

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N4008023R0020	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 02-Mar-2022	PAGE OF PAGES 1 OF 77
<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY NAVAL FACILITIES ENGINEERING SYS COMMAND 1314 HARWOOD STREET SE WASHINGTON DC 20374  TEL: (202) 685-3192      FAX:		CODE N40080  8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>  TEL:      FAX:		
9. FOR INFORMATION CALL:	A. NAME KENNETT MORRIS	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 202-685-7418		
<b>SOLICITATION</b>				
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i>  SOLICITATION N40080-23-R-0020 - LARGE BUSINESS MULTIPLE AWARD CONSTRUCTION CONTRACT (related notice ID: N4008021R0003)  This UNRESTRICTED procurement will be conducted using formal source selection procedures and award will be based on best value to the Government considering non-priced factors, which are cited in the solicitation.  The Naval Facilities Engineering Command (NAVFAC) Washington, Washington Navy Yard, DC requires a large business multiple award construction contract to perform various large dollar design-build and design-bid-build projects in the NAVFAC Washington area of responsibility to include the metropolitan Washington, DC, Maryland and Virginia locations. Work may be executed through any NAVFAC location within the Continental United States. This contract provides for award of individual "Task Orders" for procurement and administration at various NAVFAC Washington activities.				
11. The Contractor shall begin performance within <u>15</u> calendar days and complete it within _____ calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See 52.211-10 _____.)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS  10	
13. ADDITIONAL SOLICITATION REQUIREMENTS:  A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> (hour) local time <u>04 Apr 2023</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.  B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.  C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.  D. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

(Construction, Alteration, or Repair)

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>
<div>CODE</div> <div>FACILITY CODE</div>		<div>See Item 14</div>

AMOUNTS	SEE SCHEDULE OF PRICES
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*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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21. ITEMS ACCEPTED:

24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	<b>ITEM</b>	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <div style="display: flex; justify-content: space-around;"> <div data-bbox="810 1243 1031 1245"> <input type="checkbox"/> 10 U.S.C. 2304(c)                         </div> <div data-bbox="1104 1243 1325 1245"> <input type="checkbox"/> 41 U.S.C. 253(c)                         </div> </div>
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26. ADMINISTERED BY	CODE		27. PAYMENT WILL BE MADE BY:	CODE	

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

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Base Year FFP Indefinite-Delivery, Indefinite-Quantity, Multiple Award Construction Contract for Large General Construction Projects Primarily in the primarily within the NAVFAC Washington Area of Responsibility. The contractor shall provide all material, labor, equipment and incidentals to provide quality design-build and design-bid-build services to Field Sites. FOB: Destination PSC CD: Y1JZ	950,000,000	Each		
					<hr/>
					MAX NET AMT

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A

## Section 00 21 13 - Instructions to Bidders

INSTRUCTIONS TO BIDDERS

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**1. GENERAL****1.1 NOTICE TO OFFERORS**

1.1.1 THIS SOLICITATION IS BEING ISSUED AS UNRESTRICTED FOR FULL AND OPEN COMPETITION. THE NAICS CODE FOR THIS PROCUREMENT IS 236220 AND THE SIZE STANDARD IS \$45M.

**1.2 GENERAL OVERVIEW OF PROCUREMENT PROCESS**

1.2.1 This solicitation is formatted as a Request for Proposal (RFP) in accordance with the requirements designated by sections of the FAR 15.203. This method permits evaluation of proposals based on price competition, technical merit and other factors; permits impartial and comprehensive evaluation of offerors' proposals; permits discussions if necessary; and ensures selection of the source whose performance provides the best value to the Government. This acquisition will be solicited as a competitively negotiated procurement.

1.2.2 The Government reserves the right to reject any or all proposals at any time prior to award; to negotiate with any or all offerors; to award the contracts to other than the offeror submitting the lowest total price; to award to other than the offeror submitting the highest technically rated proposal; and to award to the offeror submitting the proposal determined by the Government to be the most advantageous (best value) to the Government. OFFERORS ARE ADVISED THAT AWARD MAY BE MADE WITHOUT DISCUSSION OR ANY CONTACT CONCERNING THE PROPOSALS RECEIVED. Therefore, proposals should be submitted initially on the most favorable price and technical terms. Offerors should not assume that they will be contacted or afforded an opportunity to qualify, discuss, or revise their proposals. However, the Government reserves the right to clarify certain aspects of proposals or conduct discussions providing an opportunity for the offeror to revise its proposal.

### 1.3 GENERAL OVERVIEW OF CONTRACT

1.3.1. This acquisition will result in the award of approximately five (5), Firm Fixed Price (FFP) Indefinite-Delivery/Indefinite Quantity (IDIQ), Design-Build/Design-Bid-Build Multiple Award Construction Contracts (MACCs) for Large General Construction Projects Primarily in the NAVFAC Washington's area of responsibility (AOR) but not limited to Washington, DC, Maryland and Virginia. The Government intends to award no more than five (5) contracts resulting from this solicitation to the responsible offerors whose proposals represent the best value after evaluation in accordance with the factors in the solicitation.

1.3.2. Construction projects to be performed under this MACC will primarily consist of general building type projects and may be either design-bid-build or design-build. General construction of DB and DBB projects include, but are not limited to, new construction, demolition, repair, alteration, and renovation of buildings, systems and infrastructure and may include civil, structural, mechanical, electrical, fire protection, and communication systems. Types of facilities include administrative, industrial, maintenance, warehouses, hangars, communications, personnel support, recreation, lodging, dormitory, medical, training, ranges, roads, etc. in support of Naval Facilities Engineering Systems Command, Washington Area of Responsibility (AOR).

1.3.3 The completion date for the basic contract is one (1) year from the date of contract award with four (4) one-year option periods. The total five-year (base and four one-year options) estimated construction cost to be awarded under all contracts is not to exceed \$950,000,000.00 for the life of the contracts. Projects awarded under this MACC will have an estimated construction cost between \$10,000,000 and \$100,000,000; however, smaller and larger dollar value projects may be considered at the discretion of the Contracting Officer. The Government's minimum guarantee for each FFP IDIQ contract is \$5,000.00 to be paid during the base year of the contract.

1.3.4 After award of the initial contracts and "seed" project, the successful IDIQ contractors will compete for task orders based on best value, using the tradeoff process or lowest price technically acceptable (to include lowest price). Only the successful IDIQ contractors will compete for task orders. Should an IDIQ contractor with a guaranteed minimum be unable to competitively secure a task order to meet the \$5,000 minimum guarantee, the Government reserves the right to negotiate a task order directly with that contractor.

