2ND AVE N RM 244 Fargo, ND 58102 USA

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)
	Laura Funk	701-566-6114

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date)

In accordance with the Construction Scope of Work dated 3/21/2023, the contractor will install sprinkler heads under 24 garage doors located in multiple buildings at the Pembina Land Port of Entry.

11. The contractor shall begin performance within <u>10</u> calendar days and complete it within <u>90</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory <input checked="" type="checkbox"/> negotiable. (See _____).	12b. CALENDAR DAYS
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	


13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 4:00 PM (CST) (hour) local time 5/19/2023 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- b. An offer guarantee ☐ is, ☒ is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- d. Offers providing less than 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NUMBER (Include area code)	
		16. REMITTANCE ADDRESS (Include only if different than Item 14.)	
CODE	FACILITY CODE		

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

AMOUNTS 

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

19. ACKNOWLEDGMENT OF AMENDMENTS


(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
--	----------------	-----------------

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) 	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. 3304(a) ()
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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
	31b. UNITED STATES OF AMERICA BY
	31c. DATE

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	<p>Move Garage Door Sprinkler Heads Building B</p> <p>install sprinkler heads under garage doors located in building B ND0547AO at the Pembina Boarder Station.</p> <p>Deliverable</p> <p>PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS</p> <p>Contract Type: Firm Fixed Price</p> <p>PoP: 05/26/2023 - 08/24/2023</p> <p>Place of Performance: SECONDARY INSPECTION BLDG I-29 & CANADIAN BORDER PEMBINA, ND 58271-9745</p>	1	LS		
0002	<p>Move Garage door Sprinkler Heads Building C</p> <p>install sprinkler heads under garage doors located in building C ND0546AO at the Pembina Boarder Station.</p> <p>Deliverable</p> <p>PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS</p> <p>Contract Type: Firm Fixed Price</p> <p>PoP: 05/26/2023 - 08/24/2023</p> <p>Place of Performance: COMMERICAL INSPECTION BLDG I-29 & CANADIAN BORDER PEMBINA, ND 58271-9745</p>	1	LS		

Simplified Acquisition Construction Contract for: Sprinkler Head Corrections located at the Pembina Land Port of Entry, 10980 I29, Pembina, ND 58271.

The Agreement

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I. Project Information

I.A. Project Summary

GSA is initiating a project to install sprinkler heads under 24 garage doors located in 2 buildings at the Pembina Land Port of Entry.

I.B. The Contract

(1) The Contract consists of the SF1442, the Agreement, the Statement of Work, Specifications, Drawings, Exhibits, Amendments, Modifications, and other Attachments identified herein (collectively, the Contract Documents). The Contract contains the entire agreement of the Parties, and no prior written or oral agreement, express or implied, shall be admissible to contradict or modify any part of the Contract.

(2) The Contractor shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution of the work described in and reasonably inferable from the Contract Documents (the Work), whether temporary or permanent. In consideration for, and upon condition of, the Contractor's completion of the Work, GSA shall pay the Contractor the price or prices established in Section II, subject to the terms and conditions set forth in this Contract.

I.C. Period of Performance

(1) Commencement. The Contractor shall commence performance of the Work within 10 days after the Contractor receives the Notice to Proceed (NTP).

(2) Substantial Completion. The Contractor shall achieve Substantial Completion of the Work, as that term is defined in this Agreement, no later than 80 calendar days from issuance of Notice to Proceed (NTP).

(3) Contract Completion. The Contractor shall achieve Contract Completion, as the term is defined in this Agreement, within 10 calendar days of Substantial Completion.

I.D. Work Conditions/Site Requirements

Work is at the land port of entry located in Pembina, North Dakota.

I.E. Authorized Representatives

(1) This Contract is between the United States of America, acting by and through the Administrator of General Services (GSA), and the Contractor (the Parties). References in this Contract to "the Owner" or "the Government" shall be understood to refer to GSA. The following individual is designated as the only authorized GSA representative under this Contract, unless other warranted contracting officers are designated in writing:

Authorized Representative Information:	
Contracting Officer's Information	
Name:	Laura Funk
Email Address:	laura.funk@gsa.gov
Telephone:	(701) 541-3129

(2) For the applicable authorities and limitations see Section IV of this Agreement, GSAR 552.236-70.

I.F. Contract Liquidated Damages Rate

In accordance with GSAR 552.211-12, Liquidated Damages – Construction, in Section IV of this Agreement, liquidated damages shall be calculated at the rate of \$0 per calendar day.

I.G. Buy American Exceptions

For the applicable Buy American clause and any exceptions, see Section IV of this Agreement.

I.H. Statement of Work, Specifications, Drawings, Exhibits, and Other Attachments

The following documents are incorporated by reference into this Contract.

- (1) Construction Scope of Work dated 3/21/2023
- (2) Wage Determination ND20230026, Dated 01/06/2023

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CONSTRUCTION SCOPE OF WORK

U.S. GENERAL SERVICES ADMINISTRATION, ROCKY MOUNTAIN REGION 8

Date: 3/21/2023

Revision: 2

Section 1: Project Title

Sprinkler Head Corrections FMA 44563, 44554, 44559

Section 2: Project Location, Building Name, & Building Number

Pembina Boarder Station, Building B, 10980 I29 Pembina, ND 58271

Building Number: ND0545ZZ, ND0546ZZ & ND0547ZZ

Section 3: Contact List

Contracting Officer (CO)

Name: Laura Funk
Email: laura.funk@gsa.gov
Address: 657 2nd Ave North
Fargo, ND 58102
Phone (O): 701-566-6114

Development Project Manager

Name: Jim Boisjolie
Email: james.boisjolie@gsa.gov
Address: 657 2nd Ave North
Fargo, ND 58102
Phone (C) 701-541-2368

Property Manager

Name: Curtis Schumaier
Email: curtis.schumaier@gsa.gov
Address: 100 1st Street SW
Minot, ND 58701
Phone (O): 701-552-9852
Phone (C): 701-340-5954

Building Management Coordinator

Name: Theuns Steyn
Email: theuns.steyn@gsa.gov
Address: 10980 I29
Pembina, ND 58271
Phone (O): 303-236-0433
Phone (C): 701-270-2632

Section 4: Project Background & Project Description

The purpose of this project is to install sprinkler heads under 24 garage doors located in 2 buildings at the Pembina Land Port of Entry.

Section 5: Project Objectives

The contractor shall provide labor, materials, equipment, and supervision necessary to perform:

- 1) All new sprinkler piping shall be threaded Sched 40 black steel.
- 2) All new sprinkler heads shall be selected based on the associated hazards within the occupancy to be protected in accordance with the requirements in NFPA 13 and the IBC.
- 3) Sprinkler equipped with O-ring water seals are not permitted to be installed.
- 4) The use of saddle tees fitted with rubber gaskets is not permitted.
- 5) Provide sprinkler guards.
- 6) Tie into the existing sprinkler main and route new sprinkler piping under the garage door.
- 7) Install new sprinkler head in a manner to provide the required sprinkler head coverage under the door when the door is up.
- 8) **Sprinkler system and FACP shall be put back into full operation at the end of each day.**
- 9) The attached drawings are conceptual only. A pre-bid walk through is highly encouraged to understand the whole scope of work.
- 10) A staging area will be determined by mutual agreement after contract award.
- 11) The following information is provided for bidding purposes only. The contractor is advised to conduct a site visit and field-verify the exact information required for use in completing the work and submitting an offer.
- 12) No asbestos or lead containing materials shall be used.
- 13) All work shall comply with codes and standards applicable to each type of work through the course of this project including the National Electric Code (NFPA 70). Contractor shall also comply with the requirements of GSA Build Green Standards, and PBS P-100.
- 14) The Contractor is responsible for locating all utilities in project area, both public and private. GSA will make any existing drawing available for reference purposes only, actual locate is still contractor's responsibility.
- 15) The contractor is responsible for the protection of all existing building property surfaces from damage due to work performed under this contract. Damages to existing surfaces caused by the performance of this contract shall be repaired as to match the existing surface finish at no additional cost to the Government.
- 16) The Contractor shall remove all debris generated in the performance of this contract daily.
- 17) The contractor shall take all necessary precautions to prevent any dust or debris from filtering into other parts of the building including but not limited to mechanical systems. Should dust or debris filter into other parts of the building the contractor shall take immediate steps to clean the area (no equipment or supplies will be furnished by GSA).
- 18) At the completion of the project, the project area shall be cleaned to building standards as determined by the GSA Property Manager. Should the contractor fail to clean the project limits in a timely manner, GSA will contract for said cleaning and the cost will be deducted from the contract. Ensure that all penetrations are sealed with fire rated approved material as required by the International Building Code.
- 19) The CO has the right to reject any unsatisfactory or unsuitable material or workmanship.

