

ARCHITECT-ENGINEER CONTRACT

RATING

1. SOLICITATION NO.
191BWC23R0002

2. DATE OF SOLICITATION
02/01/2023

3a. NAME OF ARCHITECT-ENGINEER

3b. TELEPHONE NO. (Include Area Code)

3c. ADDRESS OF ARCHITECT-ENGINEER (Include ZIP Code) Contact

UEI:

4. DEPARTMENT OR AGENCY AND ADDRESS (Include ZIP Code)

International Boundary and Water Commission (IBWC)
USIBWC - ACQUISITIONS DIV
4191 NORTH MESA ST
EL PASO, TX 79902-1441

4a. NAME

Philip Johnson

4b. TELEPHONE

4c. EMAIL

Philip.Johnson@ibwc.gov

5. PROJECT TITLE AND LOCATION

Architect-Engineer Services Indefinite Delivery, Indefinite Quantity (IDIQ) Contract. Projects located along the U.S./Mexico border in the United States (States of Texas, New Mexico, Arizona, and California) and the Republic of Mexico (States of Tamaulipas, Nuevo Leon, Coahuila, Chihuahua, Sonora, and Baja California). Task orders may include work to be performed within Mexico for international projects.

6. CONTRACT FOR (General description of services to be provided)

This is a firm fixed price (FFP), multiple award, indefinite delivery, indefinite quantity (IDIQ), Architect-Engineering (A-E) services solicitation. Services shall be in accordance with the Statement of Work (reference Section C).

7. CONTRACT AMOUNT (Express in words and figures)

Zero and 00/100 USD \$0.00

8. NEGOTIATION AUTHORITY

Per FAR 53.236-2(a). pending issuance of a new addition of the form, Block 8, Negotiation Authority, is deleted.

9. ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA

Total Funded Amount:\$0.00

10. The United States of America (called the Government) represented by the Contracting Officer executing this contract, and the Architect-Engineer agree to perform this contract in strict accordance with the clauses and the documents identified as follows, all of which are made a part of this contract:
See table of Contents on page 3

See Table of Contents.

If the parties to this contract are comprised of more than one legal entity, each entity shall be jointly and severally liable under this contract.
The parties hereto have executed this contract as of the date recorded in Item 2.

SIGNATURES		NAME AND TITLES (Typed)
11. ARCHITECT-ENGINEER OR OTHER PROFESSIONAL SERVICES CONTRACTOR		
A		
B		
C		
D		
12. THE UNITED STATES OF AMERICA		
		Philip Johnson
		Contracting Officer

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Line Item Summary	Solicitation Number: 191BWC23R0002	Contract Number:	Title: IDIQ A E Service 5 Years FY23		Date of Solicitation: 02/01/2023
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
001	IBWC Statement of Work Indefinite Delivery, Indefinite Quantity, (IDIQ) A E Services 1 IDIQ Contract for Vendor Selection 1900 2023 19___310690000 3092 IBWC 309298 3722 2591 Type of Contract Pricing: FFP Doc Ref No: 20232042001 Delivery Date	1.00	EA		
	FOB:				

Section E - Inspection and Acceptance

E.01 - Time Required for Inspection and Acceptance

The time required by the Government for inspection and acceptance, of each deliverable/submittal shall be in accordance with the Statement of Work and defined schedule for each Task Order. Method of preparation, to include quantity and schedule of delivery, for each deliverable/submittal shall be in accordance with the Statement of Work and defined schedule for each Task Order.

E.02 - Inspection and Acceptance

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

Section F - Deliveries or Performance

52.242-14 - Suspension of Work (Apr 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed--

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.247-34 - F.o.b. Destination (Nov 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

F.01 - Place of Performance

The required projects shall be performed along the U.S./Mexico border in the United States (States of Texas, New Mexico, Arizona, and California) and the Republic of Mexico (States of Tamaulipas, Nuevo Leon, Coahuila, Chihuahua, Sonora, and Baja California). Task orders may include work to be performed within Mexico for international projects.

F.02 - Contract Period of Performance

Five (5) year ordering period.

F.03 - Task Order Period of Performance

The period of performance for each individual Task Order shall be identified in each individual Task Order.

F.04 - Destination for F.O.B. Destination

The destination for F.O.B. Destination shall be specified in each individual Task Order.

Section G - Contract Administration Data

G.01 - Contracting Officer

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

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

The

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

G.02 - Designation of Contracting Officer/Contract Administrator

The Contracting Officer and/or Contract Administrator for this contract is:

Name: Philip Johnson

Address: International Boundary and Water Commission (IBWC)

4191 N Mesa St.

El Paso, TX 79902

Telephone: 915-832-4121

Email: Philip.Johnson@ibwc.gov

G.03 - Contracting Officer Representative (COR)

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

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

G.04 - Payments

Payment will be made against individual Task Orders and in accordance with Contract Clause 52.232-10 Payments under Fixed-Price Architect-Engineer Contracts. The invoicing schedule for each individual Task Order will be negotiated and set forth in each individual Task Order.