1.3.5 The intent of this contract is that all IDIQ Contractors participate in pre-proposal conferences and site-visits and submit proposals on each task order. Contract awardees will be expected to submit a proposal for all Task Order Requests for Proposal (RFP) received from the Government. However, in the event a MACC awardee is unable to submit a proposal on a particular RFP, the contractor is required to notify, in writing, the Contracting Officer who issued the RFP and the ACO for the basic contract within five (5) working days from receipt of the RFP. A MACC awardee can only elect to withdraw from submitting a proposal on three (3) task order RFPs during the course of each year of the contract (base plus four options). Additional withdrawal requests, in excess of three per year, may result in the Government choosing not to exercise remaining option terms.

1.3.6 Each task order will contain project specific evaluation factors that will vary depending on the unique requirements for each task order. Additionally, each task order will cite a specific completion date and associated liquidated damages.

1.3.7 Contractor Performance Information: Contractor's performance will be evaluated using the respective contractor performance evaluation report entry system located on the website <http://www.cpars.gov/>. Prior to commencement of work the contractor is required to provide the government with the name, phone number and e-mail address of the "Contractor's Representative" that will be responsible for receipt and review of draft performance evaluations

prepared by the government in the appropriate system. It is the contractor's responsibility to keep this contact information current.

## **2. GENERAL OVERVIEW OF THE SEED PROJECT**

2.1 The initial (seed project) to be awarded as the first task order along with the basic contract will be P3002 Hazardous Cargo Pad, Joint Base Andrews. The project constructs an aircraft hazardous cargo pad (approx. 80,550 SF), a 75- foot wide concrete taxiway (approx. 159,005 SF), asphalt taxiway shoulders (approx. 159,075 SF), an EOD Proficiency Range that includes a 1,120 SF area for a detonation bunker and 260 SF concrete protection bunker. The P3002 Hazardous Cargo Pad will be located at the Joint Base Andrews.

\* Solicitation Section 01 00 00 will include the General Requirements for the seed project.

2.2 Pursuant to FAR 52.232-18, Availability of Funds, the Government's obligation under this solicitation, or any task order or contract that might result from the solicitation is entirely subject to, and contingent upon, the availability of appropriated funds. Should the Government be unable to award the seed project, the Government guarantees an award in the amount of \$5,000.00 to each successful offeror upon award of the Multiple Award Construction Contracts. This minimum guarantee is over the full term of the contract, including option years. No legal liability on the part of the Government shall arise until funds are made available to the Contracting Officer and a task order or contract is awarded by the Contracting Officer. Any offeror proposing on this solicitation does so at its own cost and with the full knowledge that a task order for the seed project, might not result from this solicitation.

## **3. BASIS FOR AWARD**

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contracts; to negotiate with offerors in the competitive range; and to award the contracts to the offerors submitting the proposals determined to represent the best value—the proposals most advantageous to the Government, cost/price and other factors considered.

2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

3. The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.

4. As stated in the solicitation, all technical factors (Factors 1, 2, 3 and 5) when combined are of equal importance to each other and, when combined, are of equal importance to the performance confidence assessment (Factor 4 – past performance) rating; and all technical factors and the performance confidence assessment (past performance) rating, when combined are approximately equal to price.

5. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal. The evaluation report must document the evaluation board's assessment of the identified weakness(s) and the associated risk to successful contract performance resulting from the weakness(s). This assessment must provide the rationale for proceeding to award without discussions.

#### 4. EVALUATION FACTORS FOR AWARD

1. The solicitation requires the evaluation of price and the following non-cost/price factors:

Factor 1 - Corporate Experience  
 Factor 2 - Safety  
 Factor 3 - Management Approach  
 Factor 4 - Past Performance  
 Factor 5 - Small Business Utilization

The distinction between corporate experience and past performance is corporate experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

2. The relative order of importance of the non-cost/price evaluation factors is the technical factors (Factors 1, 2, 3 and 5) are of equal importance to each other respectively, and, when combined, are equal in importance to the past performance evaluation/performance confidence assessment (Factor 4). When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment factor combined (i.e., the non-cost/price evaluation factors) are approximately equal to price.

The importance of price will increase if the Offerors' non-cost/price proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of a non-cost/price proposal's superiority to the Government. Award will be made to the responsible Offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, price and non-price factors considered.

3. Basis of Evaluation and Submittal Requirements for Each Factor.

(a) Price:

(1) Solicitation Submittal Requirements:

Price shall be submitted on the Price Proposal Form included in the solicitation. The offeror shall submit one (1) original electronically, marked "Original" via PEEE, one (1) hard copy marked "Copy," and one (1) searchable CD in accordance with the directions and submission requirements detailed below. In the case of a conflict between submissions, the electronic proposal marked "Original" and submitted via PEEE shall govern. Also, price information included in the non-price/technical proposal will not be considered. Likewise, nonprice/technical information included in the price proposal will not be considered. All submissions shall include the following:

(i) Executed SF1442. Offeror shall insert its company name and address in Block #14, telephone number in Block #15, acknowledge all amendments in Block #19 (if applicable), name and title of person authorized to sign in Block #20A, signature in Block #20B, and offer date in Block #20C of the SF1442. In addition, Offeror shall provide its UEI Number, CAGE code, and Federal Tax ID number with its proposal.

(ii) Completed Price Proposal Form for the Seed Project.

(iii) Bid bond (SF-24). Offeror shall submit a bid bond (SF-24) in the amount of 20% of total project bid price for the seed project or \$3M, whichever amount is less. The bid bond shall be in the name of the offeror identified on the SF1442. In addition, the offeror shall provide a letter from its bonding company confirming that it has a single award bonding capacity of at least \$100,000,000 and an aggregate bonding capacity to award multiple projects in the minimum amount of at least \$300,000,000.

(iv) SAM registration. Offeror shall ensure current registration on the SAM Website, [www.sam.gov](http://www.sam.gov), including Annual Representations and Certifications are complete and updated for this procurement. If a

Representation or Certification required by Section 00600 of the RFP is not provided in SAM, include the representation or certification in your price proposal.

(v) FAPIIS Certification. Offeror shall ensure Federal Awardee Performance and Integrity Information System (FAPIIS) Certification as required by FAR 52.209-7, Information Regarding Responsibility Matters.

(vi) VETS-4212 registration. Offeror shall ensure a current VETS-4212 report has been submitted to the Department of Labor (DOL) website, <http://www.dol.gov/vets/vets4212.htm>, if the Offeror is required to submit. An email confirmation of submission can be requested and received by the Offeror from the DOL website and submitted in the price proposal. If the Offeror is not required to submit a report to VETS-4212, include a brief statement and justification explaining why the Offeror is not required to submit a report. Visit the VETS-4212 website for details concerning if your company is required to submit a VETS-4212 report and to request an email confirmation of submission.