Section 6: Proposal Pricing & Site Walk

1) Pre-proposal Site Visit Meeting:

- a) The site visit shall consist of a meeting to review construction requirements followed by a walk-thru of the project site. The meeting shall be attended by the contractor and GSA project personnel, and appropriate sub-contractors. Contact the Project Manager to schedule a site visit.
- b) Review existing conditions of the project area including any field verification.
Review the solicitation/evaluation requirements

2) Cost Proposal Requirements:

- a) When submitting a proposal, provide a cost breakdown for each task into the following categories: Materials, equipment, labor hours, subcontractor's quotes, overhead, profit, and bond broken down into shell, tenant improvement (TI) (by tenant), Building- Specific Amortized Capital (BSAC), and environmental (as applicable). Follow P120 guidelines for tier level 3 based on project triage tool. Pricing shall be broken down by Construction Specification Institute (CSI) divisions.
- b) Base Bid-

Section 7: Period of Performance

Once notice to proceed has been issued, the contractor has 90 calendar days to complete the project. The contractor must also promptly begin the badging process at the time of award. Please allow a minimum of 30 days to complete the badging process. Extensions will be granted for unforeseen conditions and other factors outside of the contractor's control at the Contracting Officer's discretion.

Section 8: Universal Scope Requirements

- **ALL of the requirements in this section are MANDATORY for ALL GSA projects**
- See the attached **Universal Scope Requirements** document for the full details outlining each item
- Failure to comply with any and all of the requirements will result in the project not being accepted as complete

REQUIREMENTS for ALL Projects (Construction, Design & Design/Build)

- a. Safety and Health Program
- b. Asbestos Containing Materials. To comply with federal and state regulations as well as GSA policy, an asbestos pre-alteration assessment is required for all construction projects as outlined in Section B of the Universal Scope Requirements.
- c. Lead Containing Paint / Lead Based Paint
- d. Accessibility
- e. Green Purchasing
- f. Construction Indoor Air Quality (IAQ) Management Plan
- g. Construction Waste Diversion

Section 9: Submittals

- 1) Contractor shall submit a Method of Procedures (MOP) to the GSA Delivery Project Manager (PM) for approval prior to commencement of work. At a minimum, the MOP shall include:
 - a) Brief narrative describing method of accomplishment, construction techniques, etc
 - b) Project schedule (to include critical path, major milestones, long lead time items, mob & de-mob, inspection dates, substantial completion, and occupancy dates)
 - c) Service/Utility Outages (if necessary)
 - d) Phasing schedule (if necessary)
 - e) Any building infrastructure/BAS equipment that may be impacted
- 2) As-Builts (CAD and/ or BIM) BIM is required for any project above the Simplified Acquisition Threshold, currently \$250,000.
- 3) Pre-alteration assessment report
- 4) All new equipment and anything requiring a preventative maintenance plan shall be inputted into Maximo upload template. Information needed from the contractor will be all: Manufacturer, Model Number, Part Number, Serial Number, Any Manufacturer Warranty Information.
- 5) Manufacturer's specifications, instructions and material specification sheets in original form
- 6) Submittal register/ log for all products specified to establish a standard of quality to include. Submittal register response by the government shall be 14 calendar days or less.
 - a) For pricing purposed please assume 1 hard copy of submittals and 1 electronic copy to be sent to the project manager. Distribution list including final quantities will be finalized after receipt of the submittal log/ register by GSA project manager.
- 7) If product samples are not submitted in a timely fashion, any delays caused by the contractor will not warrant a time extension. After completion of all work, the Contractor shall submit to the project manager the manufacturer's specifications, instructions and material specification sheets in original form. Additionally, the Contractor shall submit all inventory changes (removals, additions, upgrades, etc., and new condition codes) to the COR.
- 8) Submittal response by the government shall be 14 calendar days or less.

Section 10: General Requirements

- 1) **Contractor Use of the Premises**
 - a) During the period of the project, the contractor will have access to the site only during business hours of 7:00 am 4:00 pm. No on-site work shall be performed outside these hours or on holidays unless otherwise directed by the Contracting Officer. The contractor will need to coordinate with the Contracting Officer to arrange access to the parking lot. The contractor shall make every effort to cause a minimum of damage to parking lots, any other paved areas, any

items that need to be moved during the course of the project, and any areas not included in this scope of work. Any damage caused will be repaired at the contractor's expense.

2) Progress Meetings

- a) Progress meetings are not required for this project. The project manager and building team representative shall make daily inspections of the work progress.

3) Equipment

The contractor shall provide all equipment associated with the entire project, operate in a safe manner and adhere to all OSHA and GSA standards.

4) Equipment and Material Storage

The contractor shall provide and store all equipment, the materials specified above, and any other materials required completing the project. The materials are required to be kept clean and dry throughout the duration of the project.

Contractor to coordinate with building manager for location of storage sheds.

5) Sanitary Facilities

Provide and maintain temporary toilet facilities in accordance with State Health Department and GSA requirements.

6) Electricity, Water, and Gas

GSA will pay for electricity, water, and gas during the course of this project. The contractor is responsible for making connections to the existing systems. Temporary electrical work shall meet the requirements of NFPA 70-1996 (NEC), Article 305. When temporary connections are removed, restore existing utility services to their original condition.

7) Contractor's Field Office

The contractor may provide an office for their own use. Size, location, and construction shall be subject to approval.

8) Fire Watch

Contractor shall be responsible for providing fire watch if required per attached GSA fire watch guidelines.

9) Fire Alarm Impairment and Hot Work

When a fire suppression or alarm system impairment is required, contractor shall provide written outage request to GSA for approval in advance of impairing any systems. Contractor shall be responsible for having a GSA approved NICET certified fire alarm contractor perform all system impairments. During fire alarm/suppression impairments or hot work procedures, contractor shall provide a fire watch per the GSA Regional Fire Watch Guidelines.

10) Protection of Public

The building site will continue to be used by tenants. The contractor shall fence, barricade, or otherwise block off the immediate work area to prevent unauthorized entry. The contractor shall illuminate barricades and obstructions at night and maintain safe building access and egress for tenants.

11) Housekeeping

The project site shall be kept in a neat, orderly, and safe condition at all times. The contractor shall provide enough containers for collecting construction debris and construction materials to be recycled. The contractor shall wet down dry materials and rubbish to prevent blowing dust and keep volatile wastes in covered containers.

12) Transportation and Deliveries

The contractor shall arrange deliveries of materials in accordance with construction schedules; coordinate with COR to avoid conflict with other tenants and other work conditions at the site. Contractor must make GSA PM & CO aware of any lead times that may affect the project schedule.

13) Cleaning

Before scheduling the final inspection, the Contractor shall accomplish six items: (1) Remove all tools, equipment, surplus material, and rubbish; (2) Restore or refinish, to original condition, surfaces that are damaged due to the work of this contract; (3) Remove grease, dirt, stains, foreign materials, and labels from finished surfaces; (4) Thoroughly clean building interiors; (5) Pickup all construction debris from the site; and (6) At time of final inspection, project shall be thoroughly cleaned and ready for use.

14) Protection of the Building

The construction contractor is responsible for the protection of all existing building property for damage due to work performed under this contract. Any damage caused by the performance of this contract shall be repaired to match like or better condition at no additional cost to the government.

15) Disruptive Work

All painting, staining, or other activity which may cause noxious or undesirable fumes and/ or any noisy work that may be disruptive to the tenants/ public must be performed after normal working hours. The use of paint or stain that does not generate odors is preferred and may be required if the space will be occupied the following day with prior written approval from GSA.

Section 11: Badging & Security

- 1) Contractor is responsible to follow GSA's security and badging requirements as detailed upon contract award.
- 2) US Access shared enrollment centers can be found at fedidcard.gov. Travel distances to the nearest center should be accounted for during the badging process.

Section 12: Payments

- 1) Information regarding payment requests and payment is in the solicitation/ contract. Please contact the CO if you have any questions regarding payments.

