

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W9128F23R0012	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 02-May-2023	PAGE OF PAGES 1 OF 88
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY CODE W9128F U.S. ARMY CORPS OF ENGINEERS, OMAHA DIST CONTRACTING OFFICE 1616 CAPITOL AVENUE OMAHA NE 68102-4901 TEL: FAX:		8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold; padding: 10px;">See Item 7</div> TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME MICHELE A RENKEMA		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 402-995-2929	
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 <i>(Title, identifying no., date):</i> <div style="margin-top: 20px;"> The offeror hereby agrees to do all the work described in the documents titled: B-21 Weapon Loader Training Facility Project Number: FXBM231802 Ellsworth AFB, South Dakota This solicitation is unrestricted (open to small and other than small businesses). SUBJECT TO AVAILABILITY OF FUNDS AND OTHERWISE COMPLY WITH AFARS 5132.702 CONCERNING FUNDS AVAILABILITY. </div>				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>730</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See FAR 52.211-10)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> (hour) local time <u>06 Jun 2023</u> (date). If this is a sealed bid solicitation, offers must 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 <input type="checkbox"/> is, <input checked="" type="checkbox"/> 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 <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>										
OFFER (Must be fully completed by offeror)										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>					
CODE FACILITY CODE					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14					
					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. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>					
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					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 <i>(4 copies unless otherwise specified)</i>				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)					
26. ADMINISTERED BY			CODE		27. PAYMENT WILL BE MADE BY: CODE					
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>					
30B. SIGNATURE			30C. DATE		TEL: EMAIL:			31B. UNITED STATES OF AMERICA BY		
								31C. AWARD DATE		

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Construction of B-21 WLT Facility FFP Entire work complete for Construction of the B-21 Weapons Loader Training (WLT) Facility, including all facility demolition and remediation, complete to the five-foot line, excluding items separately listed below. Scope includes construction of the design and associated systems described above and throughout this RFP. (O&M) FOB: Destination PSC CD: Y1JZ	1	Job		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Complete Sitework, Utilities, & Pavement FFP Entire work complete for Construction of Sitework, Utilities, and Pavements from five-foot line to the limits of construction of B-21 Weapons Loader Training (WLT) Facility, including all required site demolition, excluding items listed separately below. (O&M) FOB: Destination PSC CD: Y1JZ	1	Job		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	PRIDE Hangar Bay Door Repair FFP Entire work complete for the PRIDE Hangar (B7504) bay door repairs as defined in the RFP drawings and specifications. (O&M) FOB: Destination PSC CD: Y1JZ	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Construction of the TCE Mitigation Syst. FFP Entire work complete for construction of the TCE Mitigation System as indicated in the RFP drawings and specifications. (O&M) FOB: Destination PSC CD: Y1JZ	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Job		
OPTION	Construction B-21 WLT Second Bay FFP Additional cost for Construction of the B-21 Weapons Loader Training 2-bay option in lieu of the single bay base CLIN as defined in the RFP drawings and specifications excluding items listed separately below. NOTE: Price should be additional cost from basic item proposal. (O&M) FOB: Destination PSC CD: Y1JZ				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Job		
OPTION	Procure & Install Electronic Security Sy FFP Entire work complete for Procurement, Installation, Commissioning, and Cybersecurity of Intrusion Detection System (IDS), Access Control System (ACS), and Closed-Circuit Television System (CCTV); base bid only. NOTE: Price should be cost for IDS/ACS/CCTV associated with base bid single bay WLT only. (O&M) FOB: Destination PSC CD: Y1JZ				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Job		
OPTION	Procure & Install Electronic Security Sy FFP Additional cost for Procurement, Installation, Commissioning, and Cybersecurity of Intrusion Detection System (IDS), Access Control System (ACS), and Closed-Circuit Television System (CCTV); bid option. NOTE: Price should be additional cost for IDS/ACS/CCTV in bid option second WLT bay only. (O&M) FOB: Destination PSC CD: Y1JZ				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Job		
OPTION	Procure & Install FF&E FFP Entire work complete for Procurement and Installation of Furniture, Ficxtures, & Equipment (FF&E). NOTE: There is no variation in FF&E requirements between the single-bay base and 2-bay option. (O&M). FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		2,500	Square Foot		

OPTION	Removal & disposal of Hazardous Material FFP Entire work complete for removal and disposal of unforeseen additional asbestos containing material (ACM) in PRIDE Hangar (B7504) not previously identified in the project hazardous material survey documentation, and not otherwise included in the basic amount. (O&M) FOB: Destination PSC CD: Y1JZ				
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		2,500	Linear Foot		

OPTION	Additional Removal & Disposal Hazardous FFP Entire work complete for removal and disposal of additional unforeseen asbestos containing material (ACM) in PRIDE Hangar (B7504) not previously identified in the project hazardous material survey documentation, and not otherwise included in the basic amount. (O&M) FOB: Destination PSC CD: Y1JZ				
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0011	5,000	Square Foot			
OPTION	Removal & Disposal Lead Based Paint FFP Entire work complete for removal and disposal of unforeseen non-adhered lead based paint in PRIDE Hangar (B7504) not previously identified in the project hazardous material survey documentation, and not otherwise included in the basic amount. (O&M) FOB: Destination PSC CD: Y1JZ				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0012	250	Cubic Yard			
OPTION	Removal & Disposal Contaminated Soil FFP Entire work complete for additional removal and disposal of unforeseen contaminated soils (Category 3 soils as defined in Specification 02 61 13) not previously identified in the project hazardous material survey documentation and not otherwise included in the basic amount. (O&M) FOB: Destination PSC CD: Y1JZ				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		250	Linear Foot		

OPTION	Removal & Disposal of Additional ACM FFP Entire work complete for removal and disposal of additional asbestos containing material (ACM) piping not previously identified in the project hazardous material survey documentation, and not otherwise included in the basic amount. (O&M) FOB: Destination PSC CD: Y1JZ
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NET AMT

CLIN NOTES

NOTES:

1. See SECTION 00 21 00, INSTRUCTIONS TO OFFERORS for evaluation of options. The Government intends to exercise Option Item 0005 at initial award if exercised. The Government reserves the right to exercise Option Items 0006 - 0013 within 365 days of Notice to Proceed. Abbreviations: Operations and Maintenance (O&M).
2. Prices must be entered for all items of the schedule. Total amounts submitted without prices being entered on individual items will be rejected. Additions will be subject to verification by the Government. In case of variation between the lump-sum prices and the total amount, the lump-sum prices will be considered the price submitted.
3. A modification to a proposal which provides for a single adjustment to the total amount submitted, should state the application of the adjustment to each respective lump-sum price affected. If the modification is not so apportioned, the single adjustment will be applied to Item No. 0001.
4. Contract duration is 730 calendar days for award basic and option items. No contract duration extension will be provided upon award of any combination of option items.
5. Provide extended pricing only for Option Items 0009-0013 based upon units and quantities described in the solicitation. The Government will back-calculate unit pricing (rounded to the nearest cent) based upon the extended pricing provided. The final award documents will reflect both calculated unit pricing and provided extended pricing.
6. Quantities for unit priced items are estimated only and the respective unit price will prevail in the event of an overrun or underrun subject to General Conditions (Contract Clauses) Clause FAR 52.211-18 "Variation in Estimated Quantities".

