

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W9128F23R0006	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 04-Jan-2023	PAGE OF PAGES 1 OF 93
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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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:
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9. FOR INFORMATION CALL:	A. NAME MICHELE A RENKEMA	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 402-995-2929
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SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

The offeror hereby agrees to do all work described in the documents entitled:

Joint Cryptologic Center (JCC)
 Project Number: (FY22)
 Buckley AFB, Aurora, Colorado

THIS SOLICITATION IS SET ASIDE FOR SMALL BUSINESS.

Procurement will be through a one-step design-bid build request for proposal (RFP) best-value tradeoff.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>640</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input checked="" type="checkbox"/> negotiable. <i>(See FAR52.211-10 _____.)</i>	
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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
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by _____ *(hour)* local time _____ *(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 ☐ is, ☒ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 120 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 consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <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 Joint Cryptologic Center FFP Entire work complete for Construction of the Joint Cryptologic Center Expansion, 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. (MILCON) FOB: Destination PSC CD: Y1EB	1	Job		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Construction of Sitework FFP Entire work complete for Construction of Sitework, Utilities, and Pavements from five-foot line to the limits of construction of Joint Cryptologic Center Expansion, including all required demolition, excluding items listed separately below. (MILCON) FOB: Destination PSC CD: Y1EB	1	Job		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Job		
OPTION	Additional Building FFP Entire work complete for Construction of Additional Building space as indicated in the RFP. (MILCON)				
	FOB: Destination PSC CD: Y1EB				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Job		
OPTION	Additional Parking Spaces FFP Entire work complete for Construction of Additional Parking Spaces as indicated in the RFP. (MILCON)				
	FOB: Destination PSC CD: Y1EB				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005	Removal and Disposal of Asbestos FFP Entire work complete for removal and disposal of Asbestos containing material and/or soils. (MILCON) FOB: Destination PSC CD: Y1EB	25	Cubic Yard		
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0006	Procurement and Installation of FF&E FFP Entire work complete for Procurement and Installation of FF&E. (Non-MILCON) FOB: Destination PSC CD: Y1EB	1	Job		
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Job		
OPTION	System Installation FFP Entire work complete for Procurement, Installation, Commissioning, and Cybersecurity of Communication Racks, Intrusion Detection System (IDS), Closed-Circuit Television (CCTV) system and Access Control System (ACS). (Non-MILCON) FOB: Destination PSC CD: Y1EB				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		25	Cubic Yard		
OPTION	Removal & Dispose Buried Concrete FFP Entire work complete for removal and disposal of buried concrete foundations and/or concrete debris. (MILCON) FOB: Destination				

NET AMT

PRICE SCHEDULE NOTES

NOTES:

1. See SECTION 00 21 00, INSTRUCTIONS TO OFFERORS for evaluation of options. The Government reserves the right to exercise Option Items 0003-0004 within 60 days of Notice to Proceed and Option Items 0005 and 0008 within 600 days of Notice to proceed and 0006-0007 within 365 days of Notice to Proceed. Abbreviations: Non-Military Construction (NON-MILCON), Military Construction (MILCON)
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 640 calendar days for award basic and option items. No contract duration extension will be provided upon award of any combination of option items.
5. 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".

Section 00 21 00 - Instructions

INSTRUCTION TO OFFERORDIV 00 21 00
INSTRUCTIONS TO OFFERORS (RFP)

1. SOLICITATION RESTRICTIONS

1.1. GENERAL CONTRACTOR

This solicitation is restricted to Small Businesses only.

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.

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

2. COPIES OF SOLICITATION DOCUMENT AND AMENDMENTS

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

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

3. OFFEROR'S QUESTIONS AND COMMENTS

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

Contract Specialist – Primary POC:

Michele Renkema, michele.a.renkema@usace.army.mil

3.1. BIDDER INQUIRY

Technical inquiries and questions relating to technical requirements, proposal procedures or bonds are to be submitted via Bidder Inquiry in ProjNet at: <https://www.projnet.org/projnet/> 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: W9128F23R0006

The Bidder Inquiry Key is: **6EIKKD-RDN9QY**

a. Registration for ProjNet Bidder Inquiry Access

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

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

b. Entering Bidder Inquiries in ProjNet Bidder Inquiry System

1. For future access to ProjNet, you will not be emailed any type of password. You will utilize your Secret Question and Secret Answer to log in.
 2. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
 3. Identify the Agency. This should be marked as USACE.
 4. Key. Enter the Bidder Inquiry Key listed above.
 5. 5. Email. Enter the email address you used to register previously in ProjNet.
 6. Click Continue. A page will then open asking you to enter the answer to your Secret Question.
 7. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system.
 8. Follow online screen instructions to enter specific bidder inquiries for the project.
- c. Offerors are requested to review the specification in its entirety, review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry.
 - d. The call center operates weekdays from 8AM to 5PM U.S. Central Time Zone (Chicago). The telephone number for the Call Center is 800-428-HELP.
 - e. Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

4. PLAN HOLDER'S LIST

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

5. GENERAL DESCRIPTION OF WORK

Scope of project includes all work required to construct a Joint Cryptologic Center at Buckley SFB, Colorado. Work shall be in accordance with Request for Proposal documents issued with this solicitation.