Section 13: Substantial Completion & Final Inspection

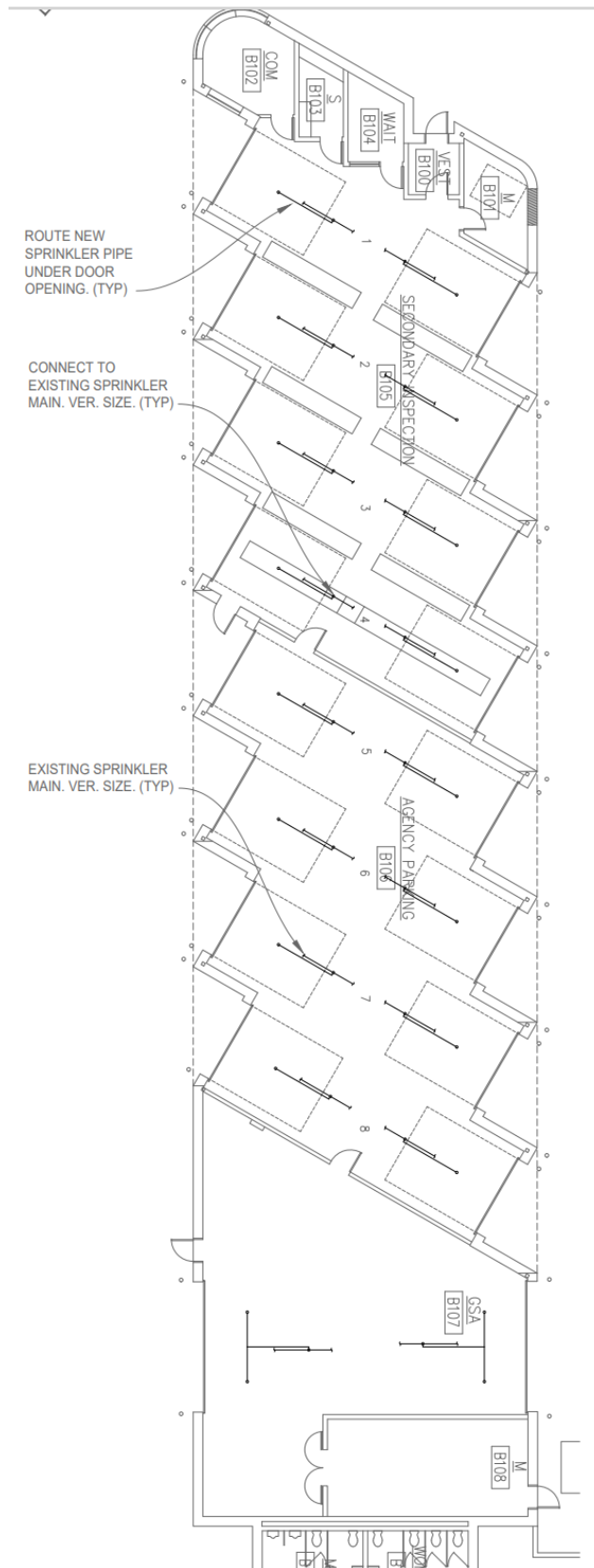
- 1) When project, or designated portion of project is complete, request a final inspection. Upon receipt of request that project is substantially complete, the Contracting Officer will proceed with the inspection within ten days of receipt of request or will advise the contractor of items that prevent the project from being designated substantially complete.
- 2) Red-lined drawings and CAD and/or BIM as-built drawings, and field training for Operations and Maintenance (O&M) personnel shall be provided at completion of project. Maintain one complete set of contract drawings. Clearly mark changes, deletions, and additions using GSA CAD Standards to show actual construction conditions. Show additions in red, deletions in green, and special instructions in blue print. Provide to GSA within timeframe negotiated at time of award.
- 3) The contractor shall provide O&M manuals. The O&M manuals shall contain the following:
 - o Executed Warranties (at project completion)
 - o Maintenance and operation manuals

Section 14: Historical Building: NA

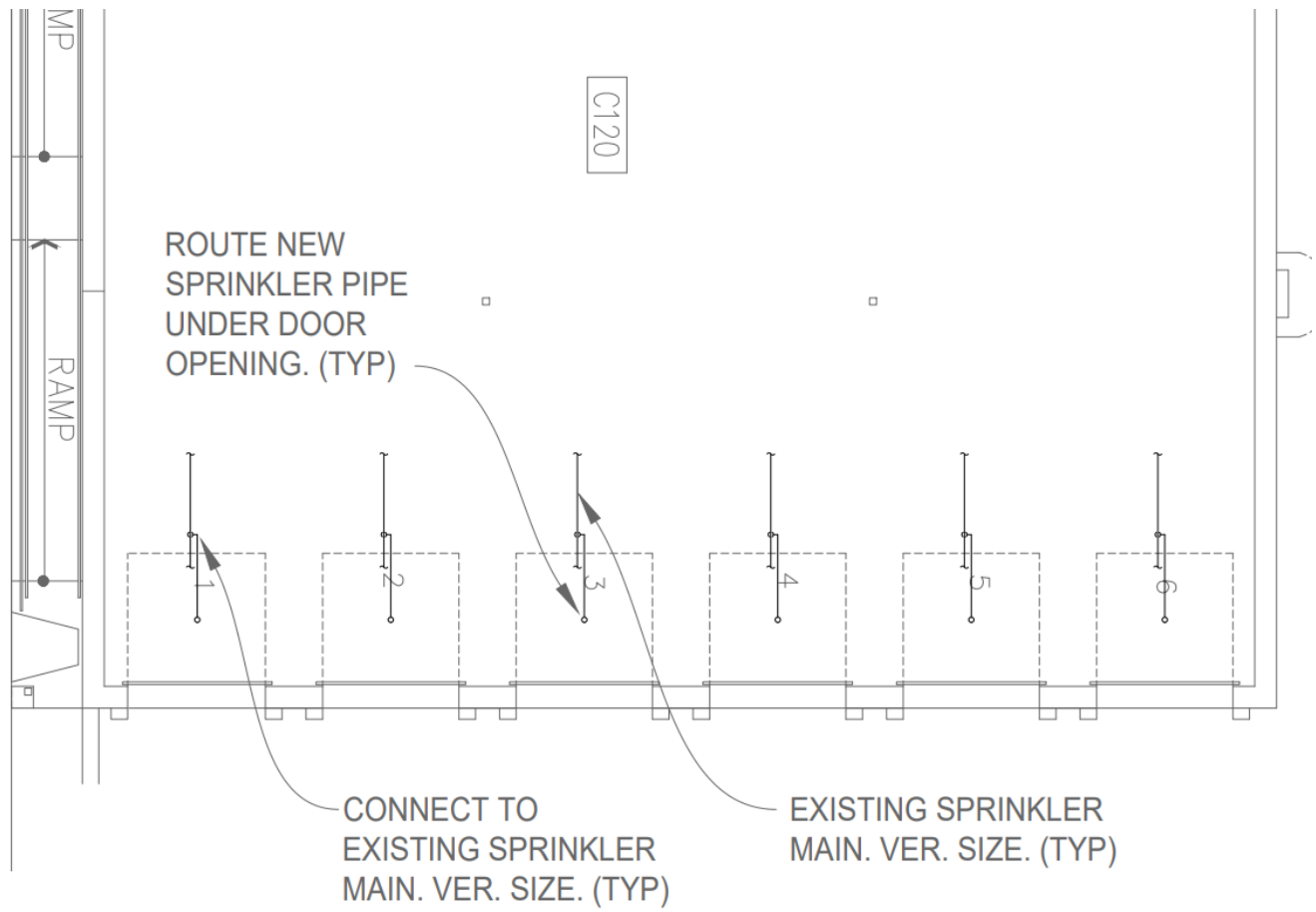
Section 15: Attachments

- 1) Universal Scope requirements
- 2) Building drawings, etc

Building B – Not to Scale



Building C – Not to Scale



Superseded General Decision Number: ND20220026

State: North Dakota

Construction Type: Building

County: Pembina County in North Dakota.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at 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 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$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>.

BOIL0647-006 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 40.94	28.44

ELEC1426-007 06/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 33.85	11.5%+\$12.44

ENGI0049-008 05/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
GROUP 1.....	\$ 38.30	21.60
GROUP 2.....	\$ 35.65	21.60
GROUP 3.....	\$ 35.05	21.60

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane Operator 180' boom or jib and over any combination, all types, Crane Operator 150 tons & over, Overhead Cranes 250 tons & over, Tower Cranes 200' and up, an jib configuration 160' and over.