SUPPLEMENTAL PRICE BREAKDOWN

SUPPLEMENTAL PRICE BREAKDOWN OF PRICING SCHEDULE TEMPLATE

TOTAL WITH MARKUPS AMOUNT TO EQUAL TOTAL BASIC AMOUNT

AS INDICATED ON PAGE 3 AND 4 OF THIS SECTION 00 10 00

DIVISION	MASTERFORMAT 2016 DESCRIPTION	UNIT	AMOUNT
01	GENERAL REQUIREMENTS (minus item 0101)	LS	\$ _____
0101	01 33 29 Sustainability Documentation	LS	\$ _____
02	EXISTING CONDITIONS	LS	\$ _____
03	CONCRETE	LS	\$ _____
04	MASONRY	LS	\$ _____
05	METALS	LS	\$ _____
06	WOOD, PLASTICS, AND COMPOSITES	LS	\$ _____
07	THERMAL AND MOISTURE PROTECTION	LS	\$ _____
08	OPENINGS	LS	\$ _____
09	FINISHES	LS	\$ _____
10	SPECIALTIES	LS	\$ _____
11	EQUIPMENT	LS	\$ _____
12	FURNISHINGS	LS	\$ _____
13	SPECIAL CONSTRUCTION	LS	\$ _____
14	CONVEYING EQUIPMENT	LS	\$ _____
21	FIRE SUPPRESSION	LS	\$ _____
22	PLUMBING	LS	\$ _____
23	HEATING, VENTILATING, AND AIR CONDITIONING	LS	\$ _____
25	INTEGRATED AUTOMATION	LS	\$ _____
26	ELECTRICAL	LS	\$ _____
27	COMMUNICATIONS	LS	\$ _____
28	ELECTRONIC SAFETY AND SECURITY	LS	\$ _____
31	EARTHWORK	LS	\$ _____
32	EXTERIOR IMPROVEMENTS	LS	\$ _____
33	UTILITIES	LS	\$ _____
34	TRANSPORTATION	LS	\$ _____

Total Price Breakdown Amount

\$ _____

Prime Contractor Markups:

--G&A	General and Administrative Expense	\$ _____
--FOOH	Field Office Overhead not defined by Division -01	\$ _____
--PROFIT	Profit	\$ _____
--P&PB	Performance and Payment Bond	\$ _____

TOTAL WITH MARKUPS

\$ _____

- All items must be entered in dollars.
- "TOTAL WITH MARKUPS" from this Price Breakdown must match the "TOTAL BASIC AMOUNT".

Section 00 21 00 - Instructions

00 21 00SECTION 00 21 00
INSTRUCTIONS TO OFFERORS (RFP)

1. SOLICITATION RESTRICTIONS

1.1. GENERAL CONTRACTOR

This Solicitation is unrestricted.

1.2. ESTIMATED CONSTRUCTION COST

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

1.3. SUBMISSION DEADLINE

Contractors shall submit their proposals via email to the following individuals by no later than the date and time established in Block 13 of the Standard Form (SF) 1442, or Block 14 of the most recently issued SF 30 as applicable:

Amanda Eaton, Contract Officer: Amanda.E.Eaton@usace.army.mil

Michele Renkema, Contract Specialist: michele.a.renkema@usace.army.mil

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

Proposals should enter a description for every file submitted. For files over 20 megabytes (MB) the Contractor shall break the file into smaller files sent via separate emails with each email marked to identify which number the email is relative to the total number of emails submitted (i.e., "email one of four"). Once all the emails submitted have been received the Government will confirm receipt via responsive email. DoD SAFE submission is also acceptable. Contact the Contract Specialist for a DoD SAFE invitation.

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

1.4. CAD AND ELECTRONIC DESIGN FILES (PROVIDED)

If provided, the CAD survey files and other electronic design files are provided on an as-is basis. Any Government provided survey, and the other electronic design files are provided to assist the Contractor in preparing their proposal using their own commercially purchased software.

The Contractor shall take all professionally prudent and reasonable actions to verify the accuracy of the data provided and shall assume all liability from the use of these files. The Contractor shall be responsible for obtaining any other software necessary to view the files provided. No other CAD design files will be provided for proposal preparation other than those provided at the time of RFP issuance. No assistance with the files will be provided CAD/BIM file access instructions:

Use Projnet (Plan Room) Method to download project CAD/BIM files

Due to file size limitations associated with SAM.gov, CAD/BIM files haven been posted to a Projnet plan room at www.projnet.org. On the Projnet login page, provide email address and enter the quick key in the key access section and check the box "I agree to the privacy & Security Notice". Make sure the Managing Agency is "USACE."

Quick Key: 39I2Z3-ENZ965

2. SOLICITATION RESTRICTIONS

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

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

3. OFFEROR'S QUESTIONS AND COMMENTS

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

3.1. BIDDER INQUIRY

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

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

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

The Solicitation Number is: W9128F23R0012

The Bidder Inquiry Key is: UKC3WW-NGVM75

3.1.1. BIDDER INQUIRIES INSTRUCTIONS

- a) Offerors are requested to review the specification in its entirety.
- b) Offerors are requested to review submitted bidder system for answers to questions prior to submission of a new inquiry.

- c) The call center operates weekdays from 8AM to 5PM U.S. Central Time Zone (Chicago). The telephone number for the Call Center is 800-428-HELP.
- d) Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

3.1.2. REGISTRATION FOR PROJNET BIDDER INQUIRY ACCESS

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

- a) From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
- b) Identify the Agency. This should be marked as USACE.
- c) Key. Enter the Bidder Inquiry Key listed above.
- d) Email. Enter the email address you would like to use for communication.
- e) Click Continue. A page will then open saying that a user account was not found and will ask you to create one using the provided form.
- f) Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret Question and Answer as they will be used from this point on to access the ProjNet system.
- g) Click Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

3.1.3. ENTERING BIDDER INQUIRIES IN PROJNET BIDDER INQUIRY SYSTEM

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

4. PLAN HOLDERS LIST

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

5. GENERAL DESCRIPTION OF WORK

See Section 00 22 00 Evaluation Criteria

6. SOURCE SELECTION EVALUATION BOARD

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

7. FEDERAL, STATE, AND LOCAL TAXES, AND OTHER TAXES

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

7.1. STATE OF SOUTH DAKOTA TAXES

It is the Contractor's responsibility to investigate applicable federal, state, and local taxes and any specific exemptions that may exist for the state of South Dakota. See the South Dakota Sales and Use Tax Guide at <https://dor.sd.gov/media/jasd4akq/2022-1-sales-use-taxguide.pdf> for additional information. Note that this contract will be awarded with Government funds by a US Government Agency. US Army Corps of Engineers - Omaha District does not issue exemption letters, but contract award documents may provide basis for any applicable exemptions.

7.2. EXCISE TAXES

There is an excise tax on the total gross receipts of all prime contractors and subcontractors engaged in realty improvement contracts. The excise taxes shall be included in the price or prices bid. For information concerning the taxes contact: <http://dor.sd.gov/>.

7.3. USE TAXES

Government furnished construction material used by the Contractor in the performance of the work is subject to use tax. The value of the material furnished is set forth in the SECTION 01 30 00.24 OTHER ADMINISTRATIVE AND SPECIAL REQUIREMENTS provision "Government Furnished Property." The use taxes shall be included in the price or prices bid. For information concerning the taxes contact: <http://dor.sd.gov/>.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.207-1	Notice Of Standard Competition	MAY 2006
52.211-2	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST)	JUL 2021
52.211-6	Brand Name or Equal	AUG 1999
52.211-14	Notice Of Priority Rating For National Defense, Emergency Preparedness, and Energy Program Use	APR 2008
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20 Alt IV	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (NOV 2021) - Alternate IV	OCT 2010
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	OCT 2020
52.225-12	Notice of Buy American Requirement - Construction Materials Under Trade Agreements	MAY 2014
52.228-1	Bid Guarantee	SEP 1996
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.215-7008	Only One Offer	JUL 2019
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	JUL 2019
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2018
252.215-7016	Notification to Offerors--Postaward Debriefings	DEC 2022

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Amanda E. Eaton
US Army Corps of Engineers
Contracting Division
1616 Capitol Ave.
Omaha, NE 68102

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

(End of provision)

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

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Schedule Site Visit/Tours. Site tours must be arranged, preferably via e-mail, in advance for access to the proposed project site at Ellsworth AFB, South Dakota.

Please limit site attendance to no more than 6 personnel per prime offering entity to include prime contractor personnel, potential subcontractors, and consultants.

