

|   |                                      |  |                               |                          |
|---|--------------------------------------|--|-------------------------------|--------------------------|
| <b>SOLICITATION, OFFER,<br/>AND AWARD</b><br><i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO.<br>W9128F23R0016 | 2. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED<br>10-Feb-2023 | PAGE OF PAGES<br>1 OF 87 |
|---|--------------------------------------|--|-------------------------------|--------------------------|

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

|                 |                                     |                |
|-----------------|-------------------------------------|----------------|
| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. | 6. PROJECT NO. |
|-----------------|-------------------------------------|----------------|

|  |                |  |
|--|----------------|--|
| 7. ISSUED BY<br>U.S. ARMY CORPS OF ENGINEERS, OMAHA DIST<br>CONTRACTING OFFICE<br>1616 CAPITOL AVENUE<br>OMAHA NE 68102-4901 | CODE<br>W9128F | 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE |
| TEL:   | FAX:           | TEL:   |
| <b>See Item 7</b>  |                |  |

|                          |                              |  |
|--------------------------|------------------------------|--|
| 9. FOR INFORMATION CALL: | A. NAME<br>MICHELE A RENKEVA | B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i><br>402-995-2929 |
|--------------------------|------------------------------|--|

**SOLICITATION**

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

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

Fire Station Support Facility  
Fort Carson, Colorado

This solicitation is for Small Business Only

11. The Contractor shall begin performance within 10 calendar days and complete it within 548 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See FAR 52.211-10 \_\_\_\_\_.)

|  |                          |
|--|--------------------------|
| 12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?<br><i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i><br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | 12B. CALENDAR DAYS<br>10 |
|--|--------------------------|

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 02:00 PM (hour) local time 13 Mar 2023 (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)***(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See Item 14**

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

**19. ACKNOWLEDGMENT OF AMENDMENTS***(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
*(4 copies unless otherwise specified)***ITEM**

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

 10 U.S.C. 2304(c) 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**

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, 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.

29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA  
BY

31C. AWARD DATE

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

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001    | Construct Fire Station Support Facility<br>FFP<br>Entire work complete to construct Fire Station Support Facility excluding other items listed separately below<br>FOB: Destination<br>PSC CD: Y1AZ |          | Job  |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002    | Construction Sitework<br>FFP<br>Entire work complete to construct sitework to the limits shown on the plans.<br>Includes pavements, utilities, site improvements, and passive barriers.<br>FOB: Destination<br>PSC CD: Y1AZ |          | Job  |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0003    |  |          | Job  |            |        |
| OPTION  | Procure and Install FF&E<br>FFP<br>Entire work complete to procure and install FF&E (O&M funded)<br>FOB: Destination<br>PSC CD: Y1AZ |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0004    |  |          | Job  |            |        |
| OPTION  | Procure & Install ESS<br>FFP<br>Entire work complete to procure and install ESS (O&M funded)<br>FOB: Destination<br>PSC CD: Y1AZ |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0005    |  |          | Job  |            |        |
| OPTION  | Construct Underground Power<br>FFP<br>Additional cost to construct underground power from tie-in to project site in lieu of<br>aboveground power (MILCON funded)<br>FOB: Destination<br>PSC CD: Y1AZ |          |      |            |        |

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 0006<br>OPTION | Construct Onsite Storage Building<br>FFP<br>Entire work complete to construct onsite storage building. (MILCON funded)<br>FOB: Destination<br>PSC CD: Y1AZ |          | Job  |            |        |
| NET AMT        |  |          |      |            |        |

| ITEM NO        | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 0007<br>OPTION | Upgrade Aggregate roads<br>FFP<br>Additional cost to upgrade all Aggregate roads within 'BASIC ITEMS' to concrete roads. (MILCON funded)<br>FOB: Destination<br>PSC CD: Y1AZ |          | Job  |            |        |
| NET AMT        |  |          |      |            |        |

| ITEM NO        | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 0008<br>OPTION | Install Aggregate Turn-Around Drive<br>FFP<br>Entire work complete to install Aggregate Turn-Around Drive.<br>(MILCON funded) |          | Job  |            |        |
|                | FOB: Destination<br>PSC CD: Y1AZ  |          |      |            |        |

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NET AMT

NOTES:

1. See 00 21 00, INSTRUCTIONS TO OFFERORS (RFP) for evaluation of options. The Government reserves the right to exercise Option Item No. 0003 & 0004 within 365 calendar days and Option Items No. 0005, 0006, 0007 & 0008 within 90 calendar days after issuance of Notice to Proceed. Abbreviations: Operations & Maintenance (O&M), 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. In case of variation between the Job (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 amounts, should state the application of the adjustment to each respective lump sum price and unit price affected.
4. The Offeror shall propose a total integrated contract duration in number of calendar days after the Notice to Proceed (NTP) is received by the Contractor. The total number of proposed calendar days for construction through completion, ready for turnover should not exceed the benchmark duration of 548 calendar days. The proposed duration shall become the required contract duration. The Government may issue the NTP via e-mail or Facsimile (FAX) or by other means. Day number 1 is the day after the date of receipt of the NTP. See Section 00 73 00, paragraph 1.1: COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK.
5. Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available.

00 21 00

INSTRUCTIONS TO OFFERORS (RFP)

1. SOLICITATION RESTRICTIONS

1.1. GENERAL CONTRACTOR

This solicitation is Restricted Small Businesses Only.

1.2. ESTIMATED CONSTRUCTION COST

The estimated construction cost of this project is between \$10,000,000 and \$25,000,000.

1.3. SUBMISSION DEADLINE

Contractors shall submit their proposals via email to the instructions in Section 00 22 00 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.