6. EVALUATION AND CONTRACT AWARD

See Section 00 22 00 Evaluation Criteria

7. SOURCE SELECTION 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.

8. FEDERAL, STATE, AND LOCAL TAXES

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

9. COLORADO SALES AND USE TAX

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

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.207-1	Notice Of Standard Competition	MAY 2006
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
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
52.236-13	Accident Prevention	NOV 1991
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

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

USACE Omaha District
ATTN: Amanda E. Eaton, Contracting Officer
1616 Capitol Avenue
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) The Government intends to hold a site visit on 26 JAN 2012 at 1300 hours (1:00 p.m.) MST. For Additional details, contact: Riza Fattore, riza.p.fattore@usace.army.mil; (720) 692-6264. The contractors that attend the site visit shall arrive at:

USACE Resident Office
660 South Aspen Street
Building 1005
Buckley SFB, CO 80011

The offeror's wishing access to the Base for the site visit must be vetted by Base Security prior to the site visit. Therefore, all participants must provide the following information to the Site Visit POC NLT 10 calendar days prior to the scheduled site visit.

Contractors wishing to attend the site visit must be pre-screened. Provide a list including the following information to obtain access to Buckley SFB:

- Name of Contractor.
- Names of each individual.
- Social Security numbers for each attendee.
- A second identification, i.e., driver's license number and state.

(End of provision)

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

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

<https://www.acquisition.gov/browse/index/far>
<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

Per future Amendment(s) which will be documented on an SF 30 - AMENDMENT OF 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 Supplement \(DFARS\)](#) (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

EVALUATION CRITERIASECTION 00 22 00
EVALUATION CRITERIA**1. GENERAL SCOPE OF WORK**

Construction of the Joint Cryptologic Center (JCC) at Buckley SFB, Colorado: 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 facility and warranty based on the Request for Proposal (RFP).

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

The project includes construction of one (1) JCC facility. Construct an 30,000 square foot (SF) multi-story facility for operational training and administrative to support the National Security Agency Colorado (NSAC) and Service Cryptologic Elements. The facility will include shared training and conference space, flexible administrative areas, storage, and support spaces. The primary facility will be a two-story masonry structure constructed with a concrete slab-on-ground floor, load-bearing concrete masonry unit walls, and metal roof deck supported by steel joists. Facility related control systems include cybersecurity features in accordance with Department of Defense (DoD) criteria.

Physical security mitigation will be in accordance with DoD Minimum Anti-Terrorism Standards for Buildings. Facilities will be designed as permanent construction and in accordance with DoD standards for high performance, and sustainable facilities will be included in design construction of the facility in accordance with federal laws and Executive Orders. Life-cycle cost-effective practices will be integrated into the design, development, and construction of the project to include energy consuming systems. Supporting facilities include connections to electric, water, sewer, and gas services. Asphalt parking, road pavement, and concrete walkway will be provided. Site work consists of landscaping (trees, shrubs, turf grass), storm drainage and other necessary site improvements to make a complete and usable facility. Low Impact Development (LID) including storm water management features are included. Demolition and disposal of known buried asbestos containing soil is required. Secure communications infrastructure and cabling will be provided.

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

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

2. TECHNICAL RATINGS

The acquisition approach for this project will be a Best Value Trade-off RFP following FAR Part 15 procedures. 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 review of the Best Value Trade-off will then commence.

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 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 unsuccessful performance is unacceptably high.

RATING DEFINITIONS

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

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

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

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

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

▪ OTHER EVALUATION DEFINITIONS

Omission – A failure to provide information required by the solicitation and depending on the nature and extent of the omission it may be evaluated as a weakness, a significant weakness, or a deficiency.

Clarification - Clarifications are limited exchanges between the Government and Offerors that may occur when award without discussions is contemplated. If award without discussions is anticipated, Offerors may be given the opportunity to clarify certain aspects of their proposals or to resolve minor or clerical errors.