(c) The tour will occur on 17 May 2023 at 1:00p.m. Mountain Time
Site Visit POC: Alex Spies (Alex.J.Spies@usace.army.mil), 605-318-1757 Alternate POC: Ryan Gab
(Ryan.F.Gab@usace.army.mil), 605-923-2983

Bidders shall e-mail their request to the POCs above no later than close of business on 11 May 2023. The bidders wishing access shall provide the following information:

- a. Name of Contractor
- b. Names of individual attendees
- c. A second identification, i.e., driver's license number and state
- d. Any specific components of work that are of interest to be seen during the site visit (access/availability not guaranteed).

Tour attendees may need to meet at a location outside the installation perimeter – precise location to be provided when arrangements for attendance are made.

Please note that offerors will not be able to take photos of the exterior of the facility or surrounding site. Photos may be allowed, at the Government's discretion, inside the existing hangar facility.

(End of provision)

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

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

Amanda E. Eaton
Amanda.e.eaton@usace.army.mil

For Solicitation Provisions

<http://acquisition.gov/comp/far/index.html>
<http://www.acq.osd.mil/dpap/>

(End of provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

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

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any [Defense Federal Acquisition Regulation \(DFARS\)](#) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

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

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

www.SAM.gov under Contract Opportunity

(End of provision)

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

The Offeror shall submit the cost portion of the proposal via the following electronic media: **Electronic Mail**

(End of provision)

Section 00 22 00 - Supplementary Instructions

00 22 00SECTION 00 22 00
EVALUATION CRITERIA

8. GENERAL SCOPE OF WORK

Construct a Weapons Loader Trainer (WLT) Facility at Ellsworth AFB, South Dakota: This project will be executed using a design-bid-build (DBB) project delivery method, which will require the contractor to provide the government with a complete, renovated facility and warranty based on the Request for Proposal (RFP).

The estimated construction cost of this project is between \$20,000,000 and \$40,000,000.

This is a Facilities Sustainment, Restoration, and Modernization (FSRM) construction project that serves as part of a multi-year facilities beddown in support of the B-21 program at EAFB, SD. This project will renovate roughly 60,000 interior square feet of an existing large, +/- 120,000 SF hangar facility (known as PRIDE Hangar and/or B7504). The majority of renovated space will include a new large weapons loader training (WLT) bay. The new structure encloses a mock-up of an aircraft fuselage for weapons loading training activities. Other renovated spaces include administrative, training, and utility areas. Various areas within the facility will be secure spaces. The renovation may also include water intrusion corrections on the existing hangar bay door and abatement or remediation of existing hazardous materials in and around the facility, as well as internal and site-side infrastructural accommodations. Accommodations may include but are not limited to site features, fire protection and suppression systems, and interior and exterior utilities (comm, electrical, water, sanitary, etc.). This project will include a space or spaces constructed to secure area standard Intelligence Community Directive/Intelligence Community Standard 705 (ICD/ICS 705) See 01 14 00 WORK RESTRICTIONS for additional information and requirements.

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

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

Competition for this contract will be full and open competition. The North American Industry Classification System (NAICS) code is 236220 (Commercial and Institutional Building Construction).

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

9. SOLICITATION SELECTION PROCEDURES

The acquisition approach for this project will be a Best Value Tradeoff RFP following FAR Part 15 procedures. This process provides the 100% ready to advertise design. Upon receipt of proposals, the

Source Selection Evaluation Board (SSEB) will convene and begin to independently evaluate each proposal against the factors in the solicitation. Once the SSEB Evaluation Report has been received, the Price Analysis review and the Source Selection Authority (SSA) review of the Best Value Tradeoff will then commence.

Offerors shall submit Volume I (Technical) and Volume II (Pricing) proposal concurrently as described below.

10. TECHNICAL RATINGS

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

Table 1: Combined Technical/Risk Ratings

Color	Rating	Description
Blue	Outstanding	Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high.

RATING DEFINITIONS

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

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

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

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

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

11. PAST PERFORMANCE RATING

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

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

Recent is defined as Past Performance on contracts that had a construction completion date (otherwise known as a building occupancy date (BOD)) within the past ten (10) years from the date of this solicitation release, or at a minimum projects shall at least be substantially complete, meaning more than 90% invoiced and paid, within the past ten (10) years from the date of this solicitation release.

- b. **Relevancy.** The first aspect of the Past Performance evaluation is to determine how relevant previous projects accomplished by the Offeror is to the anticipated work to be accomplished under this project scope. Relevancy is defined as similarity of items stated within this solicitation such as: types of projects, dollar value, contract type, and relative complexity. With respect to relevancy, more relevant Past Performance will typically be a stronger predictor of future success and have more influence on the Past Performance confidence assessment. Relevancy is not a separate proposal rating but is used to develop an overall Past Performance Confidence Assessment. The four levels of relevancy ratings are:

Very Relevant. Present/Past Performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

Relevant. Present/Past Performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

Somewhat Relevant. Present/Past Performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

Not Relevant. Present/Past Performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

- c. **Quality of Performance (Products or Services).** The third aspect of the past performance evaluation is to establish the overall quality of the offeror's past performance (see FAR 15.304[c][2]). The past performance evaluation conducted in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. Requirements for considering history of small business utilization are outlined at FAR 15.304(c)(3)(ii) and DFARS 215.305(a)(2). The Past Performance Evaluation Team will review all past performance information collected and determine the quality of the offeror's performance, general trends, and usefulness of the information and incorporate these into the performance confidence assessment (see paragraph 3.1.3.3). A separate quality assessment rating is not required; rather, the past performance rating, whether using the confidence assessment rating or Acceptable/Unacceptable, is based on the offeror's overall record of recency, relevancy, and quality of performance.

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

Substantial Confidence. Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.

Satisfactory Confidence. Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.

Neutral Confidence: No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.

Limited Confidence. Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.

No Confidence. Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

12. SMALL BUSINESS RATING METHOD

The small business evaluation for Factor 4 will utilize the following ratings as stated in the below table for this solicitation.

Table 2: Small Business Rating Method

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

13. OBTAINING PAST PERFORMANCE RECORDS

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

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

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

External Certificate Authority

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

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

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

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

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

14. RELATIVE IMPORTANCE OF EVALUATION FACTORS

Evaluation factors are listed below in descending order of importance:

Table 3: Volume I Required Submittals (Not Rated)

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

Table 4: Volume I Evaluation Factors

Location	Description	Descending Order of Importance
TAB D	Factor 1 – Past Performance	1 st Most Important Factor
TAB E	Factor 2 – Project Management Plan	2 nd Most Important Factor
TAB F	Factor 3 – Key Personnel	3 rd Most Important Factor

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

Location	Description	Descending Order of Importance
TAB A	SF1442 and Acknowledgement of Amendments	Not Rated
TAB B	(See Vol II Evaluation Factors Below)	
TAB C	(See Vol II Evaluation Factors Below)	
TAB D	Small Business Subcontracting Plan	Acceptable/Unacceptable
TAB E	Any new JV Agreement or Teaming Agreement (if applicable).	Not Rated

Table 6: Volume II Evaluation Factors

Location	Volume II Factors	Descending Order of Importance
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TAB B	Factor 4 – Small Business Participation	4 th Most Important Factor
TAB C	Factor 5 – Section 00 10 00, Pricing Schedule	All evaluation factors other than cost or price, when combined, are approximately equal to cost or price.

15. BASIS OF AWARD & DEBRIEFING OFFERORS

The Government will evaluate proposals in accordance with the criteria described within the solicitation and will award a firm-fixed-price contract to the responsible Offeror whose proposal is determined to represent the best value to the Government utilizing the best value tradeoff process as described in FAR 15.101-1.

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

Offerors may request a debriefing in accordance with FAR 15.505 Preaward Debriefing of offerors or FAR 15.506 Postaward Debriefing of Offerors.

16. PROPOSAL CHARACTERISTICS

16.1. PROPOSAL SUBMISSION, PAGE LIMITATIONS, AND FORMAT

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

1. Michele Renkema, michele.a.renkema@usace.army.mil
2. Amanda Eaton, Amanda.E.Eaton@usace.army.mil

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

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

Page limitations for Volumes I & II, Technical Proposal (Evaluation Factors 1, 2, 3, and 4) are shown in the table below. Title Sheets, Tables of Content, Dividers, and blank pages are not included the page limitations below and should not be numbered. Do not submit cover letters for any file submitted, however, a title sheet is recommended as the first page of each file identifying your firm's name and the file's title. Any extraneous information or cover letters that provides additional information about your firm that is not requested by this solicitation will not be reviewed or evaluated.