Offerors shall use the following example for file descriptions:

Volume 1, Technical and Past Performance Information. Proposal, shall be submitted as the following separate files:

W9128F23R0016\_FIRMNAME\_REQD\_DOCS  
W9128F23R0016\_FIRMNAME\_FACTORS1\_thru\_3

Volume II, Price Proposal, Price Information, and Representations, Certifications, and Other Statements of Offerors shall be submitted as the following separate files:

**1. W9128F23R0016\_FIRMNAME\_REQD\_DOCS**  
**W9128F23R0016\_FIRMNAME\_PRICE**

(Note: Company name may be abbreviated)

Proposal Format: Reference Section 00 22 00 EVALUATION CRITERIA for page limitations and format.

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.

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](mailto: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/> 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: W9128F23R0016  
The Bidder Inquiry Key is: **E2TX8F-NQ6NJQ**

#### 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. 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 Fire Station Support Facility at Fort Carson, CO. 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 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](http://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).

|              |  |          |
|--------------|--|----------|
| 52.204-6     | Unique Entity Identifier   | OCT 2016 |
| 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 |
| 52.215-20    | Requirements for Certified Cost or Pricing Data and Data<br>Other Than Certified Cost or Pricing Data                  | NOV 2021 |
| 52.215-21    | Requirements for Certified Cost or Pricing Data and Data<br>Other Than Certified Cost or Pricing Data -- Modifications | NOV 2021 |
| 52.219-6     | Notice Of Total Small Business Set-Aside   | NOV 2020 |
| 52.222-5     | Construction Wage Rate Requirements--Secondary Site of the<br>Work   | MAY 2014 |
| 52.222-24    | Preaward On-Site Equal Opportunity Compliance Evaluation   | FEB 1999 |
| 52.222-56    | Certification Regarding Trafficking in Persons Compliance<br>Plan.   | OCT 2020 |
| 52.225-12    | Notice of Buy American Requirement - Construction<br>Materials Under Trade Agreements                                  | MAY 2014 |
| 52.233-3     | Protest After Award  | AUG 1996 |
| 52.236-7     | Permits and Responsibilities   | NOV 1991 |
| 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<br>Other Than Certified Cost or Pricing Data                  | JUL 2019 |
| 252.215-7013 | Supplies and Services Provided by Nontraditional Defense<br>Contractors.   | JAN 2018 |
| 252.236-7001 | Contract Drawings, and Specifications  | AUG 2000 |

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Priced (FFP)** contract resulting from this solicitation.

(End of provision)

##### 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

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

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

(End of provision)

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

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

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Fort Carson Resident Office North, Building 1219

Address: 1626 Evans St, Fort Carson, Colorado

Telephone:

(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/>

<http://www.acq.osd.mil/dpap/>

(End of provision)

#### 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

**Per future 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 **DFAR** (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](http://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

SECTION 00 22 00

SECTION 00 22 00

Basis of Award, Instruction to Offeror, and Evaluation Criteria

GENERAL SCOPE OF WORK

This subjective tradeoff solicitation for the construction of the Fire Station Support Facility at Fort Carson, Colorado. The selected contractor will deliver this project using a One Step Design-Bid-Build (DBB) project delivery method. This requires the contractor to provide the government with a complete facility and warranty based on the solicitation requirements and subsequent contract award documents.

The estimated construction cost of this project is between \$10,000,000 and \$25,000,000.

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 \$45M.

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

BASIS OF AWARD

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 three (3) evaluation factors: The Government will evaluate proposals in accordance with the criteria described within the solicitation and intends award a firm-fixed-price contract to the responsible Offeror whose proposal is determined to represent the best value to the Government as described in FAR 15.101-1.

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

DEBRIEFING OFFERORS

Offerors may request a debriefing in accordance with FAR 15.505 Pre-award Debriefing of offerors or FAR 15.506 Post-award Debriefing of Offerors.

SUBMISSION REQUIREMENTS

VOL 1, TAB A: PAST PERFORMANCE AND EXPERIENCE

Submission Requirements: Page limitations: no more than a one (1) page narrative per project; no more than one (1) page per project to present photographs or images (no text other than an image title shall be included on that page); and no page limitations on official past performance records such as PPQs and/or CPARS; and no more than a one (1) page narrative to describe any past teaming experience between current team members as it relates to any or all submitted projects.

**CONSTRUCTION PROJECT EXAMPLES:** The Offeror should submit three (3) projects similar in project size, scope, and complexity to this project that were performed by the Prime Offeror. All project examples shall demonstrate experience on similar building and site improvement projects of \$10M or greater value. Projects whose contract award was less than \$10M shall not be considered for evaluation. In addition to the three (3) project examples, the Offeror may submit a one (1) page narrative to describe any past teaming experience between current team members as it relates to any or all submitted project examples. Any information presented beyond any of the page limits will not be evaluated.

Additionally, at least one (1) project submitted shall demonstrate experience constructing a new facility of at least 10,000 square feet.

Each project example submitted shall meet the following criteria:

1. The project 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.
2. The project shall be complete within seven (7) years from the date the offers are due.

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 W9128F23R0016 and has signed the SF 1442 for W9128F23R0016.  | 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 W9128F23R0016 and has signed the SF 1442 for W9128F23R0016.  | 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 W9128F23R0016 and has signed the SF 1442 for W9128F23R0016.   | Yes  |
| 4 | Past Project was awarded to Company "AY," a JV composed of Company A (not Prime Offeror for RFP W9128F23R0016) 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 W9128F23R0016.                             | Yes  |
| 5 | Company Y has formed a JV with Company Z (forming Company "YZ"). Company YZ is proposing as a Prime Contractor for W9128F23R0016 and has signed the SF 1442 for W9128F23R0016. 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 W9128F23R0016 and has signed the SF 1442 for W9128F23R0016. Company X will use Company R as a teaming member/sub-contractor but Company R is not part of a JV with Company X for W9128F23R0016. 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 W9128F23R0016 and has signed the SF 1442 for W9128F23R0016. Company YZ will use Company R as a teaming member/sub-contractor but Company R is not part of the JV. The past project was awarded to Company R as a Prime Contractor (singly or as a member of a JV), but not to Companies Y or Z (singly or as a member of a JV). | No |

Project information 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;

- a. Original contract award amount and final construction cost;
- b. Location of project;
- c. Original contract completion date and actual completion date (Month/Year);
- d. Identify if the project was a construction project or a design-build project;
- e. Percentage (%) performed by the Prime Offeror; and
- f. Percentage (%) and type of work subcontracted out.
- g. CPARS record or a complete PPQ shall be submitted for each project submitted under this factor.