#### ADDITIONAL INFORMATION TO BE SUBMITTED WITH PRICE PROPOSAL PACKAGE:

RESPONSIBILITY DETERMINATION INFORMATION - In order to be eligible for award, the offeror must be determined responsible in accordance with FAR Part 9, specifically 9.104-1, General Standards. In a separate Tab, the offeror shall provide the following information in the price proposal package:

1. One (1) Signed Bank Reference demonstrating adequate financial resources. If offeror's firm has a line of credit – provide information on how many figures offeror can borrow against the line of credit (i.e. medium 6 figures – exact line of credit is not required).
2. The offeror shall provide the latest three **complete** fiscal year financial statements for the prime contractor, certified by an independent accounting firm, if practicable, or signed by an authorized officer of the organization. Submit evidence of availability of working/operating capital, which will be used for the performance of the resultant contract. For Joint Venture arrangements, submit the latest three complete fiscal year financial statements for each company in the Joint Venture and discuss the financial responsibilities among the companies. The Government may also utilize Dun & Bradstreet reports to evaluate the financial capacity of the offeror.
3. Description of offeror's facilities and equipment.
4. Other offeror's work presently under contract.

Although required to be submitted with offeror's price proposal, this information will not be evaluated as part of the price proposal. This information forms the basis of your firm's responsibility determination should your firm be considered for award. Proposal packages from unsuccessful offerors will not be returned to the offeror, but shall be destroyed by the Contracting Officer. No certificate of destruction will be issued.

#### (2) Basis of Evaluation:

The Government will evaluate price based on the total price for the seed project. Total price consists of the basic requirements and all option items. The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.



**(b) Non-cost/price Factors:**

The offeror shall submit one (1) electronic copy marked "Original" via PIEE, one (1) hard copy marked "Copy," and one (1) searchable CD in accordance with the solicitation submittal requirements identified below. In the case of a conflict between submissions, the electronic proposal marked "Original" and submitted via PIEE shall govern. Also, price information included in the non-price/technical proposal will not be considered. Likewise, non-price/technical information included in the price proposal will not be considered.

All submissions shall including the following characteristics:

- (a) Text pages 8 ½ x 11 format
- (b) Drawings 11x17 inches and folded down to 8-1/2 x 11 inches
- (c) 10 point font, Times New Roman
- (d) One complete electronic copy of the non-price/technical proposal factors as a single .pdf searchable file on the CD-ROM (include with the hard copy of non-price/technical submission).
- (e) Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, Fax Number, UEI, Cage Code, Point of Contact, Title, phone number, and email address.
- (f) Refer to individual factors for page limitations. Pages that exceed indicated page limitations shall not be evaluated.

**Factor 1 – Corporate Experience:****(i) Solicitation Submittal Requirements:**

The Offeror shall submit the following information:

**(1) Construction Experience:**

Submit a minimum of three (3) and a maximum of five (5) relevant construction projects for the Offeror that best demonstrate your experience as a prime contractor on relevant projects ( similar in size, scope, and complexity to the RFP). For purposes of this evaluation, a relevant project is further defined as

**Size:** A final construction cost of \$15,000,000 or greater. Projects submitted below this stated dollar range will not be considered as relevant. At least one (1) project, however, must have a final construction cost of \$50,000,000 or greater.

**Scope/Complexity:** Individual projects shall demonstrate experience with at least one of the following:

- New construction of a building(s)
- Interior and exterior renovation of a building(s) that includes repairs to multiple building systems and infrastructures (e.g architectural, HVAC, electrical, plumbing, and fire protection)

Note: Projects submitted that only include horizontal or civil site work will not be considered relevant (e.g. roadways, site grading, etc.)

Additionally, submitted relevant projects shall, cumulatively, demonstrate the following experience:

- Experience with both new construction (at least one project) and renovation (at least one project).
- Experience with design-build construction (at least 1 project)
- Experience with design-bid-build construction (at least 1 project)

Ensure that the project description clearly identifies whether the project involved new construction or repair/renovation, addresses how the project meets the scope and complexity requirements as delineated above, provides the final construction cost and discusses interactions with regulatory agencies (environmental, historic preservation, etc). The absence of any such information may result in the Project being considered Not Relevant,

which could result in a rating of UNACCEPTABLE for this Factor. The failure to demonstrate experience with at least one project that has a \$50,000,000 or greater final construction cost and also meets the scope and complexity requirements will result in a rating of UNACCEPTABLE for this Factor.

Projects submitted for the Offeror shall have been completed within the previous ten (10) years of the proposal due date for this RFP. If discussions are required, the due date of initial proposals will be the date used to determine if projects were completed “within the previous ten (10) years of the proposal due date of this RFP,” not any revised proposal due date. Submitted Projects that were not completed within this timeframe will be considered “Not Relevant”.

Offerors shall have acted as the prime contractor on submitted projects. Offeror’s experience performing as a subcontractor will not be considered, nor will experience of companies proposed to work as subcontractors on the resulting solicitation/contract.

A project is defined as a construction project performed under a single task order or stand-alone contract. For multiple award and indefinite delivery/indefinite quantity type contracts, the contract as a whole shall not be submitted as a project; rather Offerors shall submit the work performed under a task order as a project. The submission of a multiple award and/or indefinite delivery/indefinite quantity type contract as a whole will be considered Not Relevant.

The attached Construction Experience Project Data Sheet (Attachment C) is MANDATORY and SHALL be used to submit project information. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one (1) double-sided pages (or two (2) single-sided pages).

#### JOINT VENTURES:

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects may be submitted for individual Joint Venture partners. Experience submitted for individual Joint Venture partners in which the company was a partner in a different Joint Venture entity may be submitted to demonstrate relevant project experience. If a project was performed by a JV, and not all partners from that JV are on the JV proposed for this contract, the offeror shall clearly demonstrate what portion of the work was performed by the JV member offering on this contract and shall not include work performed by the JV as a whole. Offerors who fail to submit experience for all JV member partners may be rated lower. Offerors are still limited to a total of five (5) projects combined. The JV member proposed for this contract shall specifically address field work performed by that JV member including field staffing and direct field work oversight. The JV member proposed for this contract shall also address home office management performed by that JV member including the number/percentage of employees provided for the overall contract by the JV members as well as the overall percentage of work performed by the JV member. Offerors proposing as a JV shall submit the fully executed signed JV agreement. For 8(a) Mentor- Protégé Joint Ventures, the offeror shall submit the signed and U.S. Small Business Administration (SBA) approved Mentor-Protégé agreement.

#### SINGLE CORPORATE ENTITY:

If the Offeror is proposing as a single corporate entity (i.e. not as a Joint Venture), the Offeror may submit relevant project experience it performed as a partner in a previous Joint Venture. Offerors are still limited to a total of five (5) projects.