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

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

Table 7: Page Limitations

Volume I, Technical Proposal		
Evaluation Factor	Title	Page Limitation
1	Past Performance	3 pages per project example plus a 2-page teaming narrative; no page limit on CPARS/PPQs
2	Project Management Plan	20 pages total (all inclusive)
3	Key Personnel	6 pages total – 2 pages per resume
Volume II, Technical Proposal		
4	Small Business Participation Plan	No page limit
5	Price	No page limit

Volume I, Technical Proposal, shall be submitted as the following separate files (also reference Section 10, PROPOSAL SUBMISSION INSTRUCTIONS below):

W9128F23R0012_FIRMNAME_REQD_DOCS
W9128F23R0012_FIRMNAME_FACTORS1_thru_3
W9128F23R0012_FIRMNAME_FACTOR2_Appendix_Schedule

Volume II, Price Proposal, shall be submitted as the following separate files (also reference Section 10, PROPOSAL SUBMISSION INSTRUCTIONS below):

W9128F23R0012_FIRMNAME_REQD_DOCS
W9128F23R0012_FIRMNAME_PRICE

16.2. REQUIRED DOCUMENTS FILE

There is no page limit for the Required Documents file.

For Volume I, the following shall be submitted within the file titled "W9128F23R0012_FIRMNAME_REQD_DOCS" in the sequence listed below:

- Title Sheet
- Table of Contents
- Completed SF 1442, to include acknowledgement of amendment(s)

- Contractor Team Arrangement Requirements (if applicable)
- Acknowledgement of amendment(s) on SF30s can be submitted as well, but not required.
- Representations and Certifications (other than those completed online through <https://www.sam.gov>)

For Volume II, the following shall be submitted within the file titled "W9128F23R0012_FIRMNAME_REQD_DOCS" in the sequence listed below:

- Title Sheet
- Table of Contents
- Completed SF 1442, to include acknowledgement of amendment(s)
- Contractor Team Arrangement Requirements (if applicable and if not submitted in Volume I)
- Acknowledgement of amendment(s) on SF30s can be submitted as well, but not required.

16.3. COMPONENT REQUIREMENTS

- a. Title Sheet: The title sheet shall contain:
 - Solicitation number
 - Name, title, address, email, and telephone number of the Offeror.
 - Offeror's tax identification number (TIN)
 - Names, titles, emails, and telephone numbers of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this RFP.
 - Name, title and signature of the person authorized to sign the proposal.
 - A statement specifying agreement with all terms, conditions and provisions included in the RFP.
- b. SF 1442: The SF 1442 shall be completed and signed by a person authorized by the Offeror. Include the Entity ID (EID) number and CAGE code in Block 14 of the SF1442 along with the Offeror's name and address.
- c. Contractor Team Arrangement Requirements: For Contractor Team Arrangements, including Joint Ventures, submit the information required by "Contractor Team Arrangements" paragraph, below.

17. PROPOSAL CHARACTERISTICS

Reference Section 00 21 00 Instructions to Offerors.

18. CONTRACTOR TEAM ARRANGEMENTS

18.1. CONTRACTOR TEAM ARRANGEMENTS OTHER THAN JOINT VENTURE/MENTOR-PROTÉGÉ

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

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

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

18.2. CONTRACTOR TEAM ARRANGEMENTS OTHER THAN JOINT VENTURE/MENTOR-PROTÉGÉ

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

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

“The parties hereto expressly understand and agree as follows:

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

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

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

18.3. INTEGRITY AND VALIDITY OF CONTRACTOR TEAM ARRANGMENTS

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

Government's rights to:

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

19. VOLUME I FACTORS

19.1. VOLUME I – FACTOR 1 – PAST PERFORMANCE

19.1.1. SUBMISSION REQUIREMENTS

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

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

CONSTRUCTION PROJECT EXAMPLES: The Offeror should submit three (3) projects similar in project size, scope, and complexity to this project to be performed by the Prime Offeror. Offeror should limit each project example to three (3) pages per project submitted. If more than three (3) pages are submitted per project, only the first three pages will be evaluated. In addition to the three (3) project examples, the Offeror may submit a two-page summary to describe any past teaming experience between current team members as it relates to the three (3) submitted project examples. Any information presented beyond any page limitation will not be evaluated. All project examples submitted should have a completion date (or BOD) no greater than the past ten (10) years from the date of this solicitation release; however, all projects submitted shall at least be substantially complete, meaning more than 90% invoiced and paid, within the past ten (10) years from the date of this solicitation release.

Past project examples submitted for this factor shall have been awarded to the Offeror (either singly or one of the participants in a JV named on the SF1442 for this solicitation (W9128F23R0012)). The company shall have been the Prime Contractor for the past project, either singly or as a member of the Joint Venture to which it was awarded.

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

Table 8: Scenario Based Examples

	Scenario Examples	Project Examples Qualify for Evaluation for Factor 1 (if all other requirements are met)
1	Past project was awarded to Company X only. Company X is proposing as a Prime Contractor for W9128F23R0019 and has signed the SF 1442 for W9128F23R0019.	Yes
2	Company Y has formed a JV with Company Z (forming Company "YZ"). Past project was awarded to Company Y only. Company YZ is proposing as a Prime Contractor for W9128F23R0019 and has signed the SF 1442 for W9128F23R0019.	Yes
3	Company Y has formed a JV with Company Z (forming Company "YZ"). Past project was awarded to JV Company YZ. Company YZ is proposing as a Prime Contractor for W9128F23R0019 and has signed the SF 1442 for W9128F23R0019.	Yes
4	Past Project was awarded to Company "AY," a JV composed of Company A (not Prime Offeror for RFP W9128F23R0019) and Company Y. Company Y has formed a JV with Company Z (forming Company "YZ"). JV Company YZ is proposing as a Prime Contractor and has signed the SF 1442 for W9128F23R0019.	Yes
5	Company Y has formed a JV with Company Z (forming Company "YZ"). Company YZ is proposing as a Prime Contractor for W9128F23R0019 and has signed the SF 1442 for W9128F23R0019. Company Y performed work on the past project but was not the Prime Contractor for the past project (either singly or as a member of a JV).	No
6	Company X is proposing as a Prime Contractor for W9128F23R0019 and has signed the SF 1442 for W9128F23R0019. Company X will use Company R as a teaming member/subcontractor but Company R is not part of a JV with Company X for W9128F23R0019. The past project was awarded to Company R as a Prime Contractor (singly or as a member of a JV), but not Company X (singly or as a member of a JV).	No
7	Company Y has formed a JV with Company Z (forming Company "YZ"). Company YZ is proposing as a Prime Contractor for W9128F23R0019 and has signed the SF 1442 for W9128F23R0019. Company YZ will use Company R as a teaming member/subcontractor but Company R is not part of the JV. The past project was awarded to Company R as a Prime Contractor (singly or as a member of a JV), but not to Companies Y or Z (singly or as a member of a JV).	No

PROJECT INFORMATION: Additionally, each project example submitted should demonstrate experience on similar building and site improvement projects of similar or greater value (\$20M-40M) and scope. Projects whose contract award was less than \$10M shall not be considered for evaluation. At least one project submitted shall demonstrate experience with performing renovations or addition/alteration of a federal facility with similar clear-span storage, training, simulator and/or maintenance facility (large bay facility, etc.) of at least 15,000 total affected square feet.

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

- Summaries for each project submitted to include the name, address, telephone and email of a representative of the owner (as well as one alternate individual not affiliated with your firm) familiar with your firm's experience on the project that can verify the experience cited;
- Original contract award amount and final construction cost;
- Location of project;

- Original contract completion date and actual completion date (Month/Year);
- Identify if the project was a construction project or a design-build project;
- Percentage (%) performed by the Prime Offeror; and
- Percentage (%) and type of work subcontracted out.