Do not include extraneous information that is not requested.

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)/DUNS numbers of team members (partnership, Joint Venture, teaming arrangement, or parent firm/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), Supplier Performance Risk System (SPRS), and any other known sources not provided by the Offeror.

If subcontractor experience is submitted for consideration as part of the proposal, the offeror should include a commitment signed by offeror and subcontractor certifying that if a contract is awarded resulting from the proposal, the parties commit to joint performance as proposed. If the signed commitment is not fully executed by both parties and provided with the Past Performance Proposal, subcontractor references will not be evaluated or considered.

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

past performance information required in this solicitation shall be provided by the Offeror. Proposals that do not contain the information requested risk rejection or less favorable performance rating by the Government.

#### VOL I, TAB B: PROJECT MANAGEMENT PLAN, TECHNICAL APPROACH, AND SUMMARY SCHEDULE

Submission Requirements: The page limit for this factor is fifteen (15) pages total including organizational approach, technical approach, proposed duration, and schedule.

**Project Management Plan.** 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.** List and describe key subcontractors, their roles and responsibilities, how they will be utilized, and any contractual arrangements that have been established to this point. Clearly describe any teaming or joint venture arrangements, including a clear description of each entities' roles and responsibilities on the project. Identify the work (including %) which will be self-performed by the Prime Contractor. 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 and the authorities and the delegations of authority within the team will be managed. 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 (see specification 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS and 01 45 00.00 10 QUALITY CONTROL).

**Technical Approach for Construction.** Describe the technical approach to construction of the facility. Include any considerations to the project which will increase efficiencies in the schedule or increased quality. This approach should also include site security and access management procedures.

**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.** Provide a schedule on your plan to complete all work based on an arbitrary estimated, non-binding, Notice to Proceed date of 21 June 2023. Provide a summary schedule or diagrams separately in an appendix to the TAB. Clearly label the summary schedule under the TAB. This summary schedule will, after contract award, be replaced with a project schedule as required by Section 01 32 01.00 10: Project Schedule. The schedules shall be task oriented, indicating the number of calendar days, after notice to proceed, by which milestones are to be achieved. Schedules shall be graphically represented. The proposed project schedule shall reflect the proposed contract duration. Give attention to the following features:

1. Show the overall construction phase for the facility, the sitework and the utilities. Include any long lead items and any fast-tracking starts. It isn't necessary to show the detailed breakdown construction by trades.
2. Show schedule line items for environmental permits, notifications, and utility connection permits.
3. 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.

4. Show as-built submissions (See section 01 78 39.00 24 AS-BUILT DRAWINGS).

5. 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, or weather). Indicate the anticipated overall critical path on the schedule.

**VOL I, TAB C: KEY PERSONNEL**

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

Submit resumes for the following key personnel. If more than two (2) pages are submitted per resume, only the first two (2) 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 five (5) or more years of experience as a project manager, managing similar projects to this solicitation.
- Contractor Quality Control (CQC) System Manager(s)**: CQC System Manager should have five (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 five (5) years' experience as superintendent managing multiple trades and subcontractors.

Each resume should include the following information:

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

**RELATIVE IMPORTANCE OF EVALUATION FACTORS**

Relative Importance Factors- All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The individual factors' relative importance is Factor 1 is the most important factor, Factor 2 is the second most important factor, and Factor 3 is the third most important factor.

Basis for Award –The requirements specified in the solicitation are considered minimum requirements. A more favorable evaluation rating may be given for exceeding the minimum requirements. See table below for relative importance (in descending order) of selection factors.

Table 1: Evaluation Factors

| Location     | Description  | Descending Order of Importance        |
|--------------|--|---------------------------------------|
| Vol I, Tab A | Factor 1 – Past Performance and Experience                                   | 1 <sup>st</sup> Most Important Factor |
| Vol I, Tab B | Factor 2 – Project Management Plan, Technical Approach, and Summary Schedule | 2 <sup>nd</sup> Most Important Factor |
| Vol I, Tab C | Factor 3 – Key Personnel   | 3 <sup>rd</sup> Most Important Factor |

Table 2: Volume II Required Submittal Item

| Location      | Description   | Descending Order of Importance  |
|---------------|---|---|
| Vol. II TAB A | SF1442 and Acknowledgement of Amendments              | Not Rated   |
| Vol. II TAB B | Representations & Certifications                      | Not Rated   |
| Vol. II TAB C | Joint Venture or Teaming Arrangement (if applicable). | Not Rated   |
| Vol. II TAB D | Factor 4– Pricing Schedule                            | All evaluation factors other than cost or price, when combined, are approximately equal to cost or price. |
| Vol. II TAB E | Evidence of Bondability                               | Not Rated   |

#### FACTOR 1 – VOL I, TAB A - PAST PERFORMANCE AND EXPERIENCE EVALUATION

The Past Performance and Experience evaluation results in an assessment of the Offeror's probability of meeting the solicitation requirements. The past performance evaluations result in one overall confidence rating, considering the three elements of past performance: recency, relevancy, and quality. The past performance evaluation considers each offeror's demonstrated recent and relevant record of performance in construction activities that are needed to meet the contract's requirements. The Past Performance factor submission requirements and the method that the Government will use to evaluate the Offeror's past performance is detailed in Factor 1 -Past Performance description below.