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract. The proposal shall state specific commitments of technical resources (e.g. personnel, management, equipment that the affiliate/subsidiary/parent/LLC/LTD member companies commit to the performance of this contract). In particular, the proposal shall clearly state the specific commitments of resources of the affiliate/subsidiary/parent/LLC/LTD member that will be located at the worksites and company offices in the city/area of the project. The proposal shall also describe specific roles of the affiliate/subsidiary/ parent/LLC/LTD member companies in terms of the work it will either self-perform or manage on behalf of the Offeror in performance of the contract.

Vague commitments to support are likely insufficient; rather, they must demonstrate intent/manner of actual performance on the contract action being solicited. If meaningful involvement is not demonstrated, experience of the affiliate/subsidiary/parent/LLC/LTD firm will not be considered.

Experience of proposed subcontractors will not be considered.

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP (i.e.: unique features, area, construction methods). In addition, the description should also address any sustainable features for the project, including specific descriptions of those features. Provide applicable documentation on projects that were validated and/or certified through a Sustainable Third Party Certification program. Ensure that the project description clearly identifies whether the project involved new construction or repair/renovation, addresses how the project meets the scope and complexity requirements as delineated above, and provides the final construction cost. The absence of any such information may result in the Project being considered Not Relevant, which could result in a rating of UNACCEPTABLE for this Factor.

## **(2) Design Experience:**

Both design-build and design-bid-build projects may be contemplated under this MACC. Therefore, the Offeror is required to identify the design firm (Architect/Engineering firm) to be utilized as Designer of Record (DOR) on anticipated future projects. Provide the full name of the firm, address, UIE number, and CAGE code. The designated firm will be required to be utilized as the DOR on future design-build task orders under the resulting MACC, unless a substitution is approved by the Contracting Officer for the proposed task order. The Offeror must provide supporting documentation (such as a signed joint venture agreement, partnership agreement, teaming agreement, or letter of commitment on the proposed DOR's letterhead) demonstrating agreement by the proposed design firm to perform as DOR for the duration of this MACC.

Submit a minimum of three (3) and maximum of five (5), relevant design projects performed by the proposed Designer of Record that best demonstrates design experience with projects relevant to this solicitation (similar in size, scope, and complexity) to the projects contemplated for this MACC.

For purposes of this evaluation, a relevant project is further defined as:

**Size:** A final construction cost of \$15,000,000 or greater. At least one (1) project, however, must have a final construction cost of \$50,000,000 or greater.

**Scope/Complexity:** Individual projects shall demonstrate experience with at least one of the following:

- New construction of a building(s).
- Interior and exterior renovation of a building(s) that include repairs to multiple building systems and infrastructures (e.g. architectural, HVAC, electrical, plumbing, and fire protection).

Note: Projects submitted that only include horizontal or civil site work will not be considered relevant.(e.g. roadways, site grading, etc.)

Additionally, submitted relevant projects shall, cumulatively, demonstrate the following characteristics:

- ... Experience with both new construction (at least one relevant project) and renovation (at least one relevant project).
- ... Experience with design-build construction (at least one relevant project).
- ... Experience with design-bid-build construction (at least one relevant project).

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP (i.e., unique features, area, construction methods). In addition, the description should also address any sustainable features for the project, including specific descriptions of those features. Provide applicable documentation on projects that were validated and/or certified through a Sustainable Third Party Certification program. Ensure that the project description clearly identifies whether the project involved new construction or repair/renovation, addresses how the project meets the scope and complexity requirements as

delineated above, and provides the final construction cost. The absence of any such information may result in the Project being considered Not Relevant, which could result in a rating of UNACCEPTABLE for this Factor.

Projects submitted for the DOR shall have been completed within the previous ten (10) years of the proposal due date for this RFP. If discussions are required, the due date of initial proposals will be the date used to determine if projects were completed “within the previous ten (10) years of the proposal due date of this RFP,” not any revised proposal due date. Submitted Projects that were not completed within this timeframe will be considered “Not Relevant”. For design-build projects, the design portion of the contract shall have been completed within the previous ten (10) years of the proposal due date of this RFP. The design completion date shall be clearly stated on the Construction & Design Experience Project Data Sheet (Attachment C). The project will be considered “Not Relevant” if the design completion date is not clearly provided.

A project is defined as a complete design effort performed under a single task order or stand alone contract/subcontract. For multiple award and indefinite delivery/indefinite quantity type contracts, the contract as a whole shall not be submitted as a project; rather Offerors shall submit the work performed under a task order as a project. The submission of a multiple award and/or indefinite delivery/indefinite quantity type contract as a whole will be considered Not Relevant.

The attached Construction and Design Experience Project Data Sheet (Attachment C) is MANDATORY and SHALL be used to submit project information. If the same project is being used to demonstrate construction and design experience, submit separate Project Data Sheets for construction and design. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one (1) double-sided page (or two (2) single-sided pages). Only the applicable documentation on submitted projects that were validated and/or certified through a Sustainable Third Party Certification program Information may be included and does not count towards this factor page count; however any additional documentation shall not be included and will not be considered.

If the design firm is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract. If meaningful involvement is not demonstrated, experience of the affiliate/subsidiary/parent firm will not be considered, and will be deemed “Not Relevant”.

The proposal shall state specific commitments of technical resources (e.g. personnel, equipment) that the affiliate/subsidiary/parent/LLC/LTD member companies commit to the performance of this contract. In particular, the proposal will clearly state the specific commitments of resources of the affiliate/subsidiary/parent/LLC/LTD member that will be located at the worksites and company offices in the city/area of the project.

The proposal shall also describe specific roles of the affiliate/subsidiary/ parent/LLC/LTD member companies in terms of the work it will either self-perform or manage on behalf of the Offeror in performance of the contract. Failure to submit this information may result in a lower rating.

The Offeror may utilize experience of a design subcontractor as the Designer of Record in order to demonstrate design experience under this evaluation factor. The Offeror must provide a supporting joint venture agreement, partnership agreement, teaming agreement, or letter of commitment on letterhead (from and signed by the proposed design firm) and an explanation of the meaningful involvement for the design subcontractor. If the agreement/letter is not provided or meaningful involvement is not demonstrated, experience of the proposed designer will not be considered, and will be deemed “Not Relevant”. Offerors proposing multiple design firms should submit relevant project experience for all design firms. Failure to do so may result in a lower rating. Offerors are still limited to a total of five (5) projects combined.