Communication - Communications are exchanges between the Government and Offerors after receipt of proposals, leading to establishment of the competitive range.

Discussions - Discussions are negotiations conducted in a competitive acquisition and

take place after establishment of the competitive range. Discussions are tailored to each Offeror's proposal and shall be conducted by the Contracting Officer with each Offeror within the competitive range.

3. PAST PERFORMANCE/EXPERIENCE RATING

The combined Past Performance/Experience 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/Experience 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 three aspects to the Past Performance evaluation, recency, relevancy, and contractor performance, which are described below:

- a. Recency - The first aspect is to evaluate the recency of the Offeror's past performance. With respect to recency, more recent past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than less recently completed projects. Recency criteria related to this solicitation is outlined in the Past Performance Submission Requirements section.
- b. Relevancy. The second aspect of the Past Performance evaluation is to determine how relevant previous projects accomplished by the Offeror is to the anticipated work to be accomplished under this project scope. Recent is defined as Past Performance on contracts that had a construction completion date (otherwise known as a building occupancy date (BOD)) within the past ten (10) years of this solicitation release. 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 relevancy definitions 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. The third aspect of the Past Performance evaluation is to determine the quality of the performance on past contracts. The Past Performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the Offeror's Past Performance on past contracts; rather, the Past Performance evaluation process gathers information from stakeholders on how well the Offeror performed those past contracts. The Source Selection Evaluation Board will review this Past Performance information and determine the quality and usefulness as it applies to performance confidence assessment.
- d. Contractor Performance. The Past Performance evaluation is to determine how well the contractor

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

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

4. 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.

5. RELATIVE IMPORTANCE OF EVALUATION FACTORS

Evaluation factors are listed below in descending order of importance:

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

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

Table 4: Volume I Evaluation Factors

Location	Description	Descending Order of Importance
TAB D	Factor 1 – Past Performance	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
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Table 5: Volume II Required Submittal Items

Location	Description	Descending Order of Importance
TAB A	SF1442 and Acknowledgement of Amendments	Not Rated
TAB B	Factor 4 – Section 00 10 00, Pricing Schedule	All evaluation factors other than cost or price, when combined, are approximately equal to cost or price.
TAB C	Any new JV Agreement or Teaming Agreement (if applicable).	Not Rated

6. BASIS OF AWARD

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

The award will be made based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the four evaluation factors: Past Performance, Project Management Plan, Key Personnel, and Price. To receive consideration for award, a rating of no less than “Acceptable” must be achieved for Factors 1-3. Offerors will be cautioned that the award may not necessarily be made to the lowest cost offered. **NOTE: ALL NON-PRICED FACTORS COMBINED ARE APPROXIMATELY EQUAL TO COST/PRICE.**

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.

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

7. VOLUME I

Proposals shall be submitted by the time and date as specified in Section 00 10 00, Page 1. All submissions shall be in Adobe PDF format with Optical Character Recognition (OCR) applied to all documents that will enable word searches to be conducted using Adobe-compatible PDF software. The

two (2) volumes listed below shall be submitted as "SEPARATE" single files. Due to heightened security at Government installations, the proposal shall be delivered via electronic mail (email) to the following:

1. Michele Renkema, michele.a.renkema@usace.army.mil
2. Amanda Eaton, amanda.e.eaton@usace.army.mil

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

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

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

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

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

7.3. TAB C. Contractor Team Arrangements. If applicable, the offerors shall provide a copy of

the firm's JV Agreement. A small business joint venture offeror must submit, with its offer, the representation required in paragraph (c) of FAR solicitation provision 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, and paragraph (c) of FAR solicitation provision 52.219-1, Small Business Program Representations, in accordance with 52.204-8(d) and 52.212-3(b) for the following categories:

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

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

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

- a. A listing of each team arrangement member's corporate name (no abbreviations), address, point of contact, phone number, UEID, and CAGE Code.
- b. A copy of the signed team arrangement agreement or binding letter of commitment between each team member. All team arrangement agreements and letters of commitment shall:
 - (1) Clearly identify the expected relationship, role and responsibility between the firms, Prime Contractor, and of the subcontractor or other entity (type and proportion of work to be performed); and
 - (2) Be signed by the appropriate individual(s) of each company.

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

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

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

“The parties hereto expressly understand and agree as follows:

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

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

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

7.3.3. Integrity and Validity of Contractor Team Arrangements

The Contracting Officer will recognize the integrity and validity of contractor team arrangements; provided that the arrangements are identified, 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.