There are three (3) aspects to the past performance evaluation: recency, relevancy (including context of data), and quality (including general trends in contractor performance and source of information). While relevancy is also evaluated individually, all past performance aspects will be used to develop an overall confidence assessment rating for the Past Performance factor.

The Government's overall confidence level for this factor will be based on the Offeror's Past Performance to include recency, relevancy, 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 regarding past performance, the SSEB may recommend and 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.

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. The Government will consider projects that are complete within six (6) years from the date the offers are due.

**Relevance** - The second aspect of the Past Performance evaluation is to determine how relevant previous experience accomplished by the Offeror is to the anticipated work to be accomplished under this project scope. With respect to relevancy, more relevant Past Performance will typically be a stronger predictor of future success and have more influence on the Past Performance confidence assessment. Relevancy is not a separate proposal rating but is used to develop an overall Past Performance Confidence Assessment. The four levels of relevancy definitions are:

Table 3: Specialize Experience Adjectival Rating

| Adjectival Rating | Description   |
|-------------------|---|
| 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. |

**Contractor Performance.** The third aspect of the past performance evaluation is to establish the overall quality of the offeror's past performance. 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.

The Government will review all past performance information submitted. The past performance information required in this solicitation shall be provided by the Offeror. Past performance information may also be obtained from questionnaires. At the Government's discretion, past performance information shall be obtained from any other sources available to the Government, to include, but not limited to, the Contractors Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), Supplier Performance Risk System (SPRS), or other databases; interviews with Program Managers, Contracting Officers, and Fee Determining Officials; and the Defense Contract Management Agency for recency, relevance and quality.

Table 4: Past Performance Adjectival Rating

| Adjectival Rating       | Description  |
|-------------------------|--|
| 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. |

Performance Confidence Assessment. The Government will assign a final Performance Confidence Assessment for this factor based on the evaluation of recent and relevant past performance information and the quality of past performance on prior contract efforts. The Government will review all past performance information collected and determine the quality of the offeror's performance, general trends, and usefulness of the information and incorporate these into the performance confidence assessment. In conducting a performance confidence assessment, each offeror shall be assigned one of the ratings using the terms below:

The Government will evaluate the relative merits of each Offeror's past performance by following the recency, relevancy, and confidence assessment procedures. The evaluation of past performance will examine how well Offerors have performed on recent and relevant projects considering such criteria as but not limited to: comparison of past experience to requirements contemplated under this scope; frequency of performance of similar projects; length of work history; performance metrics and trends; customer satisfaction; performance evaluation ratings; cost growth and adherence to budget; time growth, timeliness, adherence to schedule; quality, quality control, management of personnel and subcontractors, compliance with safety standards/safety plan, regulatory compliance, overall customer satisfaction, and responsiveness to customer concerns.

Projects submitted without qualifying past performance data to support them may be considered for relevancy; however, the lack of qualifying performance data may have a significant negative impact on the confidence assessment.

If an Offeror submits no past performance evaluations and the Government is unable to locate evaluations in CPARS or other performance rating systems, a Neutral Confidence rating will be given.

The Government will consider the experience provided in the example projects when determining the relevancy of past performance data and use those submissions as a part of the confidence assessment. A lack of, or degraded, recency and relevancy may impact the confidence assessment that the Government provides.

#### FACTORS 2 & 3 -TECHNICAL RATINGS DEFINED

The evaluation ratings for the technical factors will be on an adjectival basis in conjunction with a narrative composed of the discussion of the significant strengths, strengths, significant weaknesses, weaknesses, and deficiencies of the proposal. The Source Selection Evaluation Board will use a combined technical/risk rating system that includes consideration of risk in conjunction with the significant strengths, strengths, significant weaknesses, weaknesses, and deficiencies in determining technical ratings. The combined technical/risk ratings, presented in Table 1, will be used to evaluate Factor 2, Project Management Plan, Technical Approach, and Summary Schedule, and Factor 3, Key Personnel.



Table 5: Combined Technical/Risk Ratings – Factors 2 &amp; 3

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

## Rating Definitions:

Strength – is an aspect of an offeror’s proposal 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 - 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:

Clarification - Clarifications are limited exchanges between the Government and offerors that may occur when award without discussion is contemplated.

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

Discussions - Discussions are exchanges (i.e., negotiations) in a competitive environment that are undertaken with the intent of allowing the offeror to revise its proposal. Discussions take place after establishment of the competitive range.

#### FACTOR 2 – VOL I, TAB B - PROJECT MANAGEMENT PLAN, TECHNICAL APPROACH, AND SUMMARY SCHEDULE EVALUATION

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, manage labor and other resource constraints to reduce costs and support an aggressive schedule to completion.
- Proposals with schedules that demonstrate an understanding of processes inherent to USACE/AFCEC.
- 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 demonstrate a very clear understanding of the project's risks and how to best mitigate them.
- Self-performance of major construction tasks by the Prime Contractor.
- Any other aspect of a proposal that the evaluators and/or the SSA believe enhances the merit of the proposal or increases the probability of successful performance of the contract.

Weaknesses may be given for each of the following criteria:

- A risk assessment that does not provide specific risks to this project and a demonstration of how to mitigate those risks.
- A proposed schedule whose duration is greater than that stated in the subject solicitation, without relevant discussion for exceeding duration.
- A proposed schedule which does not address the five (5) features as described under Section 00 21 00 Paragraph Summary Schedule (1) through (5).
- Any other aspect of a proposal that the Government identifies as a flaw that may increase cost or 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.

### FACTOR 3 – VOL I, TAB C - KEY PERSONNEL EVALUATION

Strengths may be given for each the following criteria:

- Key personnel that demonstrate experience that is 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 who also worked on the projects presented in Factor 1.

Weaknesses may be given for each of the following criteria:

- Resumes that do not clearly demonstrate the relevant capabilities and experience of the proposed key personnel.
- One (1) or more personnel with a preponderance of past projects that do not exhibit experience with projects of similar scope, magnitude, or complexity to the proposed project.
- Any other aspect 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 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.