GROUP 2: All cranes up to 149 tons, Crane Operator up to 179' of Boom or Jib, any combination all types, Gentry Crane operator, Overhead Cranes up to 249 tons, Tower Cranes up to 199' and any jib configuration 159' and under.

GROUP 3: Forklift

IRON0512-010 05/01/2022

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 35.95	33.11

PLAS0633-001 05/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.88	16.87

PLUM0300-020 06/07/2021

	Rates	Fringes
PIPEFITTER.....	\$ 38.19	17.42

SUND2012-015 08/18/2014

	Rates	Fringes
BRICKLAYER.....	\$ 24.60	10.28
CARPENTER.....	\$ 19.40	0.00
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 16.68	2.17
IRONWORKER, STRUCTURAL.....	\$ 28.02	15.21

LABORER: Common or General.....	\$ 13.50 **	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 22.48	4.00
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 21.23	12.65
OPERATOR: Loader.....	\$ 21.00	12.45
PAINTER (Brush and Roller).....	\$ 20.46	0.00
PLUMBER.....	\$ 20.06	4.45
SHEET METAL WORKER (HVAC Duct		
Installation Only).....	\$ 26.80	8.52
SHEET METAL WORKER (HVAC Unit		
Installation Only).....	\$ 28.88	8.20
TRUCK DRIVER: Dump Truck.....	\$ 20.95	0.00

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
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 DECISION"

II. Prices

II.A. Basis of Pricing

(1) Contract Prices. All Contract prices set forth in this Section include all costs necessary to complete the work for which the price is established (e.g., Base Contract, Unit Price, Options) in accordance with the Contract Documents, including, but not limited to, the cost of work performed by subcontractors and consultants, indirect costs, fees, expenses, taxes, and profit.

(2) Knowledge of Conditions Affecting Price. FAR 52.236-3, Site Investigations and Conditions Affecting the Work, is incorporated by reference in this Contract. The Contractor shall be presumed to have established all prices with knowledge of general and local conditions that may affect the cost of Contract performance at the site where the Work is to be performed, to the extent that such information is reasonably obtainable.

(3) Unit Prices and Allowances. If any portion of the Work is to be performed on a unit price basis, the Unit Price shall include all costs of coordinating and incorporating the unit-priced portion of the Work into the Base Contract Work. The Contractor shall only be obligated to perform unit-priced work to the extent that an Allowance has been established. The Contractor shall be obligated to perform such work in excess of a unit quantity for which an Allowance is established only if directed by the Contracting Officer in writing. The Contractor shall be bound to the unit price or prices set forth herein in all equitable adjustments for changes including unit priced work, and no markups shall be applied to such unit prices.

(4) Options. If any portion of the Work is to be performed upon the timely exercise of an Option, the Option Price shall include all costs of coordinating and incorporating the Option-priced portion of the Work into the Base Contract Work. An adjustment to the Contract price for such additional work shall be computed solely on the basis of the Option price or prices set forth herein. Unless otherwise specified, all options may be exercised within 90 days of Contract award.

(5) Bid Rates. If this Contract includes Bid Rates to be used in determination of equitable adjustments (e.g., overhead, profit, daily rates for time-related costs), such rates shall be deemed to include all costs recoverable as components of an equitable adjustment consistent with the requirements, definitions, and exclusions applicable to equitable adjustments set forth in this Contract, and consistent with the Contractor's cost accounting practices. Unless otherwise specified, the bid rates shall be deemed to include only the Contractor's costs, and not the costs of any subcontractors.

II.B. Contract Price Form

Use box 17a of Standard Form (SF1442) as well as additional attachments as needed to submit cost proposal.

III. Terms and Conditions

III.A. Commencement, Prosecution, and Completion of Work

FAR 52.211-10, Commencement, Prosecution, and Completion of Work and GSAR 552.211-10, Commencement, Prosecution and Completion of Work is supplemented as follows:

The Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of the Work, as defined in GSAR 552.211-70 Substantial Completion (Mar 2019) and the time specified in Section I (Project Information), "Period of Performance" clause. If the Contract specifies different completion dates for different phases or portions of the Work, the Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of such phases or portions of the Work within the times specified.

III.B. Contractor Responsibilities

GSAR 552.236-71, Contractor Responsibilities is located in Section IV.A. of this Agreement and is supplemented as follows:

(1) The Contractor shall secure and pay for all necessary permits and governmental fees, licenses, and inspections that are customarily secured after award of the Contract and that are legally required at the time of award. The Contractor shall provide a copy of the permits required for execution of the work to the Contracting Officer prior to commencement of any related work.

III.C. Material and Workmanship

All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specified in this Contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number shall be regarded as establishing a standard of quality and performance and shall not be construed as limiting competition. Unless specifically directed by the Contracting Officer, the Contractor may use any equipment, material, article, or process that is equal to that named in the specifications, so long as it is of comparable quality and meets specified characteristics, or, if no such characteristics are specified, the relevant performance characteristics of the specified item.

III.D. Project Schedule

(1) The Project Schedule shall be a rational, reasonable and realistic plan for completing the Work, and conform to requirements specified in this clause and elsewhere in this Contract.

(2) The Contractor understands and acknowledges that the preparation and proper management of the Project Schedule is a material component of the Work, and that the Contract price includes all costs of compliance with Project Schedule requirements.

(3) The Project Schedule shall depict all major activities necessary to complete the Work.

(4) Prior to NTP, the Contractor shall submit its Project Schedule to the Contracting Officer. The Contractor shall submit the Project Schedule in PDF and hardcopy print format.

(5) The Project Schedule shall incorporate both major tasks as well as milestone events specified in the Contract, including, as applicable, NTP, Substantial Completion, and milestones related to specified work phases and site restrictions. The Project Schedule shall also include Contractor-defined milestones to identify target dates for critical events, based upon the Contractor's chosen sequence of work and be linked to the tasks that drive those milestones.

(6) Unless a shorter period for updates is specified elsewhere, the Contractor shall update the Project Schedule weekly to reflect its actual progress in completing the Work, and submit the updated Project Schedule to the Contracting Officer.

(7) If the Contractor revises the Project Schedule after initial submission, the Contractor shall provide in writing to the Contracting Officer a narrative describing the substance of the revision, the rationale for the revision, and the impact of the revision on the projected substantial completion date.

(8) If at any time the Contracting Officer finds that the Project Schedule does not comply with any Contract requirement, the Contractor shall, upon written notice of exceptions taken by the Contracting Officer, revise the Project Schedule, adjust activity progress, or provide sufficient information demonstrating compliance.

(9) If the Contractor fails to sufficiently address the Contracting Officer's exceptions to the Project Schedule within 5 calendar days of written notice of the same, the Contracting Officer may withhold retainage until the Project is Substantially Complete or until such time as the Contractor has complied with Project Schedule requirements.

(10) The Contracting Officer shall be entitled, but not required, to rely upon the Project Schedule to evaluate the Contractor's progress, evaluate entitlement to extensions of time, and determine the criticality or float of any activities described in such Project Schedule.

III.E. Interpretation of Specifications and Drawings

(1) The specifications and drawings shall be interpreted to complement each other. Requirements set forth in the specifications and not shown on the drawings, or shown on the drawings and not set forth in the specifications, shall be of like effect as if shown or set forth in both.

(2) Different requirements within the Contract Documents shall be deemed inconsistent only if compliance with both cannot be achieved.

(3) If a requirement set forth in one location is more restrictive than that set forth elsewhere in the Contract Documents, requirements set forth in specifications shall govern over requirements set forth in drawings; otherwise, the more restrictive shall govern.

(4) In case of inconsistent requirements within the drawings, the following order of precedence shall apply:

(a) Requirements indicated in large-scale drawings shall govern over inconsistent requirements indicated in small-scale drawings.

(b) Requirements indicated in schedules shall govern over inconsistent information shown in drawings.

(5) Unless otherwise noted, the drawings shall be interpreted to provide for a complete construction, assembly, or installation of the Work, without regard to the detail with which material components are shown in the drawings.

(6) If any inconsistency within the drawings or specifications cannot be reconciled by reference to this clause, the Contractor shall promptly request a determination from the Contracting Officer as to which requirement shall govern. Election by the Contractor to follow either requirement without a determination from the Contracting Officer shall be at the Contractor's risk; should the Contracting Officer subsequently determine that the requirement not followed by the Contractor governs, the Contractor shall be responsible for all cost and time required to comply with the Contracting Officer's determination.