Do not include extraneous information that is not requested.

The Offeror should demonstrate construction experience on similar building projects using Attachment 1, 'Company Specialized Experience - Construction / Prime Contractor'. If the Offeror has multiple functions or divisions, limit the project examples to those performed by the division or unit submitting the offer or by the team member.

In addition, the Offeror shall submit past performance evaluations and ratings for each project the Offeror included in its proposal this factor. Reference Paragraph 6 above for obtaining a past performance record. No other past performance record shall be submitted other than those related to the three (3) projects submitted for this factor.

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

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

Government Utilization of Alternative Information Sources for Past Performance

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

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

19.1.2. EVALUATION CRITERIA

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

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

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

Although the SSEB may not rate an offeror that lacks recent, relevant past performance favorably or unfavorably regarding past performance, the SSA may determine that a "Substantial Confidence" or "Satisfactory Confidence" past performance rating is worth more than a "Neutral Confidence" past performance rating in the best value tradeoff as long as the determination is consistent with stated solicitation criteria.

19.2. VOLUME I – FACTOR 2 – PROJECT MANAGEMENT PLAN

19.2.1. SUBMISSION REQUIREMENTS

Submission Requirements (The page limit for this factor is twenty (20) pages total including organizational approach, technical approach, risk assessment, proposed duration, and schedule).

The Offeror shall provide a narrative that describes the Offeror's Project Management approach to executing the contract pursuant to the following four (4) elements. Clearly and concisely describe the organizational approach, technical approach, risk management approaches to project management and execution, and a summary schedule to include a proposed contract duration.

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

Technical Approach for Construction. Describe the technical approach for conducting this work while concurrent construction is ongoing within the PRIDE hangar AND within the immediate vicinity of the project site. The technical drawings and specifications will reflect those basic requirements and we'll want to acknowledge and provide their specific approach as a part of Factor 2.

Include any considerations to the project which will increase efficiencies in the schedule (panelization, pre-engineered components, commissioning), etc. This approach should also include site security and access management procedures (see specification 01 14 00 WORK RESTRICTIONS) or special procedures to address construction activities in an active munitions storage area. Describe the technical approach to managing escorts for site access in a secure area.

Risk Assessment. In spreadsheet format, submit a list of risks specific to this project. Identify the degree of risk, impact of the risk (schedule, cost, safety, etc.), whether it's within or outside the Offeror's control, and a brief statement on how to mitigate the risk(s). This may be displayed on 11" x 17" sized sheet(s).

Summary Schedule. Provide a schedule on your plan to complete all work based on an arbitrary estimated, non-binding Notice to Proceed (NTP) date of 1 September 2023. Provide a summary schedule or diagrams (may be on 11" x 17" sized sheet(s)) separately as an appendix to Factor 2 (the schedule is included in the overall page limitation). This summary schedule will, after contract award, be replaced with a project schedule as required by Section 01 32 01.00 10: Project Schedule. The schedules shall be task oriented, indicating the number of calendar days, after NTP, by which milestones are to be achieved.

Offeror may use a critical path or other method of his/her choice; however, schedules shall be graphically represented. The proposed project schedule shall reflect the proposed contract duration. Give attention to the following features:

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

19.2.2. EVALUATION CRITERIA

Strengths may be given for each the following criteria:

- Proposals that demonstrate a clear and executable understanding of the order of work, construction phasing, and access management procedures defined in the RFP drawings and specification 01 14 00 WORK RESTRICTIONS in context of the offeror's plan to perform the work communicated by their technical approach for construction.
- Proposals that illustrate a clear understanding and/or approach for work in a facility with concurrent construction under separate contract(s).
- Proposals that demonstrate a detailed and coherent plan and provides logical methodology to execute the entire scope of work. Joint Venture/Subcontractors participants' contribution to the organization should be commensurate with their skills and background.
- Proposals that offer methods to streamline construction and manage labor and other resource constraints to reduce costs and support an aggressive schedule to completion.
- Proposals that demonstrate a clear understanding and/or usage of local subcontractors, the subcontractor market, and economy and/or how it will impact this project.
- Proposals with schedules that demonstrate an understanding of processes inherent to USACE/NAVFAC/AFCEC.
- Proposals that demonstrate an understanding of how the requirements associated with Intelligence Community Directive/Intelligence Community Standard 705 (ICD/ICS 705), along with security and access management will affect the construction of this project. Reference Section 01 14 00 WORK RESTRICTIONS for requirements.
- Proposals that illustrate an understanding of construction practices inherent to northern climates.
- Proposals that demonstrate a very clear understanding of the project's risks and how to best mitigate them.
- Self-performance of major construction tasks by the Prime Contractor
- Any other aspect of a proposal that the evaluators and/or the SSA believe enhances the merit of the proposal or increases the probability of successful performance of the contract.

Weaknesses may be given for each of the following criteria:

- A risk assessment that does not provide specific risks to this project and a demonstration of how to mitigate those identified risks.

- Proposals that do not demonstrate a clear and executable understanding of the order of work, construction phasing, and access management procedures defined in the RFP drawings and specification 01 14 00 WORK RESTRICTIONS in context of the offeror's plan to perform the work communicated by their technical approach for construction.
- Proposals that do not illustrate a clear understanding and/or approach for work in a facility with concurrent construction under separate contract(s).
- A project management plan that does not demonstrate a clear understanding of the solicitation requirements associated with the 01 14 00 WORK RESTRICTIONS specification.
- A risk assessment that does not provide specific risks to this project and a demonstration of how to mitigate those risks.
- Proposals that do not demonstrate a clear understanding and/or usage of local subcontractors, the subcontractor market, and/or economy and how it will impact this project.
- A proposed schedule whose duration is greater than that stated in the subject solicitation, without discussion for exceeding duration.
- A proposed schedule that unreasonably condenses contract duration well below the period of performance (without discussion) which as determined by the government may increase cost or create a risk of contract/performance failure.
- A proposed schedule which does not address the five (5) features as described under Para 8.5.1 Summary Schedule (a) through (e).
- Any other aspect of a proposal that the Government identifies as a flaw that increases the risk of unsuccessful contract performance.

Deficiencies shall be given for each of the following criteria:

- A Project Management Plan that does not demonstrate the Prime Offeror as the lead entity for this project.
- Omission of one (1) or more of the four (4) elements as stated above for the Project Management Plan (Organization Approach, Technical Approach, Risk Assessment, Summary Schedule).
- Any other material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

19.3. VOLUME I – FACTOR 3 – KEY PERSONNEL

19.3.1. SUBMISSION REQUIREMENTS

Submission Requirements (The page limit for this factor is two (2) pages per resume for a total of no more than six (6) pages)

Submit brief resumes for the following key personnel. If more than two (2) pages are submitted per resume, only the first two pages will be evaluated. Each resume should demonstrate experience and expertise on similar projects in the same roles as proposed for this solicitation.

Project Manager responsible for the overall project: The project manager should have 5 or more years of experience as a project manager over the past 10 years, managing similar projects to this solicitation.

Contractor Quality Control (CQC) System Manager: CQC System Manager should have 5 years of experience as a Quality Control Manager over the past 10 years on similar projects to this solicitation. CQC System Manager shall comply with personnel requirements listed in Section 01 45 00.00 10.

General Superintendent: The superintendent should have 5 years of experience as a superintendent over the past 10 years managing multiple trades and subcontractors. Each resume should include the following information:

- Proposed role/title for this solicitation
- Recent relevant projects: information should include the project name, role on project, prime contractor, owner, dollar amount, date of start and completion, and brief scope of each project listed to include any experience with Intelligence Community Directive/Intelligence Community Standard 705 (ICD/ICS 705).
- Projects on resume should have been substantially completed within the past 10 years (90% invoiced and paid).