G.05 - Invoices

Original invoices shall be submitted to the address identified on individual Task Orders.

G.06 - Accounting and Appropriation Data

No funds are obligated by the basic contract. Funds will be obligated, as required, upon issuance of individual Task Orders.

Section H - Special Contract Requirements

H.01 - General Information

This Contract is a firm fixed price (FFP) indefinite delivery, indefinite quantity (IDIQ) multiple award contract for architect-engineering (A-E) services. Performance of services shall be made as authorized by this Contract, modifications hereto, and through execution of individual Task Orders against this Contract by the Contracting Officer.

H.02 - Government-Contractor Relationships

(a) The Government and the Contractor understand and agree that the services to be delivered under this Contract are non-personalservices and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under this Contract between the Government and the Contractor's employees. It is, therefore, in the best interest of the government to afford the parties a full and complete understanding of their respective obligations.

(1) Contractor personnel under this contract shall not:

(i) Be placed in a position where they are appointed or employed by a federal officer, or are under the supervision, direction, or evaluation of a federal officer, military or civilian;

(ii) Be placed in a position of command, supervision, administration or control over U.S. Section, International Boundary and Water Commission (USIBWC) personnel, or personnel of other contractors, or become a part of the government operation; and (ii) Be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of the USIBWC or other applicable federal agencies;

(2) Employee relationship:

(i) The services to be performed under this Contract do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.

(b) Rules, regulations, directions, and requirements which are issued by the USIBWC authorities under their responsibility for good order and administration are applicable to all personnel. This is not to be construed or interpreted to establish any degree of government control which is inconsistent with a non-personal services contract.

H.03 - Control of Study and Analysis Reports

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

H.04 - Control of Information

The Contractor shall not duplicate or distribute in any form or manner any material generated during the performance of this Contract and individual Task Order; no public release is authorized without the express written consent of the Contracting Officer. The Contractor shall not incorporate into this project any instructions received either orally or in writing from other Government agencies without prior written approval for the USIBWC Contracting Officer.

H.05 - Notification to the Government of Delays

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

H.06 - Construction Contracts with Architect-Engineer Firms

In accordance with FAR 36.209, no contract for the construction of a project shall be awarded to the firm that designed the project or its subsidiaries or affiliates, except with the approval of the head of the agency or authorized representative.

H.07 - Minimum Guarantee

This is an indefinite delivery, indefinite quantity (IDIQ) contract. The contract requires the Government to order and the Contractor to furnish at least a stated minimum. In addition, if ordered, the Contractor must furnish any additional services, not to exceed the stated maximum.

The Contractor is guaranteed a minimum of \$2,500 per year of the five-year ordering period if the Contractor does not receive a Task Order for that Contract year, June 30 through 29 June. If the Contractor declines to respond to a Request for Task Order Proposal that is within the minimum and maximum order limitations as identified in Contract Clause 52.216-19 Order Limitations, the Contractor is not eligible to receive the guaranteed minimum of \$2,500.00 for the applicable Contract period of performance.

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

(a) General – the issuance procedures shall be in accordance with FAR 16.505, FAR Subpart 36.6 and those stated herein:

(1) Work under this Contract will be ordered by written Task Order on Option Form (OF) 347, Order for Supplies or Services, to the Contractor by the Contracting Officer. Any IBWC Contracting Officer is authorized to award a Task Order under this IDIQ.

(2) Each award will cite the Contract Number and Task Order Number.

(3) The Government will not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by an executed Task Order from the Contracting Officer.

(4) The Contractor is not guaranteed issuance of any Task Orders above the minimum guarantee as identified in Section I of this Contract.

(5) Task Orders will be firm fixed price.

(6) Each Task Order will include as a minimum:

(i) Date of Order

(ii) Contract Number and Task Order Number

(iii) Statement of Work

(iv) Delivery or Performance Schedule

(v) Place of Delivery or Performance

(vi) Any Packaging, Packing, and Shipping Instructions

(vii) Accounting and Appropriation Date

(viii) Price

(ix) Place and Manner of Inspection and Acceptance

(x) Any Government Furnished Property, Material, or Facilities

(xi) Appropriate Wage Determination for Services Contract Act covered employees

(xii) Any Other Pertinent Information Required for Performance

(7) Task Orders will be based on the Government developed Statement of Work.

(8) Task Order may only be modified by an IBWC Contracting Officer.

(9) Modifications to Task Orders will be issued on Standard Form (SF) 30, Amendment of Solicitation/Modification of Contract, and will cite the Task Order and Contract Number.