#### FACTOR 4 – VOL II, TAB D – PRICING SCHEDULE

The contract will be a Firm Fixed Priced (FFP) contract. The Government will evaluate price reasonableness for the fixed priced effort. The total evaluated price will be the summation of CLIN prices (to include option CLINs) proposed by the Offeror in the CLIN Pricing Schedule (refer to Section 00 10 00). The total evaluated price will be the price used for purposes of conducted the best-value tradeoff analysis. The base and all options, if any, shall be included in the price evaluation. The total evaluated price will not be scored or rated.

The Request for Proposal (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. All offers shall be analyzed to determine if the prices are unbalanced. Unbalanced pricing exists where the prices of one or more-line items are significantly overstated or understated, despite an acceptable total evaluated price and as indicated by the application of cost or price analysis techniques. The CLIN prices will be analyzed to determine if the prices are unbalanced in accordance with FAR 15.404-1(g). Price reasonableness will be determined by using proposal price analysis techniques as detailed in FAR 15. Price analysis of the individual proposed CLIN prices will be performed using one or more of the techniques described in FAR 15.404-1(b). Cost analysis techniques described in FAR 15.404-1(c) may also be used to evaluate data other than certified cost or pricing data to determine cost reasonableness when a fair and reasonable price cannot be determined through price analysis alone. Through these techniques, the Government will determine whether the CLIN prices proposed by the Offeror are reasonable. Because the price evaluation will represent a portion of the total evaluation, it is possible that an Offeror will not be selected for award for proposing unreasonable prices.

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.

#### VOLUME II

Volume II consists 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.

Offerors shall include a cover sheet in Volume II as required by FAR 52.215-1 (c) and (2). The cover sheet must provide the following information:

- Solicitation Number.
- Name, address, telephone, and electronic email address.
- 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)
- Names, title, telephone number, and electronic email address of person(s) authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation.
- Name, title, and signature of person authorized to sign the proposal and any contract that may result from that proposal.
- 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:

VOL II, TAB A. Standard Form (SF1442), and Acknowledgement of Amendments. The offeror must complete and execute the SF1442 with an original signature by an official authorized to bind the company in accordance with requirements in FAR 4.102. Include with the offeror's name and address in BLOCK 14 of the SF1442, the offeror's Unique Entity Identifier (UEI), 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.

#### VOL II, TAB B: REPRESENTATIONS & CERTIFICATIONS

Offerors shall present their completed electronic Representation and Certifications from the SAM.gov website. If the offeror's representations and certifications are not current in the System for Award Management (Sam.gov), then the offeror must include Section 00 45 00, Certifications/Representations including the Representation & Certifications cover page in their proposal.

#### VOL II, TAB C: JOINT VENTURE (JV) or TEAMING ARRANGEMENTS (if applicable)

##### Integrity and Validity of All Contractor Team Arrangements

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

- a. Require consent to subcontracts (see FAR Subpart 44.2).
- b. Determine, based on the stated contractor team arrangement, the responsibilities of the Prime Contractor (see FAR Subpart 9.1).
- c. Provide to the Prime Contractor data rights owned or controlled by the Government.

- d. Pursue its policies on competitive contracting, subcontracting, and component breakout initial production or an any other time.
- e. Hold the Prime Contractor fully responsible for contract performance, regardless of team arrangement between the Prime Contractor and its subcontractors.

#### Verification of Eligibility of Small Business Joint Ventures

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.

#### 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 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 with 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.

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.

A copy of the Joint Venture/Mentor-Protégé agreement.

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).

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.

Teaming Arrangements OTHER than joint venture or mentor/protégé:

All offerors that have a teaming arrangement, other than JV or mentor/protégé shall submit the following information in the Required Documents file:

A listing of each team arrangement member's corporate name (no abbreviations), address, point of contact, phone number, UEI Number, and Cage Code.

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:

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).

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

**VOL II, TAB D – PRICING SCHEDULE**

The 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 (3) working days after the proposal submission due date.

**VOL II, TAB E – EVIDENCE OF BONDABILITY**

Bond Ability: In accordance with FAR Clause 52.228-15 PERFORMANCE AND PAYMENT BONDS, the following information should be submitted with each proposal. No formal bond is requested at this time. Submission of this information will expedite the award process:

(1) Financial:

Name, address, and e-mail address of Financial Institution.

Name and phone number of financial individual (primary and alternate) to be contacted.

(2) Bonding Information for the Prime:

Provide the name, address, regular phone number, and e-mail address of the Offeror's Surety Company.

(3) Small Business Information.

Please Note: The Government will not pay for the provision of any information nor compensate any Offeror for the development of the required information outlined in the solicitation required for inclusion in the Offeror's proposal.



NOTE: NAVFAC/USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR 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 OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USACE. PLEASE CONTACT THE OFFEROR 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.

|   |     |    |    |   |   |   |
|---|-----|----|----|---|---|---|
| <b>1. QUALITY:</b>  |     |    |    |   |   |   |
| 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 |
| <b>2. SCHEDULE/TIMELINESS OF PERFORMANCE:</b>   |     |    |    |   |   |   |
| 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 |
| <b>3. CUSTOMER SATISFACTION:</b>  |     |    |    |   |   |   |
| 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 |
| <b>4. MANAGEMENT/ PERSONNEL/LABOR</b>   |     |    |    |   |   |   |
| 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 |
| <b>5. COST/FINANCIAL MANAGEMENT</b>   |     |    |    |   |   |   |
| 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 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) | E   | VG | S  | M | U | N |
| 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 |
| <b>6. SAFETY/SECURITY</b>   |     |    |    |   |   |   |    |
| 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 |    |
| <b>7. GENERAL</b>   |     |    |    |   |   |   |    |
| a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer 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 |    |
| c) Would you hire or work with this firm again? ( <i>If no, please explain below</i> )  | Yes |    | No |   |   |   |    |
| 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