19.3.2. EVALUATION CRITERIA

Strengths may be given for each the following criteria:

- Key personnel that demonstrate experience that is recent (within 7 years of date of proposal submission) and exceeds the minimum qualifications necessary, which includes previous satisfactory experience in similar type work.
- Key personnel with recent relevant experience with Intelligence Community Directive/Intelligence Community Standard 705 (ICD/ICS 705)
- Key personnel with recent relevant experience with projects constructed on an active flightline area.
- Federal government experience.
- Key personnel with recent relevant experience with performing work in close coordination with concurrent construction under separate contract(s).
- Key personnel with recent relevant experience with projects constructed near an active military flightline.
- Key personnel who also worked on the projects in Factor 1.

Weaknesses may be given for each of the following criteria:

- Resumes that do not clearly demonstrate the capabilities and experience of the proposed key personnel.
- Key personnel that do not have recent relevant experience with performing work in close coordination with concurrent construction under separate contract(s).
- Key personnel that do not have recent relevant experience with projects constructed near an active military flightline.
- Past projects that do not represent recent relevant experience in the same capacity/role as this solicitation.
- One (1) or more personnel with a preponderance of past projects that do not exhibit experience with projects of similar scope, magnitude, or complexity to the proposed project.
- Any other aspect of a proposal that the Government identifies as a flaw that increases the risk of unsuccessful contract performance.

Deficiencies shall be given for each of the following criteria:

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

20. VOLUME II FACTORS

20.1. VOLUME II – FACTOR 4 – SMALL BUSINESS PARTICIPATION PLAN

20.1.1. SUBMISSION REQUIREMENTS

Submission Requirements *(There is no page limitation for Factor 4 Small Business Participation Plan)*

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

Separate from the Small Business Participation Plan (Factor 4) required by all offerors, a Subcontracting Plan will ONLY be required from the Apparent Successful Offeror if the firm is an Other Than Small Business (OTSB) - meeting the requirements of FAR 52.219-9 and DFARS 252.219-7003. The Apparent Successful OTSB must submit an acceptable subcontracting plan to be eligible for award. Subcontracting Plans shall reflect and be consistent with the commitments offered in the Small Business Participation Plan. Please do not submit a Subcontracting Plan for Factor 4.

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

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

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

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

Check the applicable size and categories for the PRIME Offeror for this procurement – Check all applicable boxes:

- ☐ Large Prime
- or -
☐ Small Business Prime; also categorized as a:
☐ Small Disadvantaged Business (SDB)
☐ Woman-Owned Small Business (WOSB)
☐ Historically Underutilized Zone (HUB Zone) Small Business
☐ Veteran Owned Small Business (VOSB)
☐ Service Disabled Veteran Owned Small Business (SDVOSB)

Submit the total percentages of work to be performed by both large and small businesses (include the percentage of work to be performed both by Prime, joint venture, teaming arrangement, and

subcontractors). Percentages are based on Total Contract Value. **For this project, the minimum small business participation goal should be 20% of the Total Contract Value performed by the Small Business Community.**

Total Percentage planned for Large Business(es): = _____%

Total Percentage planned for Small Business(es): = _____%

(Small Business Prime Contractors – Include yourselves in the above percentage.)

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

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

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

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

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

	Firm Name	CAGE Code	NAICS code	Type of Service
Prime Offeror				
Large Business				
Small Business				
SDB				
WOSB				
HUBZone				
VOSB				
SDVOSB				

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

Describe the extent of commitment to use small businesses (e.g., what types of commitments, if any, are in place for this specific acquisition either – small business prime, written contract, verbal, enforceable, non-enforceable, joint venturing, mentor-protégé, etc.) Provide documentation regarding commitments to

small business for this effort. Copies of such agreements should be provided as part of your small business participation plan and will not count against the page limitation for this volume.

Include a summary with small business participation data for the projects submitted under Factor 1 Past Performance. At a minimum, include total small business participation as a percentage of the Total Contract Value, and the CPARS or PPQ rating received for small business participation (as applicable).

20.1.2. EVALUATION CRITERIA

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

Strengths may be given for each the following criteria:

- Offerors that propose a Total Small Business Participation percentage of 25% or higher.
- A proposal that indicates a realistic and thorough approach and understanding of the small business objectives in respect to this project.
- Offerors that receive a CPAR rating for Small Business category of exceptional for the projects submitted under Factor 1 Past Performance may be rated more favorably.
- A SBPCD that provides clear detail of the services/supplies that small business firms are to perform.
- Copies of agreements regarding commitments with all small business firms who are identified in the SBPCD.
- Any other aspect of a proposal that the evaluators and/or the SSA believe enhances the merit of the proposal or increases the probability of successful performance of the contract.

Weaknesses may be given for each of the following criteria:

- A proposed Total Small Business Participation percentage less than the stated goal of 20%.
- Information submitted for items (a) through (f) above that is general or ambiguous language.
- Omission or incompleteness of any requested information that is not otherwise a deficiency
- Any other aspect of a proposal that the Government identifies as a flaw that increases the risk of unsuccessful contract performance.

Deficiencies shall be given for each of the following criteria:

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

20.2. VOLUME II – FACTOR 5 – PRICE

20.2.1. SUBMISSION REQUIREMENTS

Submission Requirements *(There is no page limitation for Factor 5 Price)*

This volume shall consist of all information required to support proposed prices. Certified cost and pricing data are not currently required; however, the Government reserves the right to request such data prior to award. The information submitted in this volume shall comply with the submission requirements set forth below. The Offeror shall ensure that the information submitted in this volume is consistent with and fully supports the amounts set forth in the price schedule, SF1442 and continuation sheets.

Your proposed price for this project shall be in the form of the Proposal/Price Schedule provided in this solicitation and contained in Section 00 10 00. Offerors may not modify the price schedule wording or format. As this is a firm fixed-price contract, price proposals will not be considered which provide for subsequent increases in price. No qualified price proposal of any type will be accepted; therefore, all offers containing such qualifications will be considered unacceptable. If the Offeror does not comply with all requirements of the proposal format, the proposal may be considered non-compliant and eliminated from consideration.

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

20.2.2. PRICE ANALYSIS

The contract will be a firm-fixed-price contract. The Government will analyze price for reasonableness for the fixed priced effort. The price proposed for the base line items and all option line items will be included in the price analysis.

The solicitation requires all contract line items be proposed as firm-fixed-price. A price reasonableness approach will be utilized by the Government to determine that the proposed prices offered are fair and reasonable and that unbalanced pricing between line items is not occurring. In evaluating price reasonableness, other than cost and pricing data will be utilized unless otherwise requested by the Government for further analysis. Proposal analysis techniques used will be in accordance with FAR 15.404 and supplements.

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

ATTACHMENT 1 - SECTION 00 22 00**COMPANY SPECIALIZED EXPERIENCE - CONSTRUCTION / PRIME CONTRACTOR**

Provide the following information to show examples of projects your company constructed within the last **ten (10)** years as stated in Section 00 22 00, indicating experience with projects of similar type and scope.

Use one form per project.