(ii) Basis of Evaluation:

The basis of evaluation will include the Offeror's demonstrated experience and depth of experience in performing relevant construction and design projects as defined in the solicitation submittal requirements. The assessment of the Offeror's relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. The Government will only review five (5) projects for construction and five (5) projects for Design Experience. Any projects submitted in excess of the five (5) for Construction Experience and five (5) for Design Experience will not be considered.

Submission of relevant projects demonstrating the one or more of the following characteristics MAY result in a higher rating for the Factor:

- Design-Build Projects where the Offeror and the proposed design firm(s) worked together.
- Projects demonstrating Offeror's ability to perform multiple projects simultaneously.

## **Factor 2 – Safety**

- (i) Solicitation Submittal Requirements:

The Offeror shall submit the following information:

The Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate; and Total Case Rate (TCR) for the specified five (5) Calendar Years (CY), as well as a safety narrative as described further below.

If the Offeror is a partnership or joint venture, the Offeror shall submit separate DART, TCR for the specified five (5) CY for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required.

Any fatalities experienced within this 5-year timeframe must be explained in detail, to include root cause and corrective actions.

NOTE: DART and TCR shall not be submitted for subcontractors.

- (1) DART Rate: Submit five (5) previous complete calendar years' [CY2022, CY2021, CY2020, CY2019, and CY2018] worth of data (not an overall average). If the Offeror has no DART rate, for any year, affirmatively state so and explain why. Should a negative trend occur above moderate risk levels, an acceptable/detailed explanation is required, that includes any corrective actions taken for improvement.
  - a. Dart cases include injuries or illnesses resulting in death, days away from work, and/or restricted work or transfer to another job days beyond the day of injury/illness.
  - b. Calculation of DART rate: Multiply the total number of DART cases by 200,000, and then divide by the number of employee labor hours worked.

$$\text{DART RATE} = \frac{\text{Number of DART Incidents} \times 200,000}{\text{Total Number of Employee Labor Hours Worked}}$$

- (2) TCR Rate: Submit five (5) previous complete calendar years' [CY2022, CY2021, CY2020, CY2019, and CY2018] worth of data (not an overall average). If the Offeror has no TCR rate, for any year, affirmatively state so and explain why. Should a negative trend occur above moderate risk levels, an acceptable/detailed explanation is required, that includes any corrective actions taken for improvement.
  - a. TCR cases include injuries or illnesses resulting in death, days away from work, restricted work or transfer to another job days beyond the day of injury/illness, medical treatment beyond first aid, or loss of consciousness.

- b. Calculation of TCR rate: Multiply the total number of TCR incidents by 200,000, and then divide by the number of employee labor hours worked.

$$\text{TCR RATE} = \frac{\text{Number of TCR Incidents} \times 200,000}{\text{Total Number of Employee Labor Hours Worked}}$$

- (3) Technical Approach for Safety: Submit a narrative that addresses the following:
- Describe the Offeror's approach to implementing and executing a Safety Management System (SMS) including Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS.
  - Describe the evaluation process used to select potential subcontractors.
  - Describe the processes of how the Offeror will oversee safety compliance of subcontractors at all levels throughout the performance of the contract (to include their own in-house workforce).
  - The Technical Approach to Safety narrative shall be limited to two (2) single-sided pages or one (1) double-sided page. Information beyond the reference page limit is not considered.
- (4) The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), etc.

(ii) Basis of Evaluation:

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The evaluation will collectively consider the DART rate, TCR, Technical Approach to Safety, and other sources of information available to the Government as part of such collective evaluation. The board will evaluate the DART rates and TCR to determine if the Offeror has demonstrated a history of safe work practices taking into account any negative trends and extenuating circumstances that impact the rating.

- (1) DART Rate: The board will evaluate trends over the last five years considering changes that take it from one risk level (or more) to the next up or down. Negative trends occurring above moderate risk levels require the Offeror to provide a detailed explanation that includes any corrective actions taken for improvement.
- Missing data without an explanation is considered a deficiency.  
NOTE: If an Offeror does not have data for a given year or was not required to track data, the Offeror shall insert "N/A". Offerors who submit a 0.00 are indicating No Incidents.
  - Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) would indicate a strength.
  - An increasing DART rate trend could be considered a Weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk EHR)) if an acceptable explanation is not provided for any trends that rise above Moderate.
  - This chart correlates the DART rate to the level of risk:

<u>Risk</u>	<u>DART Rate</u>
Very Low Risk	Less Than 1.0
Low Risk	From 1.0 to 1.99
Moderate Risk	From 2.0 to 2.99
High Risk	From 3.0 to 4.0
Extremely High Risk	Greater than 4.0

- (2) TCR Rate: The board will evaluate trends over the last five years considering changes that take it from one risk level (or more) to the next up or down. Negative trends occurring above moderate risk levels require the Offeror to provide a detailed explanation that includes any corrective actions taken for improvement.
- Missing data without an explanation is considered a Deficiency.  
NOTE: If an Offeror does not have data for a given year or was not required to track data, the Offeror shall insert "N/A". Offerors who submit a 0.00 are indicating No Incidents.
  - Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) would indicate a Strength.
  - An increasing TCR rate trend could be considered a Weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk EHR)) if an acceptable explanation is not provided for any trends that rise above Moderate.
  - This chart correlates the TCR rate to the level of risk:

<u>Risk</u>	<u>TCR Rate</u>
Very Low Risk	Less Than 2.49
Low Risk	From 2.5 to 3.49
Moderate Risk	From 3.5 to 4.49
High Risk	From 4.5 to 5.99
Extremely High Risk	Greater than 6.0

- (3) The Technical Approach to Safety Narrative. To determine the degree to which the Offeror:
- Describes a viable SMS that addresses elements; such as Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS.
  - Describes a methodical process of evaluating subcontractor's safety performance in their selection process.
  - Describes a logical management plan to hold themselves and their subcontractors accountable for adhering to the safety requirements of the contract.
  - The Technical Approach to Safety narrative shall be limited to two (2) single-sided pages or one (1) double-sided page. Information on pages beyond this will not be considered.
- (4) The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), etc.