52.217-5

Evaluation Of Options

JUL 1990

## Section 00 45 00 - Representations and Certifications

## CLAUSES INCORPORATED BY REFERENCE

|              |  |          |
|--------------|--|----------|
| 52.209-7     | Information Regarding Responsibility Matters   | OCT 2018 |
| 52.209-13    | Violation of Arms Control Treaties or Agreements -- Certification  | NOV 2021 |
| 52.209-14    | 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 |
| 252.204-7007 | Alternate A, Annual Representations and Certifications   | MAY 2021 |
| 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 (MAY 2022)

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

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

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

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

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

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

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

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may

choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.
- (D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

| FAR Clause | Title | Date  | Change |
|------------|-------|-------|--------|
| -----      | ----- | ----- | -----  |

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)

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

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

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

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

(i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

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

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

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

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

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

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

| FAR/DFARS provision No. | Title | Date | Change |
|-------------------------|-------|------|--------|
|                         |       |      |        |

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

(End of provision)

## Section 00 72 00 - General Conditions

## CLAUSES INCORPORATED BY REFERENCE

|                 |   |          |
|-----------------|---|----------|
| 52.202-1        | Definitions   | JUN 2020 |
| 52.203-3        | Gratuities  | APR 1984 |
| 52.203-5        | Covenant Against Contingent Fees  | MAY 2014 |
| 52.203-6        | Restrictions On Subcontractor Sales To The Government   | JUN 2020 |
| 52.203-7        | Anti-Kickback Procedures  | JUN 2020 |
| 52.203-8        | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity  | MAY 2014 |
| 52.203-10       | Price Or Fee Adjustment For Illegal Or Improper Activity  | MAY 2014 |
| 52.203-12       | Limitation On Payments To Influence Certain Federal Transactions  | JUN 2020 |
| 52.203-13       | Contractor Code of Business Ethics and Conduct  | NOV 2021 |
| 52.203-17       | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights                              | JUN 2020 |
| 52.203-19       | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements  | JAN 2017 |
| 52.204-4        | 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 |
| 52.204-12       | Unique Entity Identifier Maintenance  | OCT 2016 |
| 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 | NOV 2021 |
| 52.204-25       | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment                            | NOV 2021 |
| 52.209-6        | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment          | NOV 2021 |
| 52.209-9        | Updates of Publicly Available Information Regarding Responsibility Matters  | OCT 2018 |
| 52.209-10       | Prohibition on Contracting With Inverted Domestic Corporations  | NOV 2015 |
| 52.210-1        | Market Research   | NOV 2021 |
| 52.211-13       | Time Extensions   | SEP 2000 |
| 52.211-18       | 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 |

|           |  |          |
|-----------|--|----------|
| 52.215-19 | Notification of Ownership Changes  | OCT 1997 |
| 52.215-21 | Requirements for Certified Cost or Pricing Data and Data<br>Other Than Certified Cost or Pricing Data -- Modifications | NOV 2021 |
| 52.215-23 | Limitations on Pass-Through Charges  | JUN 2020 |
| 52.219-6  | Notice Of Total Small Business Set-Aside   | NOV 2020 |
| 52.219-8  | Utilization of Small Business Concerns   | OCT 2018 |
| 52.219-28 | Post-Award Small Business Program Rerepresentation   | OCT 2022 |
| 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<br>Compensation  | MAY 2018 |
| 52.222-5  | Construction Wage Rate Requirements--Secondary Site of the<br>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<br>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<br>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<br>Relations Act  | DEC 2010 |
| 52.222-50 | Combating Trafficking in Persons   | NOV 2021 |
| 52.222-54 | Employment Eligibility Verification  | MAY 2022 |
| 52.222-55 | Minimum Wages for Contractor Workers Under Executive<br>Order 14026  | JAN 2022 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706  | JAN 2022 |
| 52.223-2  | Affirmative Procurement of Biobased Products Under Service<br>and Construction Contracts                               | SEP 2013 |
| 52.223-5  | Pollution Prevention and Right-to-Know Information   | MAY 2011 |
| 52.223-6  | Drug-Free Workplace  | MAY 2001 |
| 52.223-11 | Ozone-Depleting Substances and High Global Warming<br>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<br>and Construction Contracts                               | AUG 2018 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging<br>While Driving   | JUN 2020 |
| 52.223-20 | Aerosols   | JUN 2016 |
| 52.223-21 | Foams  | JUN 2016 |
| 52.225-9  | Buy American--Construction Materials   | OCT 2022 |
| 52.225-12 | Notice of Buy American Requirement - Construction<br>Materials Under Trade Agreements                                  | MAY 2014 |
| 52.225-13 | Restrictions on Certain Foreign Purchases  | FEB 2021 |