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

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

There are three aspects to the performance confidence evaluations: recency, relevancy, and quality of past performance. In accordance with FAR 15.305(a)(2), the recency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. Recency, 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) narrative pages per project submitted. If more than three (3) narrative 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 (2) page narrative to describe any past teaming experience between current team members as it relates to any or all of the three (3) submitted project examples. The page limitation for Factor 1 **shall** be a maximum of eleven (11) pages, plus past performance evaluations for each project (described below). Any information presented beyond the page limit 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 advertisement of this solicitation. Projects should be substantially complete, meaning more than 90% invoiced and paid.

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

1. 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. 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. A small business contractor may use a past performance rating for work performed as a member of a joint venture or for work performed as a first-tier subcontractor, consistent with the Small Business Administration Rule 3245-AH71.

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

	Scenario Examples	Project Examples Qualify for Evaluation for Factor 1 (if all other requirements are met)
1	Past project was awarded to Company X only. Company X is proposing as a Prime Contractor for W9128F23R0006 and has signed the SF 1442 for W9128F23R0006.	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 W9128F23R0006 and has signed the SF 1442 for W9128F23R0006.	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 W9128F23R0006 and has signed the SF 1442 for W9128F23R0006.	Yes
4	Past Project was awarded to Company "AY," a JV composed of Company A (not Prime Offeror for RFP W9128F23R0006) 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 W9128F23R0006.	Yes
5	Company Y has formed a JV with Company Z (forming Company "YZ"). Company YZ is proposing as a Prime Contractor for W9128F23R0006 and has signed the SF 1442 for W9128F23R0006. 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 W9128F23R0006 and has signed the SF 1442 for W9128F23R0006. Company X will use Company R as a teaming member/subcontractor but Company R is not part of a JV with Company X for W9128F23R0006. 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 W9128F23R0006 and has signed the SF 1442 for W9128F23R0006. Company YZ will use Company R	No

	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).	
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PROJECT INFORMATION: Additionally, each project example submitted should demonstrate experience on similar building and site improvement projects of similar or greater value and scope. At least one project submitted shall demonstrate experience constructing a cryptologic facility, or similar cybersecurity facility of at least 35,000 total 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;
- Contract Type;
- Location of project;
- Original contract completion date and actual completion date (Month/Year);
- Identify if the project was a construction project or a design-build project;
- Percentage (%) performed by the Prime Offeror; and
- Percentage (%) and type of work subcontracted out.

Do not include extraneous information that is not requested.

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

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

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

Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), Supplier Performance Risk System (SPRS), and any other known sources not provided by the Offeror.

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

7.4.2 Evaluation Criteria

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

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

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

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

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

7.5.1 Submission Requirements: The page limit for this factor is twelve(12) pages total including organizational approach, technical approach, proposed duration, and schedule.

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

Organizational Approach. The Government will evaluate the clarity and strength of the overall organization and how well it is organized, structured, and staffed to execute the entire scope of work. Joint venture participants' contribution to the organization should be commensurate with their skills and background. An organization chart and narrative that does not contain proposed quality control group(s) may be rated as less favorable. The Offeror shall document unequivocal teaming arrangements with its lead entity(ies) and key subcontractors. Describe the proposed management structure for the team, describing how the construction process will be managed and the authorities and the delegations of authority within the team. Include an Organizational Chart, including the proposed quality control group(s). Include key personnel in the organization chart. 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 to construction of the facility. Include any considerations to the project which will successfully meet schedule duration (long lead items, integration of site security, commissioning, cybersecurity,), subcontractor and labor resources, submittal

and procurement management, shop and equipment room drawings, etc. This approach should also include site security and access management procedures (see specification 01 14 00 WORK RESTRICTIONS) or special procedures to address the joint cryptologic facility.

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).

Summary Schedule. The Government will evaluate the summary schedule for construction. Schedules or diagrams, in a size that is easily read, but not exceeding 11" x 17". Provide a schedule to complete all work based on an arbitrary estimated, nonbinding notice to proceed date of 30 April 2023. The contract duration is indicated in the CLIN schedule. A Schedule unreasonably shorter than the proposed contract duration may indicate the offeror is placing additional risk on the Government for any delays between the scheduled completion date and the required performance completion period and may be rated less favorably. The Government will evaluate the schedule to assess the strength of understanding of the project scope, restrictions which must be considered in the schedule e.g., permitting (see Section 01 41 26.02 24), long lead items, etc. The Government will evaluate the strength of understanding of events associated with coordinating design submittals, reviews and incorporating review comments, the offeror's capability to schedule the complete project within the proposed performance duration and the realism of the schedule. A schedule that offers advantage(s) to the Government over one that merely indicates an adequate understanding of the scope, restrictions, major milestones, and general understanding of the various events that can affect start and completion of construction may be rated more favorably. A schedule that does not show a critical path will be a deficiency 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.