### **Factor 3 - Management Approach:**

#### **(i) Solicitation Submittal Requirements:**

Offeror shall submit a narrative detailing its Management Approach. The narrative should describe how the offeror intends to successfully complete work awarded under this MACC. The narrative plan shall not exceed ten (10) single-sided pages or five (5) double-sided page. Information beyond the ten (10) single-sided or five (5) page double-sided page limit will not be considered, with the exception of the organizational chart and critical path

schedule which is not included in the page limitation. The narrative shall, at a minimum, address the following topics:

- ... Organizational Structure - The offeror shall provide the roles, responsibilities, and contractual relationships between the various firms that will perform under this contract. The narrative shall also include an organizational chart that clearly identifies leadership and key personnel and the lines of authority between the entities. (The organizational chart is not part of the page limitation.)
- ... Offeror's strategy for successful execution of work awarded under resulting contract, managing multiple concurrent projects, and managing the geographic coverage of the contract requirements.
- ... Offeror's plan for accomplishing both Design-Build and Design-Bid-Build projects under this MACC.
- ... For the **Seed Project**, provide a narrative work plan addressing the major elements of work, project risks, and mitigations.
- ... For the **Seed Project**, provide a Critical Path Schedule illustrating the offeror's ability to achieve or improve on the construction duration of 780 days. Identify key milestones for sequence of work as required to complete construction. The schedule shall demonstrate an understanding of the work to include the base CLIN and all options, a logical sequence of events to accomplish the work, and be sufficiently detailed so as to identify all of the major milestones.
  - The schedule shall be based on a contract award date of 15 SEPT 2023, but this date is provided for proposal purposes only and not dispositive of an anticipated/planned award date.
  - If the offeror is proposing a shorter construction duration than 780 days, their proposal shall include their proposed construction duration number of days. At the Government's discretion, the proposed number of days may be binding and used to calculate a construction completion date should the offeror be awarded the Seed Project. This calculated construction completion date will be included in the Seed Project Task Order award.

(ii) Basis of Evaluation:

The narrative will be evaluated to determine whether the offeror's management approach will contribute to successful performance for this contract. Proposals providing greater detail and demonstrating a greater understanding of the requirements, as outlined above, may be rated higher in the overall evaluation of competitive proposals. Failure to address all elements set out above will render the proposal unacceptable.

An Offeror that proposes a realistic and feasible schedule that is shorter than 780 days from award may be considered more favorably than those that do not.

**Factor 4 – Past Performance:**

(i) Solicitation Submittal Requirements:

If a completed Contractor Performance Assessment Reporting System (CPARS) evaluation is available, it shall be submitted with the proposal for each project included in Factor 1 for Construction Experience. If a completed AE Contractor Appraisal Support System (ACASS) evaluation or CPARS is available, it shall be submitted with the proposal for each project included in Factor 1 for Design Experience. If there is not a completed CCASS, ACASS, or CPARS evaluation then submit Past Performance Questionnaires (PPQ) (Attachment D) for each project included in Factor 1 for both Construction Experience and Design Experience. The Offeror should provide completed PPQ in the proposal. PPQs shall be completed by the client (i.e. owner, occupant, end user, recipient, owner's agent).

***Evaluations completed by fellow contractors should not be submitted and will not be considered.***

Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. Offerors are permitted to provide copies of previously completed Past Performance Questionnaires (PPQs) in their proposal.



However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror shall complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). The Government may make reasonable attempts to contact the client noted for that project(s) to obtain the PPQ information. However, Offerors should follow-up with clients/references to help ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Kennett Morris, [kennett.a.morris.civ@us.navy.mil](mailto:kennett.a.morris.civ@us.navy.mil).

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/UEI numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the offeror.

**IMPORTANT:** It is the responsibility of the offeror to provide accurate points of contact for each identified contract and current telephone numbers and/or email addresses. Failure to provide requested data, accessible points of contact, or valid phone numbers could result in a firm being considered less qualified.

Offerors ***are strongly encouraged*** to provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 1 – Corporate Experience. Offerors ***are strongly encouraged*** to address any adverse past performance issues. Explanations shall not exceed two (2) double-sided pages (or four (4) single-sided pages) in total. ***Information provided beyond this page limitation will not be considered.***

The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the Offeror's references or the references unwillingness to provide the information requested may affect the Government's evaluation of this factor.

Performance award or additional information submitted will not be considered.

(ii) Basis of Evaluation:

This evaluation will consider how well the Offeror's team performed on relevant projects submitted under Factor 1 – Corporate Experience and may also consider past performance on other projects currently documented in known sources. More emphasis will be placed on more relevant projects.

The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.); and
- Recency of tasks performed that are identical to, similar to, or related to the task at hand

The Government will consider the currency, recency and relevance of the information, the source of the information, context of the data, and general trends in the Contractor's performance. This evaluation is separate and distinct from

the Contracting Officer's responsibility determination. The assessment of the Offeror's team's past performance will be used as a means of evaluating the Offeror's team's probability to successfully meet the requirements of the RFP.

Offerors lacking relevant past performance history not be evaluated favorably or unfavorably in past performance and will receive a NEUTRAL Confidence rating.

#### **Factor 5 – Small Business Utilization**

(i) Solicitation Submittal Requirement:

#### **SMALL BUSINESS SUBCONTRACTING PLAN INFORMATION – reference FAR 52.219-9 Alt II and DFARS 252.219-7003).**

In accordance with FAR 19.7, all other than small businesses shall submit a Small Business Subcontracting Plan (SBSP) utilizing the template provided as Attachment G within their price proposal. Acceptability of the SBSP will be considered a responsibility matter. The SBSP will not be evaluated or rated by the SSEB, but reviewed by a Small Business Professional/Authorized Representative and the Contracting Officer for acceptability. The SBSP shall be negotiated and/or accepted within the time specified by the Contracting Officer. Failure to negotiate an acceptable subcontracting plan within the time limit prescribed by the Contracting Officer will render the offeror ineligible for award of the contract. The SBSP will be incorporated into the resulting contract.

NAVFAC's command-wide small business subcontracting targets are shown below. These may be higher or lower than percentages that would represent realistic, challenging, small business subcontracting goals for this acquisition consistent with efficient and effective performance of the contract. These targets are based on a percentage of total planned subcontract dollars.

Program	Prime Contracting	Subcontracting
Small Business (SB)	50.50%	40%
Historically Underutilized Business Zone Small Business (HUBZone)	5.72%	3%
Service-Disabled Veteran Owned (SDVOSB)	2.85%	3%
Small-Disadvantaged Business (SDB)	32.33%	5%
Woman-Owned (WOSB)	4.89%	9%

The SBSP shall be consistent with the commitments offered in the Small Business Utilization and Participation Factor (Attachment F). In accordance with DFARS 215.304(c)(i), when an evaluation assesses the extent that small businesses are specifically identified in proposals, those small businesses considered in the evaluation shall be listed in the SBSP.

Please note that SBSP goals and the participation requirements provided in the Small Business Participation Commitment Document (SBPCD) WILL NOT be the same. The participation requirements within the SBPCD are provided as percentages of the total contract value; subcontract plan goals are provided as a percentage of planned subcontracting dollars. While the percentages will differ, the types of products/services identified in the SBSP, should be the same as those products/services identified in the SBPCD. Likewise, the planned small business subcontract dollars in the SBSP will be equal to (or in some cases greater than) the extent of small business participation identified in the SBPCD.