(10) The Contractor shall contact the Contracting Officer within two (2) calendar days of notification of the Request for Task Order Proposal if the Contractor cannot submit a proposal on the Task Order.

(b) Task Order Awards

(1) Request for Task Order Proposal is limited to the A-E IDIQ Multiple Award Contractors. Contractors shall be provided with fair opportunity to be considered for each Task Order.

(2) Task Orders will be evaluated in accordance with FAR SUBPART 36.6. Task Orders shall be evaluated based on the demonstrated competency and qualifications to perform the services at a fair and reasonable price. The evaluation will be based on the following: (1) professional qualifications necessary for satisfactory performance of required services; (2) specialized experience and technical competence in the type of work required; (3) capacity to accomplish the work in the required time; (4) past performance on contracts with the Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules; (5) location in the general geographical area of the project and knowledge of the locality of the project; and (6) acceptability under other appropriate evaluation criteria (as defined in the Request for Task Order Proposal).

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

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

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

(c) Requirement for Proposals

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

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

(d) Selection

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

(e) Request for Task Order Proposal Requirements

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

(i) Task Order Statement of Work

(ii) Anticipated performance period and critical milestones

(iii) Place and manner of inspection and acceptance

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

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

Volume I shall at the minimum address:

(i) Qualifications/Evaluation Criteria;

(ii) Technical Understanding;

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

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

Volume II shall at a minimum address:

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

(ii) Rational for the proposed price.

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

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

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

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

Close-Out Process

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

COR:

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

Contractor:

- 1) Release of Claims

Contracting Officer:

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

H.10 - Task Order with Options

(a) The Contracting Officer may issue Task Orders that include options under the following conditions:

- (1) The services being acquired are highly unique or specialized;
- (2) The efforts to be performed are so integrally related that only a single contractor can reasonably perform the work; or
- (3) Foreseeable additional effort fits the criteria of FAR 16.505(b)(2)(i)(C) as a logical follow-on.

(b) If the Task Order is awarded under multiple award contracts, only those Task Orders for which all awards were given a fair opportunity to be considered shall include options. For purposes of FAR 52.216-19(b), the base award and each option are separate orders.

(c) Prior to exercising an option on a Task Order, the Government will ensure that the Contract has adequate quantities and period of performance. The Contractor shall not begin performance on requirements in the Task Order option until the Government has exercised the option on the Task Order and, if necessary, the option on the Contract.

(d) Award of the Task Order with an option is subject to the conditions of the conditions of this Contract and FAR 52.217-5, Evaluation of Options.

Section I - Contract Clauses

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):

<https://www.acquisition.gov/browse/index/far>

[Insert one or more Internet addresses]

(End of clause)

Clause	Title	Fill-ins
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)	

Clause	Title	Fill-ins
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)	
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)	
52.204-13	System for Award Management Maintenance (Oct 2018)	
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016)	
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)	
52.210-1	Market Research (Nov 2021)	
52.215-2	Audit and Records-Negotiation (Jun 2020)	
52.215-8	Order of Precedence - Uniform Contract Format (Oct 1997)	
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)	
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications (Jun 2020)	
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)	
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (July 2005)	
52.215-19	Notification of Ownership Changes (Oct 1997)	
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications (Nov 2021)	
52.219-8	Utilization of Small Business Concerns (Oct 2022)	
52.219-9	Small Business Subcontracting Plan (Oct 2022)	
52.219-16	Liquidated Damages-Subcontracting Plan (Sep 2021)	
52.222-3	Convict Labor (June 2003)	

Clause	Title	Fill-ins
52.222-21	Prohibition of Segregated Facilities (Apr 2015)	
52.222-26	Equal Opportunity (Sept 2016)	
52.222-29	Notification of Visa Denial (Apr 2015)	
52.222-37	Employment Reports on Veterans (Jun 2020)	
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)	
52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014)	
52.222-50	Combating Trafficking in Persons (Nov 2021)	
52.222-54	Employment Eligibility Verification (May 2022)	
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)	
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	
52.223-6	Drug-Free Workplace (May 2001)	
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020)	
52.225-13	Restrictions on Certain Foreign Purchases (Feb 2021)	
52.225-14	Inconsistency Between English Version and Translation of Contract (Feb 2000)	
52.227-1	Authorization and Consent (Jun 2020)	
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)	
52.227-17	Rights in Data - Special Works (Dec 2007)	
52.228-5	Insurance-Work on a Government Installation (Jan 1997)	
52.229-3	Federal, State and Local Taxes (Feb 2013)	
52.229-6	Taxes-Foreign Fixed-Price Contracts (Feb 2013)	
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Jun 2020)	
52.230-6	Administration of Cost Accounting Standards (June 2010)	
52.232-10	Payments under Fixed-Price Architect-Engineer Contracts (Apr 2010)	
52.232-17	Interest (May 2014)	