III.F. Submittals

(1) The Contractor shall prepare and submit to the Contracting Officer shop drawings, samples, calculations, product information, mockups, and other submittals (collectively, "submittals") demonstrating compliance with Contract requirements for all Work components as specified elsewhere in this Contract. If particular submittal requirements are not specified for a component of the Work, the Contractor shall prepare submittals for such Work as directed by the Contracting Officer.

(2) Prior to submission, the Contractor shall review all submittals for accuracy, completeness, compliance with Contract requirements, and coordination between different trades and subcontractors. The Contractor shall indicate its approval on all submittals as evidence of such review and coordination. Submittals submitted to the Contracting Officer without evidence of the Contractor's approval may be rejected without further review.

(3) The Contractor shall not proceed with work or procure products or materials described or shown in submittals until the Contracting Officer has indicated approval of the submittal. If the Contracting Officer disapproves of a submittal, the Contractor shall be entitled to an explanation of the reasons for disapproval.

Any work or activity undertaken prior to approval shall be at the Contractor's risk; should the Contracting Officer subsequently determine that the work or activity does not comply with the Contract, the Contractor shall be responsible for all cost and time required to comply with the Contracting Officer's determination. The Contracting Officer shall have the right to order the Contractor to cease execution of work for which submittals have not been approved. The Government shall not be liable for any cost or delay incurred by the Contractor attributable to the proper exercise of this right.

(4) Approval by the Contracting Officer of any submittal required under this Contract shall not relieve the Contractor from responsibility for any errors or omissions in such submittals, or from responsibility for complying with the requirements of this Contract, except with respect to variations described and approved as changes in accordance with the following Paragraph (5).

(5) The Contractor shall be entitled to rely upon approval of submittals containing variations from the requirements of the Contract as a change to the Contract only if the Contractor separately requests approval of the variation at the time of submission and the Contracting Officer has approved the request for variation. Such requests shall fully describe the substance of the variation reflected in the Contractor's submittal. This provision shall not be interpreted as limiting the right of the Government to treat non-conforming work as a change where the Contractor has failed to request a variation in accordance with this paragraph.

(6) The Contractor shall be entitled to receive notice of action on submittals within a reasonable time, given the volume or complexity of the submittals and the criticality of the affected activities to Substantial Completion. The Contractor shall not be entitled to receive notice of action on submittals containing variations from Contract requirements in less than twenty working days for all Work components as specified elsewhere in this Contract.

III.G. Government's Right to Stop Work for Non-Compliance

If the Contractor, after receiving written notice from the Contracting Officer of non-compliance with any requirement of this Contract, fails to promptly initiate action to achieve compliance within a reasonable time, the Contracting Officer shall have the right to order the Contractor to

stop work under the Contract until the Contractor has complied. The Contractor shall not be entitled to any extension of Contract time or payment for any costs incurred as a result of being ordered to stop work for such cause. Possession of this right by the Contracting Officer shall not relieve the Contractor of its obligation to comply with the Contract, regardless of whether this right is exercised.

III.H. Other Contracts

The Government may enter into other contracts to be performed at the Project site including, but not limited to, construction management services. The Contractor shall not impede site access for these other contractors and shall notify GSA immediately if the activities of other contractors interfere with performance of the Contract.

III.I. Use and Possession Prior to Substantial Completion

Upon notice by the Contracting Officer, the Government shall have the right to take possession of, use, or operate with Government employees or other contractors, any completed or partially completed part of the Work prior to Substantial Completion. Exercise by the Government of the right shall not relieve the Contractor of responsibility for completing any unfinished components of the Work.

III.J. Finality of Contract Modifications

As set forth elsewhere in this Contract, the Contractor is entitled to additional consideration under certain conditions, including the issuance of change orders. It is the Contractor's duty to include in proposals for equitable adjustment or other consideration all compensation to which it may be entitled, including cost and time. Unless otherwise explicitly stated in a modification to the Contract providing such consideration, adjustments to the Contract price or time agreed upon therein shall be deemed to provide all compensation to which the Contractor is entitled, and shall constitute final settlement of the Contractor's entitlement to compensation on account of the change or other condition giving rise to the modification.

III.K. Liquidated Damages

The Contractor acknowledges that time is of the essence for the performance of the Work, and that determining actual damages from delay would be extremely difficult and impractical. If the Contractor fails to achieve Substantial Completion of the Work in accordance with FAR 52.211-12, Liquidated Damages and GSAR 552.211-12, Liquidated Damages and the time specified in this Contract, the Contractor shall be liable to the Government for liquidated damages at the rate specified in Section I (Project Information), paragraph entitled, "Liquidated Damages Rate," for each calendar day following the required completion date that the Work is not Substantially Complete. (CO Note: N/A if not applicable)

III.L. Insurance Requirements

(1) The Contractor shall obtain and maintain for the entire life of the Contract, in addition to any insurance required by law, the following minimum kinds and amounts of insurance required pursuant to FAR clause 52.228-5, Insurance – Work on a Government Installation, and GSAR 552.228-5, Government as Additional Insured.

(a) Workers' compensation insurance in the amount required by the jurisdiction in which the Contract is performed. The Contractor shall obtain Employers' liability coverage of at least

\$100,000. If occupational diseases are not covered by workers' compensation insurance, Employers' liability coverage shall include occupational diseases.

(b) Broad form comprehensive commercial general liability insurance in the amount of at least \$500,000 per occurrence. Such insurance shall include, but not be limited to, contractual liability, bodily injury and property damage.

(c) Comprehensive automobile liability covering the operation of all automobiles used in connection with performing the Contract in the amount of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(2) The Contractor shall promptly provide to the Contracting Officer proof that it has obtained insurance required by the Contract in the form of certificates of insurance. The Contractor shall submit to the Contracting Officer all renewal certificates issued during the life of this Contract immediately upon issuance.

III.M. Administrative Matters

(1) *Project Meetings.* The Contractor shall attend a pre-construction conference and shall participate in regularly scheduled Project meetings.

(2) *Payments.* FAR clause 52.232-5, Payments under Fixed-Price Construction Contracts, is supplemented by GSAR 552.232-5 Payments under Fixed-Price Construction Contracts located in Section IV.A. of this Agreement. In accordance with the relevant FAR and GSAR clauses, GSA requires the following data be included with each invoice:

(a) Invoices shall be submitted electronically to the designated billing office specified in this Contract or in individual delivery/work orders. An electronic copy of the invoice shall be sent to the CO and COR as designated after award.

(b) Invoices must include the Account Document Number (ADN) assigned at award.

(c) The Contractor shall submit the following information or documentation with each invoice:

(i) Updated Schedule of Values upon which the payment request is based;

(ii) GSA Form 2419 - Certification of Progress Payments Under Fixed-Price Construction Contract;

(iii) The payment terms that apply for the particular services rendered

(iv) Additional documentation: N/A

(3) *Prompt Payment.* In accordance with FAR clause 52.232-27, the period for payments is as follows:

(a) Progress Payments: 14 days

(b) Subsequent Subcontractor Payments: 7 days

(4) *Payment Information.* The General Services Administration (GSA) makes information on contract payments available electronically at the Office of the Chief Financial Officer. The

Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

(5) *Security Clearances*. Contractor shall comply with the following requirements pertaining to security clearances.

(a) All personnel performing work under the Contract on the Project site must obtain an Enter on Duty (EOD) determination before they will be granted access to the site.

(b) To obtain an EOD determination, Contractor shall submit for all such personnel fingerprints on Form SF87 and a completed Contractor Information Worksheet (CIW). Detailed information is available at GSA Access Card . USAccess Credentialing Centers can be located at US Access Centers .

(c) In addition, all such personnel who will be on site 6 months or longer must apply for and receive clearance in accordance with Homeland Security Presidential Directive 12 (HSPD-12). See Section IV, Contract Clauses, GSAR 552.204-9.

(6) *Safeguarding and Dissemination of Controlled Unclassified Information (CUI) Building Information*

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at <https://www.archives.gov/files/cui/20161206-cui-marking-handbook-v1-1.pdf>) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.

a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as “active” in the System for Award Management (SAM) database at www.sam.gov, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.

b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.

2. Dissemination of CUI building information:

a. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800- 171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.

b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.

i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirmation, proof of delivery, signature confirmation, or return receipt. CUI markings must not appear on the exterior of packages.

ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.

3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of these clauses. This list must include, at a minimum: (1) the name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information; (3) contact information for the named individual; and (4) a description of the CUI building information provided. Once “as built” drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.

5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.

6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance

with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.

7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

[End of clause]

III.N. Bonds

Upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government, the Contractor shall promptly provide a copy of such payment bond to the requester.

IV. Contract Clauses

IV.A. Clauses Incorporated in Full Text

(1) FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEPT 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule.

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at USDA BioPreferred.

(c) In the performance of this contract, the Contractor shall—

(1) Report to System for Award Management, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(2) FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 08)

(a) *Definitions.* As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this Contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

(3) FAR 52.225-9 Buy American—Construction Materials (OCT 2022)

(a) *Definitions.* As used in this clause—

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.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term

also includes an item brought to the site pre-assembled 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.

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.

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.

(b) Domestic preference. (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 materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows: None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) 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 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;

(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 is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that 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)(3)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(3)(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 foreign offer of 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)(3)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(3)(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)(3) 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)(3)(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.]

(4) FAR 52.228-13 Alternative Payment Protections (July 2000)

- (a) The Contractor shall submit one of the following payment protections:
 - (i) Payment bond.
 - (ii) Irrevocable letter of credit (ILC)
 - (iii) A tripartite escrow agreement
 - (iv) Certificate of deposit
- (b) The amount of the payment protection shall be 100 percent of the contract price.
- (c) The submission of the payment protection is required within ___ days of contract award.
- (d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
- (e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
- (f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(5) GSAR 552.204-9 Personal Identity Verification Requirements (JUL 2021)

(a) The contractor shall comply with GSA personal identity verification requirements, identified in the CIO P 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing Handbook, if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements. The contractor can find the CIO policy and additional information at <http://www.gsa.gov/hspd12>.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

(6) GSAR 552.252-6 Authorized Deviations in Clauses (NOV 2021)(Deviation FAR 52.252-6)

(a) Deviations to FAR clauses. This solicitation or contract identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) clause by—

(1) The addition of “(DEVIATION)” after the date of the FAR clause when an authorized deviation to a FAR clause is being used, and

(2) The addition of “(DEVIATION FAR (clause number))” after the date of the GSAR clause when a GSAR clause is being used in lieu of a FAR clause.

(b) Deviations to GSAR clauses. This solicitation or contract identifies any authorized deviation to a General Services Administration Acquisition Regulation (GSAR) (48 CFR chapter 5) clause by the addition of “(DEVIATION)” after the date of the clause.

(c) “Substantially the same as” clauses. Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(7) FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

(8) FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (NOV 2021)(DEVIATION APR 2020)

(a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307, upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract in accordance with the accelerated payment date established], to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, with a goal of 15 days after receipt of a proper invoice and all other required documentation from the small business subcontractor if a specific payment date is not established by contract.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

(9) FAR 52.228-11, Pledges of Assets (FEB 2021) (DEVIATION APR 2020)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond-

(1) Pledge of assets; and

(2) A signed affidavit containing the information set out in Standard Form 28, Affidavit of Individual Surety, except that the Standard Form 28 is not required to be sworn and notarized.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of-

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2(except see 28.203-2(b)(2) with respect to Government securities held in book entry form); and/or

(2) A recorded lien on real estate. The offeror will be required to provide-

(i) A mortgagee title insurance policy, in an insurance amount equal to the amount of the lien, or other evidence of title that is consistent with the requirements of Section 2 of the United States Department of Justice Title Standards at <https://www.justice.gov/enrd/page/file/922431/download>. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title.

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

(10) Additional clauses

NUMBER	TITLE	DATE
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 14
52.228-14	Irrevocable Letter of Credit	NOV 14

NUMBER	TITLE	DATE
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 14
52.228-15	Performance and Payment Bonds-Construction	June 20
52.223-6	Drug-Free Workplace	MAY 01

IV.B. Clauses Incorporated by Reference

(1) 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. The full text of a clause may also be accessed electronically at this address:

[Federal Acquisition Regulation](#)

(2) Federal Acquisition Regulation (FAR) clauses:

NUMBER	TITLE	DATE
52.204-2	Security Requirements	MAR 21
52.204-7	System for Award Management	OCT 18
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 11
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 20
52.204-13	System for Award Management Maintenance	OCT 18
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 14
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 21
52.204-23	Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 21
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	NOV 21

NUMBER	TITLE	DATE
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 15
52.211-18	Variation in Estimated Quantity	APR 84
52.219-28	Post-Award Small Business Program Representation	OCT 22
52.222-3	Convict Labor	JUN 03
52.222-6	Construction Wage Rate Requirements	AUG 18
52.222-7	Withholding of Funds	MAY 14
52.222-8	Payrolls & Basic Records	JUL 21
52.222-9	Apprentices And Trainees	JUL 05
52.222-10	Compliance With Copeland Act Requirements	FEB 88
52.222-11	Subcontracts (Labor Standards)	MAY 14
52.222-12	Contract Termination—Debarment	MAY 14
52.222-13	Compliance With Construction Wage Rate Requirements And Related Regulations	MAY 14
52.222-14	Disputes Concerning Labor Standards	FEB 88
52.222-15	Certification of Eligibility	MAY 14
52.222-21	Prohibition of Segregated Facilities	APR 15
52.222-26	Equal Opportunity	SEP 15
52.222-27	Affirmative Action Compliance Requirements for Construction (Applies if over \$10,000)	APR 15
52.222-35	Equal Opportunity for Veterans	JUN 20
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 20
52.222-37	Employment Reports on Veterans	JUN 20
52.222-50	Combating Trafficking in Persons	NOV 21
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 22
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 22
52.223-3	Hazardous Material Identification and Material Safety Data - Alternate I (JUL 95)	FEB 21
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 11
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 20
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	AUG 18
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	JUN 20

NUMBER	TITLE	DATE
52.223-21	Foams	JUN 16
52.224-1	Privacy Act Notification	APR 84
52.224-2	Privacy Act	APR 84
52.225-13	Restrictions on Certain Foreign Purchases	FEB 21
52.227-1	Authorization and Consent	JUN 20
52.227-2	Notice and Assistance Regarding Patent and Copyright	JUN 20
52.227-4	Patent Indemnity—Construction Contracts	DEC 07
52.228-2	Additional Bond Security	OCT 97
52.228-5	Insurance - Work on a Government Installation	JAN 97
52.232-5	Payments Under Fixed Price Construction Contracts	MAY 14
52.232-23	Assignment of Claims	MAY 14
52.232-27	Prompt Payment for Construction Contracts	JAN 17
52.232-33	Payment by Electronic Funds Transfer – System for Award Management	OCT 18
52.233-1	Disputes	MAY 14
52.233-1	Alternate I	DEC 91
52.233-3	Protest after Award	AUG 96
52.233-4	Applicable Law for Breach of Contract Claim	OCT 04
52.236-2	Differing Site Conditions	APR 84
52.236-3	Site Investigations and Conditions Affecting the Work	APR 84
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements	APR 84
52.236-10	Operations and Storage Areas	APR 84
52.236-12	Cleaning Up	APR 84
52.236-13	Accident Prevention Alternate I	NOV 91
52.236-14	Availability and Use of Utility Services	APR 84
52.236-17	Layout of Work	APR 84
52.242-14	Suspension of Work	APR 84
52.243-5	Changes and Changed Conditions	APR 84

NUMBER	TITLE	DATE
52.244-6	Subcontracts for Commercial Products and Commercial Services	DEC 22
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52.249-2	Termination for Convenience of the Government (Fixed-Price) Alt I	APR 12
52.249-10	Default (Fixed-Price Construction)	APR 84
52.253-1	Computer Generated Forms	JAN 91

(3) GSA Acquisition Regulation (GSAR) clauses:

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552.211-12	Liquidated Damages-Construction	MAR 19
552.211-13	Time Extensions	MAR 19
552.211-70	Substantial Completion	MAR 19
552.211-72	References to Specifications in Drawings	FEB 96
552.215-70	Examination of Records by GSA (Applicable if over \$100,000)	JUL 16
552.227-70	Government Rights (Unlimited)(MAY 1989) (DEVIATION FAR 52.227-17)	MAY 89
552.228-5	Government As Additional Insured	JAN 16
552.229-70	Federal, State, and Local Taxes	APR 84
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552.232-39	Unenforceability of Unauthorized Obligations. (FEB 2018) (DEVIATION FAR 52.232-39)	FEB 18
552.236-11	Use and Possession Prior to Completion	MAR 19
552.236-15	Schedules for Construction Contracts	MAR 19
552.236-21	Specifications and Drawings for Construction	MAR 19
552.236-70	Authorities and Limitations	MAR 19
552.236-71	Contractor Responsibilities	MAR 19
552.236-72	Submittals	MAR 19
552.236-73	Subcontracts	APR 84
552.243-71	Equitable Adjustments	MAR 19

(4) Total Small Business Set-Aside

This contract is Total Small Business Set-Aside; the following clause is incorporated by reference:

NUMBER	TITLE	DATE
52.219-6	Notice of Total Small Business Set-Aside	NOV 20

Simplified Acquisition Construction Contract for: Sprinkler Head Corrections located at the Pembina Land Port of Entry, 10980 I29, Pembina, ND 58271.