It is the policy of the Government to provide maximum practicable opportunities in its acquisitions to Small Business (SB) concerns, including Historically Underutilized Business Zone Small Business (HUBZone SB), Woman-Owned Small Business (WOSB), Small Disadvantaged Business (SDB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), and other small business concerns. Further, it is the policy of the Government that such concerns will have the maximum practicable opportunity to participate in contract performance consistent with its efficient performance.

This Factor assesses both the historical achievements in utilizing small business concerns and the proposed small business participation commitment for this requirement. The Offeror is required to demonstrate its previous commitment to SBs through its record of past utilization of SBs and its planned level of commitment to small business if awarded a contract under this solicitation.

1. **All Offerors (both Other than Small Businesses (OTSB) AND SBs shall use Attachment (E) to demonstrate their historical utilization of SBs. Attachment E shall be provided for each project submitted under Factor 1, Corporate Experience. Failure to submit Attachment E for each project submitted under Factor 1, Corporate Experience, or the failure to fully complete Attachment E may result in a deficiency.**
2. **All Offerors (both OTSBs and SBs) shall use Attachment F (Small Business Participation Commitment Document (SPCD)) to submit the following required information for evaluation of this factor:**
  - ... To demonstrate commitment to use small business concerns in the performance of this contract, identify all planned subcontractors by name that will be used to support each specific small business category (i.e., SB, HUBZone SB, WOSB, SDB, VOSB, and SDVOSB). Identify the type and complexity of product/service to be subcontracted, the estimated subcontract value, and the type of commitment (i.e., teaming agreement, letter of commitment, etc.) with each subcontractor.
  - ... To demonstrate maximum practicable participation of small businesses, identify (in terms of dollar value and percentage of the total contract value) the Offeror's proposed small business participation. The minimum required small business participation (i.e. work to be performed by small business as the prime contractor and/or work to be performed by small business subcontractors) is **20%**. All Offerors who are not able to meet the minimum total small business participation requirement of **20%** (of the total contract value) shall provide a detailed explanation why the minimum total small business participation requirement cannot be achieved.

Large business Offerors may achieve the minimum total small business participation requirement through subcontracting to small businesses.

Small business Offerors may achieve the minimum total small business participation requirement through their own performance/participation as a prime and also through a joint venture, teaming arrangement, and/or subcontracting with other small business concerns.

Offerors are encouraged to exceed this percentage and seek meaningful levels of participation in each of the small business categories (i.e., SB, HUBZone SB, WOSB, SDB, VOSB, and SDVOSB) consistent with efficient contract performance. Offerors are required to provide a detailed explanation for the methods used to develop the percentages of small business participation.

Offerors simply proposing a **20%** total small business participation requirement without describing the methods used may be rated lower.

If the Offeror does not intend to subcontract, provide a detailed explanation why subcontracting would not result in efficient contract performance.

(ii) Basis of Evaluation:

The Government will evaluate the realism and likelihood of success in achieving the small business objectives of this acquisition based on the following:

- ... The extent to which the Offeror is able to demonstrate a history of supporting Government policies concerning the utilization of small business concerns (including all of the various socioeconomic categories of small business, HUBZone SB, WOSB, SDB, VOSB, SDVOSB) and the success in achieving goals established by subcontracting plans on prior contracts.

The extent to which the Offeror has demonstrated an achievable commitment to use small businesses (including HUBZone SB, WOSB, SDB, VOSB, SDVOSB) in the performance of this contract in the SBPCD. The SBPCD will be evaluated to determine the extent to which small business concerns are specifically identified by name and socioeconomic category in the document and the quantitative degree to which small business concerns (including HUBZone, WOSB, SDB, VOSB, and SDVOSB) will participate relative to the total contract value. The complexity and variety of the work small business concerns will perform and the degree of commitment to use named sources through formal teaming agreements, letters of intent/commitment will be evaluated to assess achievability of the commitment. This minimum small business participation requirement, through work performed by the small business prime and/or subcontracting with small businesses, shall exceed **20%** of the total contract value, unless the Offeror provides a reasonable and well-documented explanation for why the minimum **20%** small business participation requirement cannot be achieved.

#### IV. BEST-VALUE DECISION AND DOCUMENTATION

A. The SSA's decision regarding which proposal is most advantageous to the Government shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. Recommendations, minority opinions presented to the SSA, as well as reports and analyses prepared by the SSEB shall be considered by the SSA. The source selection decision shall represent the SSA's independent judgment and provide a rational basis for award.

The SSA performs this assessment by comparing the strengths, weaknesses, and the cost/price of the competing proposals to determine which proposal represents the best value to the Government. The analysis must be consistent with the evaluation factors and process described in the RFP. Beyond this, the SSA has broad discretion in making the source selection decision. The SSA shall not merely rely on the adjectival ratings alone. To determine which proposal provides the best value, the SSA must understand and analyze the differences between competing proposals. The SSA is not bound by the evaluation findings of the SSEB as long as the SSA has a rational basis for the differing opinion.

B. There are three possible outcomes of the SSA's comparative analysis:

- The proposal with the lowest total evaluated prices is superior in terms of non-cost factors;
- There are no meaningful distinctions between the non-cost portions of the proposals;
- The proposal with the lowest total evaluated prices is not superior in terms of non-cost factors.

C. The SSA shall document in the SSDD the supporting rationale for the award decision and shall include the rationale for any business judgments and tradeoffs made or relied on by the SSA, including benefits to the Government associated with additional costs. The documentation need not quantify the dollar value of the tradeoffs that led to the decision. However, the SSDD should contain a detailed narrative explanation of all facts and supporting rationale relevant to the source selection decision. All tradeoffs shall have justifications clearly stating the benefits or advantages to the Government, and why it is in the Government's best interests to expend additional funds to obtain those benefits or advantages.

Where the SSA determines the non-cost benefits offered by a higher priced, technically superior proposal are not worth the price premium, an explicit justification must be documented.

D. An SSDD shall be prepared for all source selections. The SSDD shall reflect the SSA's independent, integrated, comparative assessment and decision; shall include the rationale for any business judgments; tradeoffs made or relied on by the SSA (e.g., including benefits associated with additional costs); shall state why the benefit is in the Government's best interest; and shall be included in the contract file. The SSDD shall be the single summary document supporting selection of the best-value proposal consistent with the stated evaluation criteria. The SSDD shall clearly explain the decision and document the reasoning used by the SSA to reach the decision consistent with FAR 15.308. The SSA shall engage the Contracting Officer/Contract Specialist and Legal Counsel in review of the

SSDD to ensure the SSDD clearly captures the judgment of the SSA in determining which proposal represents the best value to the Government consistent with the RFP.