7.5.2 Evaluation Criteria

Strengths may be given for each the following criteria:

- Proposals that demonstrate a detailed and coherent plan and provides logical methodology to execute the entire scope of work. Joint Venture/Subcontractors participants' contribution to the organization should be commensurate with their skills and background.
- Proposals that offer methods to streamline construction and manage labor and other resource constraints in an effort to reduce costs and support the 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 construction contracts including submittal management, 3 phase inspections, commissioning, and cybersecurity.
- Proposals that demonstrate an understanding of the site security and access management requirements documented in 01 14 00 WORK RESTRICTIONS.

- Proposals that demonstrate an understanding of how the requirements associated with UFC 4-010-05 and ICD/ICS 705 will affect the construction of this project.
- Proposals that illustrate an understanding of construction practices inherent to the front range.
- 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 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 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.
- 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.

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

7.6.1 Submission Requirements: The page limit for this factor is three (3) pages per resume for a total of no more than twelve (12) pages.

Submit resumes for the following key personnel. If more than three (3) 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, managing similar projects to this

solicitation. Project manager that holds active architect or engineer professional registration may be rated more favorably.

- Contractor Quality Control (CQC) System Manager(s): CQC System Manager should have 5 years of experience as a Quality Control Manager on similar projects to this solicitation. CQC System Manager shall comply with personnel requirements listed in Section 01 45 00.00 10.
- General Superintendent: The superintendent should have 5 years' experience as superintendent managing multiple trades and subcontractors.
- Site Safety Health Officer (SSHO): They should demonstrate at least 5 years of experience as a Site Safety Health Officer.

Each resume should include the following information:

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

7.6.2 Evaluation Criteria

Strengths may be given for each the following criteria:

- Key personnel that demonstrate experience that is recent (within six (6) 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 ICD/ICS 705 and the ICD/ICS 705 tech spec on new construction projects.
- Federal government experience.
- 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.
- Personnel experience working past projects that do not represent recent relevant experience in the same capacity/role as this solicitation.
- One or more personnel with a preponderance of past projects that do not exhibit experience with projects of similar scope, magnitude, or complexity to the proposed project.
- Any other aspect of a proposal that the Government identifies as a flaw that increases the risk of unsuccessful contract performance.

Deficiencies shall be given for each of the following criteria:

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

8.0 VOLUME II

8.1 VOLUME II SUBMISSION REQUIREMENTS

This volume shall consist of all information required to support proposed prices. Certified cost and pricing data are not currently required; however, the Government reserves the right to request such data prior to award. The information submitted in this volume shall comply with FAR 15.408 and the requirements set forth below. The Offeror shall ensure that the information submitted in this volume is consistent with and

fully supports the amounts set forth in the price schedule, SF1442 and continuation sheets. Proposals may be determined non-compliant and rejected from further consideration for failure to follow the following format and provide all the items listed below.

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

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

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

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

8.1.3. TAB B. VOLUME II – FACTOR 4 – PRICE

8.1.3.1. Submission Requirements (There is no page limitation for Factor 4 Price)
Your proposed price for this project shall be in the form of the Proposal/Price Schedule provided in this solicitation. Offerors may not modify the price schedule wording or format. As this is a firm fixed-price contract, price proposals will not be considered which provide for subsequent increases in price. No qualified price proposal of any type will be accepted; therefor, all offers containing such qualifications will be considered unacceptable. If the offeror does not comply with all requirements of the proposal forms, the proposal may be considered non-compliant and eliminated from consideration.
Supplemental Price Breakdown. After Volume II submission and if deemed necessary to analyze cost/price elements of the price proposals, the Government may request a price

breakdown of the Contract Line Items in an Excel format. The Government will provide details on where and how to send the breakdown. If requested, this information will not be needed sooner than three working days after the proposal submission due date.

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

8.1.3.2. Evaluation Criteria:

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

The RFP requires firm-fixed-price contract line items. A price reasonableness approach will be utilized by the Government to determine that the proposed prices offered are fair and reasonable and that unbalanced pricing between CLINs or Options is not occurring. Price reasonableness will be determined by using proposal price analysis techniques as detailed in FAR 15.