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|-----------------|---|----------|
| 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 2020-00016)                            | FEB 2021 |
| 52.228-12       | Prospective Subcontractor Requests for Bonds  | MAY 2014 |
| 52.228-14       | Irrevocable Letter of Credit  | NOV 2014 |
| 52.228-15 (Dev) | Performance and Payment Bonds-Construction (DEVIATION 2020-00016)                     | APR 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 |
| 52.232-16       | Progress Payments   | NOV 2021 |
| 52.232-17       | Interest  | MAY 2014 |
| 52.232-23       | Assignment Of Claims  | MAY 2014 |
| 52.232-27       | Prompt Payment for Construction Contracts   | JAN 2017 |
| 52.232-33       | Payment by Electronic Funds Transfer--System for Award Management                     | OCT 2018 |
| 52.232-39       | Unenforceability of Unauthorized Obligations  | JUN 2013 |
| 52.232-40       | Providing Accelerated Payments to Small Business Subcontractors                       | NOV 2021 |
| 52.233-1        | Disputes  | MAY 2014 |
| 52.233-4        | Applicable Law for Breach of Contract Claim   | OCT 2004 |
| 52.236-2        | Differing Site Conditions   | APR 1984 |
| 52.236-3        | Site Investigation and Conditions Affecting the Work                                  | APR 1984 |
| 52.236-5        | Material and Workmanship  | APR 1984 |
| 52.236-6        | Superintendence by the Contractor   | APR 1984 |
| 52.236-7        | Permits and Responsibilities  | NOV 1991 |
| 52.236-8        | Other Contracts   | APR 1984 |
| 52.236-9        | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | APR 1984 |
| 52.236-10       | Operations and Storage Areas  | APR 1984 |
| 52.236-11       | Use and Possession Prior to Completion  | APR 1984 |
| 52.236-12       | Cleaning Up   | APR 1984 |
| 52.236-13       | Accident Prevention   | NOV 1991 |
| 52.236-14       | Availability and Use of Utility Services  | APR 1984 |
| 52.236-15       | Schedules for Construction Contracts  | APR 1984 |
| 52.236-17       | Layout of Work  | APR 1984 |
| 52.236-21       | Specifications and Drawings for Construction  | FEB 1997 |
| 52.236-23       | 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 |
| 52.244-2        | Subcontracts  | JUN 2020 |

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|----------------|--|----------|
| 52.244-6       | Subcontracts for Commercial Products and Commercial Services   | OCT 2022 |
| 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  | MAR 2022 |
| 252.204-7022   | Expediting Contract Closeout   | MAY 2021 |
| 252.205-7000   | Provision Of Information To Cooperative Agreement Holders  | DEC 1991 |
| 252.209-7004   | Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism | MAY 2019 |
| 252.215-7002   | Cost Estimating System Requirements  | DEC 2012 |
| 252.215-7016   | Notification to Offerors--Postaward Debriefings  | MAR 2022 |
| 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  | APR 2022 |
| 252.225-7048   | Export-Controlled Items  | JUN 2013 |
| 252.226-7001   | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns     | APR 2019 |
| 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 |

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|--------------------|--|----------|
| 252.231-7000       | Supplemental Cost Principles   | DEC 1991 |
| 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 |
| 252.236-7001       | Contract Drawings, and Specifications  | AUG 2000 |
| 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 **ten (10)** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **548 days after 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 **\$1,310.00** 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 time specified in Section 00 10 00, CLIN Pricing Notes.** Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

## 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(b) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes.

\_\_\_ Offeror elects to waive the evaluation preference.

(c) Joint venture. A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of clause)

## 52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022)

(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 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;

(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--

[Contracting Officer check as appropriate.]

**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.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (OCT 2022)

(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 – [Contracting Officer check as appropriate.]
    - By the end of the base term of the contract and then by the end of each subsequent option period; or
    - 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.
  - (1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.
  - (2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

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

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

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

## Small business concern--

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

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

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

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

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

## (3) For long-term contracts--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Goals for minority participation for each trade | Goals for female participation for each trade |
|---|---|
| 10.9%   | 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 **Colorado Springs, CO, SMSA-1720, of which El Paso 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)

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

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

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

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

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

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

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

(End of clause)

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

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

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

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

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

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

(b) Weather conditions . . . . . (insert a summary of weather records and warnings).

(c) Transportation facilities . . . . . (insert a summary of transportation facilities providing access from the site, including information about their availability and limitations.

(d) . . . . . (insert other pertinent information).

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

252.225-7045 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL UNDER TRADE AGREEMENTS--BASIC (JUN 2022)

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

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

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

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

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

(i) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

(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 section 3 of the Shipping Act of 1984 (46 U.S.C. 40102), such as agricultural products and petroleum products.

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

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site 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 end product (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--

(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 (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu" (Chinese Taipei)), Ukraine, or the United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, 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, a Free Trade Agreement 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 iron and steel not produced in the United States (excluding fasteners) as estimated in good faith by the contractor, constitutes less than 5 percent of the cost of all the components used in such construction material (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives). The cost of iron and steel not produced in the United States includes but is not limited to the cost of iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings, not produced in the United States, utilized in the manufacture of the construction material and a good faith estimate of the cost of all iron or steel components not produced in the United States, 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" in this clause.

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

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement 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 Free Trade Agreement country into a new and different construction material distinct from the material 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) This clause implements the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements apply to this acquisition. Therefore, the Balance of Payments Program restrictions are waived for designated country construction materials.

(c) The Contractor shall use only domestic or designated country construction material in performing this contract, except for--

(1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation;

(2) Information technology that is a commercial item; or

(3) The construction material or components listed by the Government as follows:

**NONE**

(End of clause)

(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\_CO20230022\_BUILDING**

"General Decision Number: CO20230022 01/13/2023

Superseded General Decision Number: CO20220022

State: Colorado

Construction Type: Building

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

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

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

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

ASBE0028-002 03/01/2022

|   | Rates    | Fringes |
|---|----------|---------|
| ASBESTOS WORKER/HEAT & FROST<br>INSULATOR - MECHANICAL (Duct,<br>Pipe & Mechanical System<br>Insulation)..... | \$ 32.98 | 15.47   |

ELEC0113-005 06/01/2022

|   | Rates    | Fringes |
|---|----------|---------|
| ELECTRICIAN (Includes Low<br>Voltage Wiring)..... | \$ 34.90 | 17.25   |

\* ELEV0025-001 01/01/2023

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 51.94 | 37.335  |

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

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 ENGI0009-017 05/01/2021

|                                     | Rates    | Fringes |
|-------------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR<br>(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   |

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 IRON0024-009 12/01/2022

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 31.00 | 24.59   |

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 IRON0024-011 12/01/2022

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 31.00 | 24.59   |

-----  
 PAIN0079-009 08/01/2022

|                      | Rates    | Fringes |
|----------------------|----------|---------|
| PAINTER (Spray)..... | \$ 25.11 | 10.95   |