- (a) Type of Facility and Construction Represented _____
- (b) Your Firm's Name _____
- (c) Name of Project _____
- (d) Location of Project _____
- (e) Owner/Customer _____
- (f) General Scope of Construction Project _____

Your Role (Prime or Joint Venture) and % Work Your Company Self-Performed:

Construction Cost: Awarded _____ Completed _____
Type of Work and Extent (%) You Subcontracted Out _____

Dates Construction: Began _____ Original Completion _____ Actual Completion _____
Your Performance Evaluation by Owner, if known _____

Were You Terminated or Assessed Liquidated Damages? _____
(If either is "Yes", attach an Explanation)
Owner's Point of Contact for Reference (Name and Company) _____

Current Telephone Number & Email of Reference POC _____

ATTACHMENT 2 – PAST PERFORMANCE QUESTIONNAIRE (FORM PPQ-0)

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)	
CONTRACT INFORMATION (Contractor to complete Blocks 1-4)	
1. Contractor Information Company Name: _____ CAGE Code: _____ Address: _____ EID _____ Phone Number: _____ Email Address: _____ Point of Contact: _____ Contact Phone Number: _____	
2. Work Performed as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain) Percent of project work performed: _____ If subcontractor, who was the prime (Name/Phone #): _____	
3. Contract Information Contract Number: _____ Delivery/Task Order Number (if applicable): _____ Contract Type: <input type="checkbox"/> Company Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please specify): _____ Contract Title: _____ Contract Location: _____ Award Date (mm/dd/yy): _____ Contract Completion Date (mm/dd/yy): _____ Actual Completion Date (mm/dd/yy): _____ Explain Differences: _____ Original Contract Price (Award Amount): _____ Final Contract Price (to include all modifications, if applicable): _____ Explain Differences: _____	
4. Project Description: Complexity of Work <input type="checkbox"/> High <input type="checkbox"/> Med <input type="checkbox"/> Routine How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) _____	
CLIENT INFORMATION (Client to complete Blocks 5-8)	
5. Client Information Name: _____ Title: _____ Phone Number: _____ Email Address: _____	
6. Describe the client's role in the project:	
7. Date Questionnaire was completed (mm/dd/yy):	
8. Client's Signature:	

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

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

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

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

TO BE COMPLETED BY CLIENT

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

1. QUALITY:	
a) Quality of technical data/report preparation efforts	E N VG S M U
b) Ability to meet quality standards specified for technical performance	E N VG S M U
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E N VG S M U
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E N VG S M U
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E N VG S M U
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E N VG S M U
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	E N VG S M U
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E N VG S M U
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E N VG S M U
d) Overall customer satisfaction	E N VG S M U
4. MANAGEMENT/ PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U N
c) Government Property Control	E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E VG S M U N
e) Utilization of Small Business concerns	E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E VG S M U N
5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices	E VG S M U N

with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)						
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes			No		
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes			No		
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes			No		
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or PCO in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	E	VG	S	M	U	N
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

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

CLAUSES INCORPORATED BY REFERENCE

Section 00 45 00 - Representations and Certifications

CLAUSES INCORPORATED BY REFERENCE

52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification	NOV 2021
52.236-28	Preparation of Proposals--Construction	OCT 1997
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.219-7000	Advancing Small Business Growth	DEC 2022
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism	DEC 2022
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China	AUG 2022
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region - Certification	DEC 2022
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.232-7016	Notice of Progress Payments or Performance-Based Payments	APR 2020
252.247-7022	Representation of Extent of Transportation by Sea.	JUN 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023)

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

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

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

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

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

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

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

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

() Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates 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 Certification. This provision applies to all solicitations.

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change

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

(End of provision)

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)

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

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

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

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

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

(End of provision)

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

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

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

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

☒ (i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ (iii) 252.225-7020, Trade Agreements Certificate.

☐ Use with Alternate I.

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

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

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

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

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

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date ____]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense 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.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does" provide covered defense 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, then the Offeror shall complete the following additional representation:

The Offeror represents that it [] will [] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.225-7974 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION 2020-O0005) (FEB 2020)

(a) Definitions. As used in this provision -

Agency or instrumentality of the government of Venezuela means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to "a foreign state" deemed to be a reference to "Venezuela".

Business operations means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Government of Venezuela means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

Person means -

- (1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;
 - (2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3))); and
 - (3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.
- (b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.
- (c) Representation. By submission of its offer, the Offeror represents that the Offeror -
- (1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or
 - (2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.
- (End of provision)

Section 00 72 00 - General Conditions

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2 Alt II	Security Requirements (MAR 2021) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	NOV 2021
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11 (Dev)	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications (DEVIATION 2022-O0001)	OCT 2021
52.215-12 (Dev)	Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-O0001)	OCT 2021
52.215-13 (Dev)	Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2022-O0001)	OCT 2021
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997

52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	NOV 2021
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2022
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.219-9	Small Business Subcontracting Plan	OCT 2022
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-20	Aerosols	JUN 2016
52.223-21	Foams	JUN 2016
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997

52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Individual Surety--Pledge of Assets	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	DEC 2022
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15 (Dev)	Performance and Payment Bonds-Construction. (Deviation 2020-O0016)	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.243-6	Change Order Accounting	APR 1984
52.244-6	Subcontracts for Commercial Products and Commercial Services	DEC 2022
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2020
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011

252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2022
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.215-7016	Notification to Offerors--Postaward Debriefings	DEC 2022
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	DEC 2022
252.217-7027	Contract Definitization	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China	JAN 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	JAN 2023
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7024	Notice and Approval of Restricted Designs	APR 1984
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7004 (Dev)	DoD Progress Payment Rates (DEVIATION 2020-O0010)	MAR 2020
252.232-7005	Reimbursement Of Subcontractor Advance Payments--DOD Pilot Mentor--Protege Program	SEP 2001
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration	DEC 2022
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7005	Airfield Safety Precautions	DEC 1991

252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.243-7999 (Dev)	Section 3610 Reimbursement. (DEVIATION 2020-O0021)	AUG 2020
252.244-7000	Subcontracts for Commercial Items	DEC 2022
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **ten (10)** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **730 days**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$2,250.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

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

Any contract awarded as a result of this solicitation will be ☐ DX rated order; ☒ DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **the time specified in Section 00 10 00, CLIN Pricing Notes**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

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

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

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

Small business concern--

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

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

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

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

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

(3) For long-term contracts--

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

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

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

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned

to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support-table-size-standards>.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.222-23 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
3.4%	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 **Rapid City, SD, SMSA-6660, of which Meade and Pennington Counties, SD are a part.**

(End of provision)

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

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

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

Material (if none, insert None)	Identification No.
NONE	N/A
NONE	N/A
NONE	N/A

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

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

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

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the

Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

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

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

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

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

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

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

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

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

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

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

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

(b) The Contractor, on completion of this contract, shall--

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

(2) Submit this estimate to (Contracting Officer complete in accordance with agency procedures).

(End of clause)

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

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

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

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

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

- (1) Means any item of supply (including construction material) that is--
 - (i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products.

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

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

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

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

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

Designated country means any of the following countries:

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

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

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

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

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

Domestic construction material means--

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

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

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

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

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

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

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

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

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that—

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

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

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

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

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

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

(b) Construction materials.

- (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and

steel content of the construction material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

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

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

NONE

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

(i) The cost of domestic construction material would be unreasonable.

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
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Item 1:

Foreign construction material.... ..
Domestic construction material... ..

Item 2:

Foreign construction material.... ..

Domestic construction material... ..

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

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

[Include other applicable supporting information.]

(End of clause)

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **the requirements of FAR 52.219-14 Limitations On Subcontracting** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions **shall have been investigated by the Contractor to satisfy himself as to the hazards likely to arise therefrom. Complete weather records and reports may be obtained from the local U.S. Weather Bureau.**

(c) Transportation facilities **shall have been investigated by the Contractor to satisfy himself as to the existence of access highways and railroad facilities.**

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2020)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/comp/far/index.html>
<http://www.acq.osd.mil/dpap/>

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

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

(c) In general--

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

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

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

Per future Modification(s) which will be documented on an SF 30 - AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
(End of clause)

DBWD SD20230027 BUILDING

"General Decision Number: SD20230027 01/13/2023

Superseded General Decision Number: SD20220027

State: South Dakota

Construction Type: Building

County: Meade County in South 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	. Executive Order 14026	
into on or after January 30,	generally applies to the	
2022, or the contract is	contract.	
renewed or extended (e.g., an	. The contractor must pay	
option is exercised) on or	all covered workers at	
after January 30, 2022:	least \$16.20 per hour (or	
	the applicable wage rate	
	listed on this wage	
	determination, if it is	
	higher) for all hours	
	spent performing on the	
	contract in 2023.	
If the contract was awarded on	. Executive Order 13658	
or between January 1, 2015 and	generally applies to the	
January 29, 2022, and the	contract.	
contract is not renewed or	. The contractor must pay all	
extended on or after January	covered workers at least	
30, 2022:	\$12.15 per hour (or the	
	applicable wage rate listed	
	on this wage determination,	
	if it is higher) for all	
	hours spent performing on	

| that contract in 2023. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

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

BRSD0004-003 08/01/2022

	Rates	Fringes
BRICKLAYER.....	\$ 33.58	4.60

PLUM0300-015 05/01/2022		

	Rates	Fringes
PIPEFITTER.....	\$ 32.71	15.50

* SFSD0669-003 01/01/2023		

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 33.01	23.51

* SUSD2012-024 08/21/2014		

	Rates	Fringes
CARPENTER, Excludes Drywall Hanging and Metal Stud Installation, and Form Work.....	\$ 18.67	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 19.58	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 18.19	0.00
ELECTRICIAN.....	\$ 18.84	2.42
FORM WORKER.....	\$ 17.50	0.00
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 15.20 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 23.91	12.05
LABORER: Common or General.....	\$ 11.66 **	1.65