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

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

SECTION 00 22 00 - ATTACHMENT 1**COMPANY SPECIALIZED EXPERIENCE - CONSTRUCTION / 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 <div style="display: flex; justify-content: space-between;"> <div> Company Name: Address: Phone Number: Email Address: Point of Contact: </div> <div> CAGE Code: EID/DUNS: Contact Phone Number: </div> </div>	
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 (<i>to include all modifications, if applicable</i>): 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? (<i>Please provide details such as similar equipment, requirements, conditions, etc.</i>)	
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 VG S M U N
b) Ability to meet quality standards specified for technical performance	E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E VG S M U N
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 VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E VG S M U N
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	E VG S M U N
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 VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S M U N
d) Overall customer satisfaction	E VG S M U N
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.	FEB 2021
52.209-14	Reserve Officer Training Corps and Military Recruiting on Campus	NOV 2021
52.236-28	Preparation of Proposals--Construction	OCT 1997
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022
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 (SEP 2021)

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

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

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

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

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

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

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

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

checking one of the following boxes:

() Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(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 will be performed in the United States or its outlying areas.

(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 items.

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

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

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

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

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 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:

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

X (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

52.204-24 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)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2022) - ALTERNATE I (SEPT 2015)

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

Small business concern--

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

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In

determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The small business size standard is **\$39,500,000.00**.

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

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

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

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

(c) Representations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-

owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (1) Be punished by imposition of fine, imprisonment, or both;
 - (2) Be subject to administrative remedies, including suspension and debarment; and
 - (3) Be ineligible for participation in programs conducted under the authority of the Act.
- (9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:
- ☐ Black American.
 - ☐ Hispanic American.
 - ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
 - ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
 - ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
 - ☐ Individual/concern, other than one of the preceding.

(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:

___ (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.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

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

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

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

FAR/DFARS provision No.	Title	Date	Change

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

(End of provision)

Section 00 72 00 - General Conditions

CLAUSES INCORPORATED BY REFERENCE

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	JUN 2020
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
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
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	JUN 2020
52.211-13	Time Extensions	SEP 2000
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	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997

52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	NOV 2021
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
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
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	OCT 2020
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	NOV 2020
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-20	Aerosols	JUN 2016
52.223-21	Foams	JUN 2016
52.225-12	Notice of Buy American Requirement - Construction Materials Under Trade Agreements	MAY 2014
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 (Dev)	Individual Surety--Pledge of Assets (DEVIATION 2020-O0016)	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-15	Performance and Payment Bonds--Construction	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-23	Responsibility of the Architect-Engineer Contractor	APR 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	APR 1984
52.236-25	Requirements for Registration of Designers	JUN 2003
52.236-26	Preconstruction Conference	FEB 1995
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.243-6	Change Order Accounting	APR 1984
52.244-6	Subcontracts for Commercial Items	JUL 2021
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.246-12	Inspection of Construction	AUG 1996

52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2020
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)	APR 2012
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
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
252.211-7007	Reporting of Government-Furnished Property	MAR 2022
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7004 (Dev)	DoD Progress Payment Rates (DEVIATION 2020-O0010)	MAR 2020
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration	APR 2020
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991

252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers	JUN 2013
252.242-7005	Contractor Business Systems	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.243-7999 (Dev)	Section 3610 Reimbursement. (DEVIATION 2020-O0021)	AUG 2020
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004 (Dev)	Reporting, Reutilization, and Disposal (DEVIATION 2022-O0006)	NOV 2021
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **640 days from NTP**. 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 **\$1,580.00** for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **the timeframes outlined within the bid schedule**. 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)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (SEP 2021)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) Definition. “Similarly situated entity,” as used in this clause, means a first-tier subcontractor, including an independent contractor, that—
 - (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
 - (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
- (c) Applicability. This clause applies only to—
 - (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
 - (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
 - (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
 - (4) Orders expected to exceed the simplified acquisition threshold and that are—
 - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
 - (5) Orders, regardless of dollar value, that are—
 - (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
 - (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
- (d) Independent contractors. An independent contractor shall be considered a subcontractor.
- (e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—
 - (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor’s 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:
 - (i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.
 - (ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor’s 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
 - (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor’s 85 percent subcontract amount that cannot be exceeded; or
 - (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly

situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –

X By the end of the base term of the contract and then by the end of each subsequent option period; or

X By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

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

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

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

Small business concern--

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

(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
13.8%	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 **Denver-Boulder, CO, SMSA-2080, of which Arapahoe County, CO is 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)

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

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

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

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

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

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

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

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

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

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

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

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

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

Cost of components means--

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

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

Designated country means any of the following countries:

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

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

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

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

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

Domestic construction material means--

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

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

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

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

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

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

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

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

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial

melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

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

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

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

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

Least developed country construction material means a construction material that—

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

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

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

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

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

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

(b) Construction materials.