The Solicitation

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I. General Information**I.A. The Solicitation and Contract**

(1) This Solicitation is set-aside for Small Businesses, in accordance with FAR 19. This Solicitation sets forth requirements for proposals for a Contract to construct the Project described in the Solicitation Documents. Proposals conforming to the Solicitation requirements will be evaluated in accordance with the Method of Award set forth herein. The Government will award the Contract to the selected Offeror, subject to the conditions set forth herein.

(2) Neither the Solicitation nor any part of an Offeror's proposal shall be part of the Contract except to the extent expressly incorporated therein by the Contracting Officer.

(3) The Offeror's proposal submitted in response to this Solicitation shall constitute a firm offer. No contract shall be formed unless and until the Contracting Officer has countersigned the SF1442 submitted by an Offeror, and delivered to the Contractor a copy of the SF1442 with original signatures together with the Agreement reflecting the Offeror's proposed prices.

I.B. List of Solicitation Documents

The Solicitation Documents are comprised of:

- (1) The Solicitation
- (2) Offeror Representations and Certifications Form
- (3) Standard Form (SF) 1442 – Solicitation, Offer, and Award
- (4) The Agreement and Attachments to the Agreement

I.C. Authorized Representatives

The following individuals are designated as the authorized GSA representatives under this Solicitation:

Authorized Representative Information:	
Contracting Officer's Information	
Name:	Laura Funk
Email:	laura.funk@gsa.gov
Telephone:	(701) 541-3129

I.D. Estimated Price Range

The estimated price range for the Project is between \$25,000 and \$100,000.

I.E. FAR 52.228-1 Bid Guarantee (Sep 96)

N/A for procurements under \$150,000.

(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 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.

I.F. FAR 52.236-27 Site Visit - Construction (FEB 95)

(1) The clauses at FAR 52.236-2, Differing Site Conditions, and FAR 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 are urged and expected to inspect the site where the work will be performed.

(2) Site visits will be conducted by appointment only. To arrange for a site visit, contact:

Name:	Theuns Steyn
Telephone:	(701) 270-2632
Email:	theuns.steyn@gsa.gov

I.G. Receipt of Offers

(1) In order to be considered for award, offers conforming to the requirements of the Solicitation must be received at the following email address inbox no later than 4:00 pm local time on the following date:

Date:	May 19, 2023
Email Address:	laura.funk@gsa.gov

II. Proposals

II.A Proposal Contents

Proposals shall consist of the following documents, completed and executed in accordance with this Solicitation:

1. Price Proposal
2. Technical Proposal

II.B. Proposal Format

Offerors are required to submit proposals electronically to the Contracting Officer's email inbox.

II.C. Price Proposal

The Price Proposal shall consist of the SF 1442 and the Agreement, with prices and/or rates indicated for each price element shown on the pricing form included in Section II of the Agreement. Indicate the Base Contract Price, or if no such distinction is made, the Contract Price, in Block 17 of the SF 1442, which must be fully executed by the Offeror. If the Offeror communicates in its proposal any qualifications, exclusions, or conditions to the proposed prices not provided for in the Contract Documents, the Contracting Officer may reject the proposal and exclude the Offeror from further discussions.

II.D. Technical Proposal

The Technical Proposal shall include the information on the offeror's experience and past performance on similar work.

(1) Each Offeror is to provide 2 projects completed in the last 5 years that demonstrate similar experience. For each project, indicate the project owner, the contract value at award, final contract value after adjustments, and type of contract. Similar project is defined as similar in scope, size (in terms of square footage and dollar value) and complexity to the project described herein. For each project provide contact references for verification of information submitted.

II.E. Other Information to Submit with Proposal

Representations and Certifications

Offerors are reminded their SAM registration status must be "Active", at the time their offer is submitted, to be considered for award (see 52.204-7). Offerors submitting a proposal in response to this Solicitation shall complete electronic Annual Representations and Certifications in conjunction with required Entity registration in System for Award Management (SAM), accessed via System for Award Management. Offerors shall also submit with their proposal, the Annual Representations and Certifications (FAR 52.204-8), using the attached Offeror's Representations and Certifications.

III. General Provisions

III.A. Availability of Funds

Issuance of this Solicitation does not warrant that funds are presently available for award of a Contract. Award of the contract shall be subject to the availability of appropriated funds, and the

Government shall incur no obligation under this Solicitation in advance of such time as funds are made available to the Contracting Officer for the purpose of contract award.

III.B. Requests for Clarification or Interpretation

The Government will attempt to answer all requests for clarifications or interpretations of the Solicitation Documents prior to the date set for receipt of offers, but will not warrant that all such requests will be answered within 5 calendar days. Therefore, prospective Offerors should make such requests not less than 8 calendar days prior to the date set for receipt of offers.

III.C. Notice to Small Business Firms

A program for the purpose of assisting qualified small business concerns in obtaining certain bid, payment, or performance bonds that are otherwise not obtainable is available through the Small Business Administration (SBA) ([Small Business Administration](#)). For information concerning SBA's surety bond guarantee assistance, contact your SBA District Office.

III.D. Information Concerning the Disclosure of Solicitation Results

Unless the solicitation specifies that price proposals will be opened publicly, this acquisition is being conducted under the provisions of FAR Part 13 as a negotiated simplified procurement. In accordance with FAR 3.104 and FAR 15.207, after receipt of proposals, no information regarding the identity of those submitting offers, the number of offers received, or the information contained in such offers will be made available until after award except as provided by FAR 15.503.

III.E. Affirmative Procurement Program

GSA has implemented an Affirmative Procurement Program (APP) intended to maximize the use of recovered materials, environmentally preferable, and bio-based products. Offerors should familiarize themselves with the requirements for using and reporting on the use of such materials in performance as set forth in the Agreement. Refer to Clause FAR 52.223-10 encouraging vendors to practice waste reduction.

III.F. Notice Concerning Preparation of Proposals

The Contract contemplated by this Solicitation contains revisions to standard FAR and GSAR construction clauses. Offerors are cautioned to carefully read the entire Solicitation and the Agreement to be included in the Contract contemplated by the Solicitation in order to be fully aware of all requirements and clauses in the contemplated Contract. Verify that all blanks requiring information to be supplied in an Offer have been properly filled out, that all pricing and other numerical data is accurately calculated, and that all copies of the Offer contain the same information.

III.G. Bond/Payment Protection Requirements

In accordance with FAR 28.102, if the contract exceeds \$35,000 but does not exceed \$150,000, a payment bond or alternative payment protection is required in the amount of the award. If a bid guarantee is required to be submitted with your offer, any contract awarded will require a performance bond and payment bond as specified in the Agreement. Offerors who utilize individual sureties should note the requirement for a certified, audited, financial statement for each person acting as an individual surety under clause FAR 52.228-1 Bid Guarantee and the requirements of clause FAR 52.228-11 Pledges of Assets.

III.H. Contractor Performance Information

(1) *Evaluating Contractor Performance:* The General Services Administration is using the Contractor Performance Assessment Reporting System (CPARS) module as the secure, confidential, information management tool to facilitate the performance evaluation process. CPARS enables a comprehensive evaluation by capturing comments from both GSA and the contractor. The website for CPARS is Contractor Performance Assessment

Completed CPARS evaluations may then be used by the Federal acquisition community for use in making source selection decisions. CPARS assists acquisition officials by serving as the single source for contractor past performance data.