Clause	Title	Fill-ins
52.232-18	Availability of Funds (Apr 1984)	
52.232-23	Assignment of Claims (May 2014)	
52.232-26	Prompt Payment for Fixed-Price Architect-Engineer Contracts (Jan 2017)	
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Nov 2021)	
52.233-1	Disputes (May 2014)	
52.233-3	Protest after Award (Aug 1996)	
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
52.236-25	Requirements for Registration of Designers (June 2003)	
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	
52.242-13	Bankruptcy (July 1995)	
52.243-1 Alt III	Changes - Fixed-Price (Aug 1987) - Alternate III (Apr 1984)	
52.244-6	Subcontracts for Commercial Products and Commercial Services (Oct 2022)	
52.248-2	Value Engineering-Architect-Engineer (Mar 1990)	
52.249-7	Termination (Fixed-Price Architect-Engineer) (Apr 1984)	

52.203-14 - Display of Hotline Poster(s) (Nov 2021)

(a) *Definition.*

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
DHS OIG Hotline Poster	http://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimizez.jpg

(Contracting Officer shall insert- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract--

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of clause)

52.216-18 - Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 August 2023 through 31 July 2028 [*insert dates*].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 - Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$500,000 [*insert dollar figure or quantity*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$3,000,000 [*insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of \$3,000,000 [*insert dollar figure or quantity*]; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written

notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 - Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 01/29/2029 [insert date].

(End of clause)

52.217-8 - Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 Days. [insert the period of time within which the Contracting Officer may exercise the option].

(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 541330 assigned to contract number TBD.

(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)

52.222-41 - Service Contract Labor Standards (Aug 2018)

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

"Contractor," when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, *Code of Federal Regulations*, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability.* This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.*

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with paragraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of compensation.* If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor contracts.* If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this

contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the work site. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

(1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the work site during normal working hours.

(j) *Pay periods.* The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective bargaining agreements applicable to service employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority list.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of

employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and interpretations.* Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's certification.*

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, tolerances, and exemptions involving employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.

(r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips.* An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes concerning labor standards.* The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5 332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
Engineering Technician II	\$43.66/36.1%
Engineering Technician III	\$51.91/36.1%
Engineering Technician IV	\$72.16/36.1%
Safety Engineer	\$43.66/36.1%

(End of clause)

52.236-22 - Design Within Funding Limitations (Apr 1984)

(a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) of this clause. When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) of this clause, or the Government may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the project described in this contract is \$TBD on TO.

(End of clause)

52.236-23 - Responsibility of the Architect-Engineer Contractor (Apr 1984)

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

(End of clause)

52.236-24 - Work Oversight in Architect-Engineer Contracts (Apr 1984)

The extent and character of the work to be done by the Contractor shall be subject to the general oversight, supervision, direction, control, and approval of the Contracting Officer.

(End of clause)

J.01 - List of Attachments

J.01 Evaluation Factors for IDIQ A-E Services
J.02 IDIQ A-E Services SOW
J.03 Standard Form 330- Architect-Engineer Qualifications
J.04 WD 2015-5229 Rev20 date 12.27.2023

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

52.204-8 - Annual Representations and Certifications (May 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330 [insert NAICS code].

(2) The small business size standard is \$22,500,000 [insert size standard].

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

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

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

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

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

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

☐ (i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

☐ (vii) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business

size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

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

(End of provision)

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

52.252-1 - Solicitation Provisions Incorporated by Reference (Feb 1998)

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

<https://www.acquisition.gov/browse/index/far>

[Insert one or more Internet addresses]

(End of provision)

Provision	Title	Fill-ins
52.204-7	System for Award Management (Oct 2018)	
52.214-34	Submission of Offers in the English Language (Apr 1991)	
52.214-35	Submission of Offers in U.S. Currency (Apr 1991)	
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Nov 2021)	
52.216-27	Single or Multiple Awards (Oct 1995)	

52.216-1 - Type of Contract (Apr 1984)

The Government contemplates award of a Multiple Award Indefinite Delivery Indefinite Quantity Firm Fixed Priced [*Contracting Officer insert specific type of contract*] contract resulting from this solicitation.

(End of provision)

52.222-24 - Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by

the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

52.233-2 - Service of Protest (Sept 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 Philip.Johnson@ibwc.gov.

(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)

L.01 - Contractor's Contract Administrator

Offeror is requested to delegate a person to be contacted for prompt contract administration.

Name: _____

Address: _____

Telephone: _____ Mobile: _____

Fax: _____

E-mail: _____

L.02 - Submissions

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

Section M - Evaluation Factors for Award

M.01 - Evaluation Factors for Award

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

Merit Factor 1: Specialized Experience and Technical Competence

Merit Factor 2: Past Performance

Merit Factor 3: Professional Qualifications

Merit Factor 4: Capacity of Firm

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