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

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

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

NONE

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
Item 1:			
Foreign construction material....
Domestic construction material...
Item 2:			
Foreign construction material....
Domestic construction material...

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

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

[Include other applicable supporting information.]

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

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

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

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

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

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

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

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

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

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

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

(A) 90 days following final payment; or

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

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

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

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

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

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

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

Issue Date ____

IRREVOCABLE LETTER OF CREDIT NO. ____

Account party's name ____

Account party's address ____

For Solicitation No. ____ (for reference only)

TO: [____ U.S. Government agency]

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

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

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

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

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

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

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

Sincerely,

[____ Issuing financial institution]

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

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

(Date) ____

Our Letter of Credit Advice Number ____

Beneficiary: ____ [U.S. Government agency]

Issuing Financial Institution: ____

Issuing Financial Institution's LC No.: ____

Gentlemen:

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

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

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

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

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

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

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

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

Sincerely,

[Confirming financial institution]

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

SIGHT DRAFT

[City, State]

(Date) ____

[Name and address of financial institution]

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

____ [Beneficiary Agency]

By: ____

(End of clause)

52.232-16 PROGRESS PAYMENTS (NOV 2021)

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

(a) Computation of amounts.

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

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

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

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

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

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

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

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

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

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

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

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

(d) Title.

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

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

accounting principles and practices.

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

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

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

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

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

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

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

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

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

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

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

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

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

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

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

(3) Each Contractor request for progress payment shall:

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

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

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

(i) Reservations of rights.

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

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

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

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

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

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

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

(1) The amounts included are limited to--

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

(ii) Any unpaid subcontractor requests for financing payments.

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

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

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

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the **30th** day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

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

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

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2020)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

Per future 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 **DFARS** (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

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

(c) In general--

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

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

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

Reference Specifications and Drawings.

(End of clause)

DBWD CO20220016 - BUILDING

"General Decision Number: CO20220016 11/04/2022

Superseded General Decision Number: CO20210016

State: Colorado

Construction Type: Building

County: Arapahoe County in Colorado.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

wage determination, the contractor must still submit a conformance request.

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

Modification Number	Publication Date
0	01/07/2022
1	01/28/2022
2	02/18/2022
3	02/25/2022
4	05/06/2022
5	05/13/2022
6	07/08/2022
7	08/05/2022
8	08/19/2022
9	11/04/2022

CARP0055-001 05/01/2022

	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation and Drywall Hanging Only).....	\$ 33.72	12.17

CARPl607-001 06/01/2022

	Rates	Fringes
MILLWRIGHT.....	\$ 39.70	15.73

ELEC0068-013 06/01/2022

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 41.30	17.87

ELEV0025-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.74	36.885

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0009-017 05/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		

141 tons and over.....\$ 35.17	12.35
50 tons and under.....\$ 31.70	12.35
51 to 90 tons.....\$ 31.97	12.35
91 to 140 tons.....\$ 33.05	12.35

IRON0024-009 12/01/2021	
Rates	Fringes
IRONWORKER, ORNAMENTAL.....\$ 31.00	14.25

IRON0024-011 12/01/2021	
Rates	Fringes
IRONWORKER, STRUCTURAL.....\$ 31.00	14.25

PAIN0079-006 08/01/2017	
Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....\$ 20.50	8.41

PAIN0079-007 08/01/2017	
Rates	Fringes
DRYWALL FINISHER/TAPER.....\$ 21.20	8.41

PAIN0419-001 07/01/2016	
Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....\$ 20.00	10.83

PAIN0930-002 07/01/2022	
Rates	Fringes
GLAZIER.....\$ 32.93	11.74

PLUM0003-009 06/01/2022	
Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....\$ 41.33	19.29

PLUM0208-008 06/01/2022	
Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....\$ 40.50	18.62

SFCO0669-002 04/01/2022	

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 41.46	25.84

* SHEE0009-004 07/01/2022		

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 37.17	20.05

SUCO2013-002 07/31/2015		

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Metal Stud Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 23.83	5.63
CEMENT MASON/CONCRETE FINISHER...	\$ 20.33	6.76
ELECTRICIAN (Low Voltage Wiring).....	\$ 31.60	7.38
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 23.12	7.97
LABORER: Common or General.....	\$ 15.21	4.54
LABORER: Mason Tender - Brick...	\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.96	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 16.94	0.00

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.