LABORER: Mason Tender - Brick...	\$ 20.70	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 17.80	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 18.48	0.00
PLUMBER.....	\$ 20.45	7.83
ROOFER.....	\$ 13.74 **	1.35
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 18.68	3.72
TRUCK DRIVER: Dump Truck.....	\$ 15.06 **	1.10

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 DECISIO"

15 CFR PART 700
15 CFR PART 700

This part implements the Defense Priorities and Allocations System (DPAS) that is administered by the Department of Commerce, Bureau of Industry and Security. The DPAS implements the priorities and allocations authority of the Defense Production Act, including use of that authority to support emergency preparedness activities pursuant to Title VI of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5195 et seq.), and the priorities authority of the Selective Service Act and related statutes, all with respect to industrial resources. The DPAS establishes procedures for the placement, acceptance, and performance of priority rated contracts and orders and for the allocation of materials, services, and facilities. The guidance and procedures in this part are generally consistent with the guidance and procedures provided in other regulations issued under Executive Order 13603 authority. Date 1 January 2021.

DBWD_SD20230032_HEAVY_HIGHWAY

"General Decision Number: SD20230032 03/10/2023

State: South Dakota

Construction Types: Heavy and Highway

Counties: South Dakota Statewide.

HEAVY CONSTRUCTION PROJECTS
HIGHWAY CONSTRUCTION PROJECTS

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	◆ Executive Order 14026	
	generally applies to the contract.	
	◆ The contractor must pay	
	all covered workers at	
	least \$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	◆ Executive Order 13658	
	generally applies to the contract.	
	◆ The contractor must pay all	

extended on or after January 30, 2022:	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 performing on that contract in 2023.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	03/10/2023

SUSD2023-001 01/11/2023

	Rates	Fringes
CARPENTER.....	\$ 31.94	0.00
CONCRETE FINISHER.....	\$ 26.45	0.00
ELECTRICIAN.....	\$ 29.78	5.04

LABORER

Group 1.....	\$ 22.38	0.00
Group 2.....	\$ 23.16	0.00
Group 3.....	\$ 24.41	0.00
Group 5.....	\$ 31.94	0.00
Group 6.....	\$ 26.45	0.00

LABORER CLASSIFICATIONS:

GROUP 1: Air Tool Operator; Common Laborer; Landscape Worker, Flagger, Pilot Car Driver; Trucks under 26,000 GVW; Blue-top Checker, Materials Checker.

GROUP 2: Mechanic Tender; Pipe Layer (except culvert); Form Builder Tender; Special Surface Finish Applicator; Striping.

GROUP 3: Asphalt Plant Tender; Pile Driver Leadsman; Form Setter, Oiler/Greaser.

GROUP 5: Form Builder

GROUP 6: Grade Checker

PAINTER.....	\$ 26.45	0.00
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POWER EQUIPMENT OPERATOR:

Group 1.....	\$ 24.57	0.00
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Group 2.....	\$ 24.68	0.00
Group 3.....	\$ 26.07	0.00
Group 4.....	\$ 27.18	0.00
Group 5.....	\$ 30.01	0.00

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Concrete Paving Cure Machine; Concrete Paving Joint Sealer; Conveyor; Tractor (farm type with attachments); Self-Propelled Broom; Concrete Routing Machine; Paver Feeder; Pugmill; Skid Steer.

GROUP 2: Bull Dozer 80 HP or less; Front End Loader 1.25 CY or less; Self-Propelled Roller (except Hot Mix); Sheepsfoot/50 Ton Pneumatic Roller; Pneumatic Tire Tractor or Crawler (includes Water Wagon and Power Spray Units); Wagon Drill; Air Trac; Truck Type Auger; Concrete Paving Saw.

GROUP 3: Asphalt Distributor; Bull Dozer over 80 HP; Concrete Paving Finishing Machine; Backhoes/Excavators 20 tons or less; Crusher (may include internal screening plant); Front End Loader over 1.25 CY; Rough Motor Grader; Self-Propelled Hot Mix Roller; Push Tractor; Euclid or Dumpster; Material Spreader; Rumble Strip Machine.

GROUP 4: Asphalt Paving Machine Screed; Asphalt Paving Machine; Cranes/Derricks/Draglines/Pile Drivers/Shovels 30 to 50 tons; Backhoes/Excavators 21 to 40 tons; Maintenance Mechanic; Scrapers; Concrete Pump Truck.

GROUP 5: Asphalt Plant; Concrete Batch Plant; Backhoes/Excavators over 40 tons; Cranes/Derricks/Draglines/Pile Drivers/Shovels over 50 tons; Heavy Duty Mechanic; Finish Motor Grader; Automatic Fine Grader; Milling Machine; Bridge Welder.

TRUCK DRIVER

Group 1.....	\$ 24.52	0.00
Group 2.....	\$ 25.88	4.28

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Tandem Truck without trailer or pup; Single Axle Truck over 26,000 GVW with trailer.

GROUP 2: Semi-Tractor and Trailer; Tandem Truck with Pup.

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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.

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END OF GENERAL DECISIO"

Section 00 73 00 - Supplementary Conditions

VETERANS EMPLOYMENT EMPHASIS**Veterans Employment Emphasis for U.S. Army Corps of Engineers Contracts**

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

- U.S. Department of Labor Veterans' Employment and Training Service (VETS): <https://www.dol.gov/vets/>
- Federal Veteran Employment Information: <https://www.fedshirevets.gov/>
- Veterans Opportunity to Work (VOW) Program: <https://www.benefits.va.gov/vow/>
- U.S. Army Warrior Transition Command Employment Index: <https://wct.army.mil/modules/employers/index.html>
- Hiring Our Heroes: <https://www.uschamberfoundation.org/hiring-our-heroes>

(End of special contract requirement)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	N/A	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	N/A	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	730 dys. ANP	1	COE PROGRAMS MANAGEMENT BRANCH CENWO-PPMD-INVOICES USA, OMAHA CENWO-PM-P 1616 CAPITOL AVE OMAHA NE 68102-4901 402-995-2800 FOB: Destination	966752
0002	730 dys. ANP	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	966752
0003	730 dys. ANP	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	966752
0004	N/A	N/A	N/A	N/A
0005	730 dys. ANP	1	COE PROGRAMS MANAGEMENT BRANCH CENWO-PPMD-INVOICES USA, OMAHA CENWO-PM-P 1616 CAPITOL AVE OMAHA NE 68102-4901 402-995-2800 FOB: Destination	966752
0006	730 dys. ANP	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	966752
0007	730 dys. ANP	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	966752
0008	N/A	N/A	N/A	N/A
0009	730 dys. ANP	2,500	COE PROGRAMS MANAGEMENT BRANCH CENWO-PPMD-INVOICES USA, OMAHA CENWO-PM-P 1616 CAPITOL AVE OMAHA NE 68102-4901 402-995-2800 FOB: Destination	966752
0010	730 dys. ANP	2,500	(SAME AS PREVIOUS LOCATION) FOB: Destination	966752

0011	730 dys. ANP	5,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	966752
0012	730 dys. ANP	250	(SAME AS PREVIOUS LOCATION) FOB: Destination	966752
0013	730 dys. ANP	250	(SAME AS PREVIOUS LOCATION) FOB: Destination	966752

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions

OCT 2005