-----  
 PLAS0577-002 05/01/2020

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 29.00 | 12.95   |

-----  
 PLUM0058-003 07/01/2022

|  | Rates    | Fringes |
|--|----------|---------|
| PLUMBER (Excludes HVAC Duct,<br>Pipe and Unit Installation)..... | \$ 37.70 | 16.69   |

-----  
 PLUM0058-004 07/01/2022

|  | Rates | Fringes |
|--|-------|---------|
| PIPEFITTER, Includes HVAC<br>Pipe Installation (Excludes<br>HVAC Duct and Unit |       |         |

Installation).....\$ 37.70 16.69  
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\* SFCO0669-002 01/01/2023

|   | Rates    | Fringes |
|---|----------|---------|
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 41.46 | 26.40   |

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SHEE0009-009 07/01/2022

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

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\* SUCO2013-008 07/31/2015

|   | Rates       | Fringes |
|---|-------------|---------|
| BRICKLAYER.....                                       | \$ 21.96    | 0.00    |
| CARPENTER.....  | \$ 22.63    | 6.98    |
| LABORER: Common or General.....                       | \$ 13.40 ** | 1.40    |
| 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.....             | \$ 20.26    | 8.62    |
| OPERATOR: Bobcat/Skid Steer/Skid Loader.....          | \$ 18.58    | 2.42    |
| OPERATOR: Grader/Blade.....                           | \$ 21.50    | 0.00    |
| PAINTER (Brush and Roller).....                       | \$ 17.20    | 0.00    |
| ROOFER.....   | \$ 16.71    | 0.00    |
| SHEET METAL WORKER (HVAC Unit Installation Only)..... | \$ 24.00    | 2.18    |
| TRUCK DRIVER: Dump Truck.....                         | \$ 17.34    | 0.00    |

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

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

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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

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

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

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

=====

END OF GENERAL DECISIO"

DBWD\_CO20230002\_HEAVY

"General Decision Number: CO20230002 01/06/2023

Superseded General Decision Number: CO20220002

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

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

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

Modification Number            Publication Date  
    0    01/06/2023

ASBE0028-001 03/01/2022

|   | Rates    | Fringes |
|---|----------|---------|
| Asbestos Workers/Insulator<br>(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<br>under 40 cubic yards.....   | \$ 31.20 | 12.35 |
| Scraper: Single bowl,<br>including pups 40 cubic<br>yards and over and tandem<br>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 06/01/2022

ADAMS, 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    |

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

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 \*\* Workers in this classification may be entitled to a higher  
 minimum wage under Executive Order 14026 (\$16.20) or 13658

(\$12.15). Please see the Note at the top of the wage determination for more information.

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations

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

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

Wage and Hour Administrator  
U.S. Department of Labor  
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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.

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Administrative Review Board  
U.S. Department of Labor  
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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 /<br>CAGE |
|------|---------------|----------|-----------------|------------------|
| 0001 | N/A           | N/A      | N/A             | N/A              |
| 0002 | N/A           | N/A      | N/A             | N/A              |
| 0003 | N/A           | N/A      | N/A             | N/A              |
| 0004 | N/A           | N/A      | N/A             | N/A              |
| 0005 | N/A           | N/A      | N/A             | N/A              |
| 0006 | N/A           | N/A      | N/A             | N/A              |
| 0007 | N/A           | N/A      | N/A             | N/A              |
| 0008 | N/A           | N/A      | N/A             | N/A              |

## CLAUSES INCORPORATED BY FULL TEXT

**Antiterrorism (AT)/Operations Security (OPSEC) Provisions**

**1. AT Level I Training.** All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, controlled access areas, or require network access, shall complete AT Level I awareness

training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Upon request, the contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website: <http://jko.jten.mil/courses/at11/launch.html>; or it can be provided by the RA ATO in presentation form which will be documented via memorandum.

**2. Access and General Protection/Security Policy and Procedures.** All contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements ([FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel](#)) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.

**2a. For contractors requiring Common Access Card (CAC).** The contractor and all sub-contractors employees will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an interim CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

**2b. For contractors who do not require CAC, but require access to a DoD facility or installation.** Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index ([NCIC-III](#)) and Terrorist Screening Database (TSDB) ([Army Directive 2014-05 / AR 190-13](#)), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

**4. Suspicious Activity Reporting Training.** The contractor and all associated sub-contractors shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 5 calendar days after the completion of the training.

**7. For Contracts that Require OPSEC Training.** All new contractor employees will complete Level I OPSEC Training within 30 calendar days of their reporting for duty. Additionally, all contractor employees must complete annual OPSEC awareness training. The contractor shall submit certificates of completion for each affected contractor and subcontractor employee, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training. OPSEC awareness training is available at the following websites: <https://www.iad.gov/ioss/> or <http://www.cdse.edu/catalog/operations-security.html>; or it can be provided by the RA OPSEC Officer in presentation form which will be documented via memorandum.

**14. (FOR CLASSIFIED CONTRACTS ONLY) Contractor Company to obtain a Facility Clearance and individual clearances at the appropriate level.** The Prime Contractor Company must have a Facility Clearance (FCL) at the appropriate level (IAW the [NISPOM DOD 5220.22-M](#) and [AR 380-49](#)) prior to the start of the contract awarded period of performance. Contractor personnel performing work under this contract must have the required security clearance, per [AR 380-67](#), at the appropriate level at the start of the period of performance. Security Clearances and FCL requirements are required to be maintained for the life of the contract IAW the [DD Form 254](#) attached to the contract. If no FCL, the supporting Government Contracting Activity will sponsor the prime contract company in obtaining the FCL.

**15. Pre-screen candidates using E-Verify Program.** The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 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, with the designated Government representative. This Form will be provided to the Contracting Officer and shall become part of the official contract file.