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"

DBWD CO20220002 HEAVY

"General Decision Number: CO20220002 11/04/2022

Superseded General Decision Number: CO20210002

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

HEAVY 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 \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

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

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

ASBE0028-001 03/01/2022

Rates

Fringes

Asbestos Workers/Insulator
(Includes application of
all insulating materials,
protective coverings,

coatings and finishings to
all types of mechanical
systems).....\$ 32.98 15.47

* BRCO0007-004 01/01/2022

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

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

* BRCO0007-006 05/01/2022

EL PASO AND PUEBLO COUNTIES

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

ELEC0012-004 09/01/2021

PUEBLO COUNTY

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

ELEC0068-001 06/01/2022

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

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

ELEC0111-001 09/01/2022

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

ELEC0113-002 06/01/2022

EL PASO COUNTY

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

ELEC0969-002 06/01/2019

MESA COUNTY

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

ENGI0009-001 05/01/2021

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 31.37	12.35
Blade: Rough.....	\$ 31.05	12.35
Bulldozer.....	\$ 31.05	12.35
Cranes: 50 tons and under..	\$ 31.70	12.35
Cranes: 51 to 90 tons.....	\$ 31.97	12.35
Cranes: 91 to 140 tons.....	\$ 33.05	12.35
Cranes: 141 tons and over...	\$ 35.17	12.35
Forklift.....	\$ 30.67	12.35
Mechanic.....	\$ 31.20	12.35
Oiler.....	\$ 30.29	12.35
Scraper: Single bowl under 40 cubic yards.....	\$ 31.20	12.35
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 31.37	12.35
Trackhoe.....	\$ 31.20	12.35

IRON0024-003 12/01/2021

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

LABO0086-001 05/01/2009

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

PLUM0003-005 06/01/2022ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER AND WELD COUNTIES

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

PLUM0058-002 07/01/2022

EL PASO COUNTY

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

PLUM0058-008 07/01/2022

PUEBLO COUNTY

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

PLUM0145-002 07/01/2022

MESA COUNTY

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

PLUM0208-004 06/02/2022

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

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

* SHEE0009-002 07/01/2022

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

TEAM0455-002 07/01/2022

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

* SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22 **	2.92
Flagger.....	\$ 8.91 **	3.80
Landscape.....	\$ 12.56 **	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26

Power equipment operators:

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

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

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

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

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

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

Union Rate Identifiers

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

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board
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"

Section 00 73 00 - Supplementary Conditions

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	640 dys. ANP	1	COE BUCKLEY RESIDENT OFC NEAL PARKER 19070 E. SUNLIGHT WAY, T1012 MAIL STOP 53 BUCKLEY SFB CO 80011 303-249-0310 FOB: Destination	9682AL
0002	640 dys. ANP	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	9682AL
0003	640 dys. ANP	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	9682AL
0004	640 dys. ANP	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	9682AL
0005	640 dys. ANP	25	(SAME AS PREVIOUS LOCATION) FOB: Destination	9682AL
0006	640 dys. ANP	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	9682AL
0007	640 dys. ANP	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	9682AL

0008 640 dys. ANP

25

(SAME AS PREVIOUS LOCATION)
FOB: Destination

9682AL

CLAUSES INCORPORATED BY FULL TEXT

Antiterrorism (AT)/Operations Security (OPSEC) Provisions

1a. General security requirements and guidance (DoD Components Only): The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). The Department of Defense (DoD) and Service-specific security requirements specified below, if applicable, are performance requirements. All contract personnel shall complete applicable initial training within 30 days of contract award, or the date new contract personnel begin performance on the contract. The Contractor shall maintain security training records in accordance with applicable RA policies. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated security in accordance with applicable RA plans and procedures - this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

1b. General security requirements and guidance (Other Federal Agencies): The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with all security requirements and any others promulgated by the Requiring Activity (RA). Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), RA representative, or Contracting Officer (if a COR or other RA representative is not appointed)). In circumstances where access to a DoD installation or facility is necessary to meet contract performance requirements, contractor personnel shall comply with that agency's security requirements (e.g., access control procedures, etc.). Contractor personnel entering federal buildings and non-DoD installations shall follow applicable access control procedures and are subject to search in accordance with Interagency Security Committee (ISC) regulations.

2. Physical security and access control requirements (DoD Components Only): All contract personnel requiring physical access to a DoD installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access on a DoD installation in the US to meet contract performance requirements shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as "NCIC-III") and Terrorist Screening Database (commonly referred to as "TSDB"). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to DoD-owned facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA. Reference: DoDM 5200.08, Volume 3, "Physical Security Program: Access to DoD Installations."

12. Pre-screen candidates using E-Verify Program: Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (<https://www.e-verify.gov/>) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates shall be provided to the RA's COR or similar point of contact no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.