(2) *CPARS Registration:* Each award requiring an evaluation must be registered in CPARS. The contractor will receive several automated emails. Within thirty days of award, the contractor will receive an email that contains user account information, as well as the applicable contract and order number(s) assigned. Contractors will be granted one user account to access all evaluations.

(3) *Contractor CPARS Training:* Contractors may sign up for CPARS training. A schedule of classes will be posted to the CPARS training site (CPARS Training) and updated as needed.

(4) *Contractor Representative (CR) Role:* All evaluations will be sent to the Contractor Representative (CR) named on your award. The CR will be able to access CPARS to review and comment on the evaluation. If your CR is not already in the CPARS system, the contracting officer will request the name and email address of the person that will be responsible for the CR role on your award.

Once an evaluation is ready to be released the CR will receive an email alerting them the evaluation is ready for their review and comment. The email will indicate the time frame the CR has to respond to the evaluation; however, the CR may return the evaluation earlier than this date.

GSA shall provide for review at a level above the contracting officer (i.e., contracting director) to consider any disagreement between GSA and the contractor regarding GSA's evaluation of the contractor. Based on the review, the individual at a level above the contracting officer will issue the ultimate conclusion on the performance evaluation.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file.

III.I. Safeguarding and Dissemination of Controlled Unclassified Information (CUI) Building Information

Certain information contained in the Solicitation Documents may have been designated as Controlled Unclassified Information (CUI) building information. With respect to such information, Offerors shall agree to the terms for receipt of such information, as set forth in the provision "Administrative Matters" in Section III of the Agreement, as a condition of receipt of such information.

IV. FAR/GSAR Solicitation Provisions**IV.A. FAR 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
2.0%	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: North Dakota, Pembina County, Pembina

IV.B. FAR 52.225-10 Notice of Buy American Requirement—Construction Materials (MAY 2014)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "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" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations 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 the clause at FAR 52.225-9 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 material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(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 not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic 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 the clause at FAR 52.225-9 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 the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic 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.

IV.C. Buy American Exceptions

For Buy American exceptions, if any, see the applicable Buy American clause in Section IV of the Agreement.

IV.D. FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 98)

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 address:

Number	Title	Date
52.204-22	Alternative Line Item Proposal	Jan 2017
52.204-6	Unique Entity Identifier	Oct 2016
52.236-28	Preparation of Proposals – Construction	Oct 1997

IV.E. GSAR Clause 552.102 Incorporating Provisions and Clauses

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.

IV.F. GSAR 552.252-5 Authorized Deviations in Provisions (Nov 2021)(DEVIATION FAR 52.252-5)

(a) Deviations to FAR provisions. This solicitation identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) provision by—

- (1) The addition of “(DEVIATION)” after the date of the FAR provision when an authorized deviation to a FAR provision is being used, and
- (2) The addition of “(DEVIATION FAR (provision number))” after the date of the GSAR provision when a GSAR provision is being used in lieu of a FAR provision.

(b) Deviations to GSAR provisions. This solicitation identifies any authorized deviation to a General Services Administration Acquisition Regulation (GSAR) (48 CFR chapter 5) provision by the addition of “(DEVIATION)” after the date of the provision.

(c) “Substantially the same as” provisions. Changes in wording of provisions prescribed for use on a “substantially the same as” basis are not considered deviations.

V. Instruction to Offerors and Clauses

V.A. FAR 52.215-1 Instructions to Offerors – Competitive Acquisition (NOV 2021)

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

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show–

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals. (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. 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.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of the proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for the award.

(v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

V.B. Security Requirements

(a) CIO Coordination. The contracting officer shall ensure the requirements office has coordinated and identified possible CIO policy inclusions with the GSA IT prior to publication of

a Statement of Work, or equivalent as well as the Security Considerations section of the acquisition plan to determine if the CIO policies apply. The CIO policies and GSA IT points of contact are available on the Acquisition Portal at <https://insite.gsa.gov/itprocurement>.

(b) GSA Requirements. For GSA procurements (contracts, actions, or orders) that may involve GSA Information Systems, excluding GSA's government-wide contracts e.g. Federal Supply Schedules and Governmentwide Acquisition Contracts, the contracting officer shall incorporate the coordinated Statement of Work or equivalent including the applicable sections of the following policies into solicitations and contracts:

(1) CIO 09-48, IT Security Procedural Guide: Security and Privacy IT Acquisition Requirements; and

(2) CIO 12-2018, IT Policy Requirements Guide.

(c) Waivers.

(1) In cases where it is not effective in terms of cost or time or where it is unreasonably burdensome to include CIO 09-48, IT Security Procedural Guide: Security and Privacy IT Acquisition Requirements or CIO 12-2018, IT Policy Requirements Guide in a contract or order, a waiver may be granted by the Acquisition Approving Official in accordance with the thresholds listed at 507.103(b), the Information System Authorizing Official, and the GSA IT Approving Official.

(2) The waiver request must provide the following information-

- (A) The description of the procurement and GSA Information Systems;
- (B) Identification of requirement requested for waiver;
- (C) Sufficient justification for why the requirements should be waived; and
- (D) Any residual risks that will be encountered by waiving the requirements.

(3) Waivers must be documented in the contract file.

(d) Classified Information. For any procurements that may involve access to classified information or a classified information system, see subpart 504.4 for additional requirements.]

VI. Method of Award

VI.A. Evaluation of Offers

(1) The Government intends to award a contract resulting from this solicitation to the responsible offeror(s) whose proposal(s) conforming to the Solicitation will be most advantageous to the Government, Price and other factors considered.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from

a price and technical standpoint. The Government reserves the right to conduct discussions with one or a combination of some or all of the offerors, if the Government, in its sole discretion, determines that discussions are in the Government's best interest.

(5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government

(6) If multiple line items are priced, each line item will be evaluated to ensure that balanced pricing exists. If the line items are determined to be unbalanced the Government will allow that offeror the opportunity to balance the line items prior to award. If the offeror cannot, or chooses not to, balance the line items, the Government shall deem the offeror's proposal as unacceptable.

(7) A written award or acceptance of a proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(8) Unsuccessful offerors will be notified in accordance with FAR 13.106-3(c).

(9) In addition Price, the following non-price factors shall be used to evaluate offers:

(a) Past Performance and experience

(10) Non-Price Factors, when combined, are equal in importance to Price

VI.B. Price Reasonableness

The proposed prices will be evaluated for reasonableness. Price reasonableness determines whether an Offeror's price is too high. Analysis of price proposals will be performed using one or more of the techniques defined in FAR 15.404 in order to determine price reasonableness. Normally, price reasonableness is established through adequate price competition, but may also be determined through price analysis techniques as described in FAR 15.404-1. Notwithstanding anything to the contrary in this solicitation and for the avoidance of doubt, the Government will not perform a price realism analysis of the Offeror's proposal.

VI.C. Non-Price Factors

(1) Experience and Past Performance

(a) Experience and past performance will be evaluated as a predictor of the Offeror's ability to perform the work in compliance with contract requirements and overall quality of performance.

(b) Experience will be evaluated on the basis of information submitted by the Offeror indicating completion of projects of similar size, complexity, and scope. If the Offeror materially misrepresents information relating to its experience, the Contracting Officer may reject the proposal. Past performance will be evaluated on the basis of information received by the Contracting Officer concerning the Offeror's performance on other contracts, including information not submitted by the Offeror.

Offeror Representations and Certifications

1. FAR 52.204-8 Annual Representations and Certifications (DEC 2022)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 238220 (Plumbing, Heating, and Air-Conditioning Contractors).

(2) The small business size standard is \$19.0 million average annual receipts.

(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:

☐ (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—

(Offeror Representations and Certifications)

(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.

(Offeror Representations and Certifications)

(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.
(Offeror Representations and Certifications)

- ___ (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)

2. FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

(Offeror Representations and Certifications)

(a) *Definition.* As used in this provision –

“Commercial and Government Entity (CAGE) code” means–

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via–

- (1) Registration in the System for Award Management (SAM) at <https://www.sam.gov/SAM/>. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).
- (2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.
- (3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE code is required for the immediate owner and/or the highest-level owner by Federal Acquisition Regulation (FAR) 52.204–17 or 52.212–3(p), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(g) If the solicitation includes FAR clause 52.204–2, Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word “CAGE” before the number. The CAGE code is required prior to award.

(End of provision)

3. FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

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

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on

(Offeror Representations and Certifications)

Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

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

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

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

(d) *Representation.* The Offeror represents that—

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

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(Offeror Representations and Certifications)

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)