## 5. PROPOSAL REQUIREMENTS

### 5.1 PRE-PROPOSAL CONFERENCE AND SITE VISIT

See Section 01 00 00 – General Requirements – General Requirements, **Site Visit** for all information regarding the seed project site visit.

### 5.2 PROPOSAL SUBMISSION INSTRUCTIONS

In response to this request for proposal, the complete proposal shall include both the Price Proposal and the Non- Cost/Price Factors Proposal, submitted in accordance with the above Basis of Evaluation and Submittal Requirements for Each Factor and as follows:

5.2.1 Price Proposal and Non-Cost/Price Factors Proposal - The Price Proposal and the Non-Cost/Price Factors Proposal shall be submitted Electronically in accordance with the below:

#### **Electronic Copies**

Offerors shall also submit electronic proposals (.pdf format) in response to this solicitation. Only the PIEE Solicitation Module is authorized for the submission of electronic proposals in response to this solicitation. Electronic proposal submissions should be no larger than 1.9 GB per file. Electronic proposals shall match the hard copy version of the proposal. In the event of a discrepancy, the electronic copy will govern.

Offerors shall ensure that the Government has received the electronic proposal prior to the date and time specified. PIEE Solicitation Vendor Access Instructions are provided via Attachment A. Emailed submissions will not be accepted.

Offerors shall allow adequate time to upload files which may be slower for non-DoD users and to avoid other technical difficulties that may be encountered. Offerors are also responsible for submitting files in the format specified and consistent with requirements stated elsewhere in this solicitation. Files that cannot be opened, or are otherwise missing the required content are the responsibility of the Offeror. The PIEE system will record the date and time of package submittal. The date and time of package submittal recorded in PIEE shall govern the timeliness of any proposal submission. **LATE PROPOSALS WILL NOT BE CONSIDERED.**

5.2.2 The offeror's proposal must include all data and information required and must be submitted in accordance with these instructions. The offeror shall be compliant with the requirements as stated herein, for non-conformance may result in an unfavorable proposal evaluation.

5.2.3 All **Hard Copy** proposals shall be mailed to the following address:

Naval Facilities Engineering Command  
Acquisition Division Washington Navy Yard  
1314 Harwood Street SE, Building 212  
Washington Navy Yard, DC 20374-5018  
Attn: Kennett Morris

The proposal submission due date in Box 13 of the SF1442 is for the ELECTRONIC PROPOSAL SUBMISSION and will establish timeliness of proposal submission. Hard Copy Proposals must be received no later than 5 calendar days after the Electronic Submission Due date.

### 5.2.4 Hand Carried Proposals

Hand Delivered proposals will not be accepted for this procurement. Please follow instruction submissions above for Electronic and Hard Copy Submissions.

5.2.5 PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST FOR PROPOSAL MUST BE RECEIVED NO LATER THAN THE DATE AND TIME SPECIFIED IN BLOCK 13A OF THE SF1442. Electronic Proposals not received by the time and date specified shall be treated in accordance with FAR 52.215-1 “Instruction to Offerors - Competitive Acquisitions” and may be rejected.

### 5.3 PRE-PROPOSAL INQUIRIES (PPIS)

All inquiries must be submitted in writing and received by the Contract Specialist **fourteen calendar days** prior to the solicitation closing date in order to permit adequate time to reply to the inquiry. There is no guarantee that PPI’s submitted after the cut-off date will be answered before the solicitation closes. Submit all questions to [Kennett.a.morris.civ@us.navy.mil](mailto:Kennett.a.morris.civ@us.navy.mil). Use of the PPI Log template is required. The PPI Log Template (Attachment B) can be found on the Sam website under the Attachments section.

### 5.4 SAM.GOV OPPORTUNITIES (SAM)

Amendments will be posted directly to the Procurement Integrated Enterprise Environment (PIEE) and Sam. The drawings and specifications will be posted PIEE and on Sam under the Attachments section of this RFP. Additionally, other postings will be made to PIEE and Sam, such as the pre-proposal inquiries (PPI) log, revised drawings, etc., under the Attachments section of the RFP. It is possible that postings to the Attachments section of Sam DO NOT generate an automated email to contractors. It is recommended contractors check the Sam listing periodically to see if additional postings have been made. It is the contractor’s responsibility to check Sam.Gov for all postings.

### 5.5 INCORPORATION OF TECHNICAL PROPOSAL

The Contractor’s technical proposal, including revisions and amendments, made prior to contract award and a copy of which is in the possession of both parties, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text. All contractor personnel shall meet or exceed the qualification standards, experience levels and trade background set forth in the technical proposal. In the event of an inconsistency between the provisions of this contract and the technical proposal, the inconsistency shall be resolved by giving precedence in the following order: (i) the contract (excluding the technical proposal), and then (ii) the technical proposal.

### ATTACHMENTS:

Attachment A – PIEE Vendor Access Instructions  
Attachment B – PPI Log Template  
Attachment C – Construction & Design Experience Project Data Sheet  
Attachment D – Past Performance Questionnaire  
Attachment E – Historical Small Business Utilization  
Attachment F – Small Business Participation Commitment Document  
Attachment G – Small Business Subcontracting Plan Template

### Additional Attachments:

2022.09.26 P-3002 IFC PLANs\_N4008023R0020.pdf – Adobe Acrobat Pro 2020  
2022.09.26 P-3002 IFC Specifications\_Signed\_N4008023R0020.pdf – Adobe Acrobat Pro 2020  
P-3002 HCP Price Schedule\_BLANK - Word

**All attachments will be provided under the Solicitation Number in the Attachments Section in Sam, Contract Opportunities.**

#### CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.215-6	Place of Performance	OCT 1997
52.216-27	Single or Multiple Awards	OCT 1995
52.217-5	Evaluation Of Options	JUL 1990
52.222-25	Affirmative Action Compliance	APR 1984
52.228-1	Bid Guarantee	SEP 1996
52.236-28	Preparation of Proposals--Construction	OCT 1997

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of provision)

##### 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS--SECONDARY SITE OF THE WORK (MAY 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements , of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

##### 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
28%	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 **See goal for county where work is to be performed for each task order at:**

[https://www.dol.gov/ofccp/TAGuides/TAC\\_FedContractors\\_JRF\\_QA\\_508c.pdf](https://www.dol.gov/ofccp/TAGuides/TAC_FedContractors_JRF_QA_508c.pdf)

(End of provision)



(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

Vivienne Moore Contracting Officer  
NAVFAC Acquisition Division Washington Navy Yard  
1314 Harwood Street SE, Building 212  
Washington Navy Yard, DC 20374-5018

(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.

Site Visit information will be provided via amendment.

(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):

[www.acquisition.gov](http://www.acquisition.gov)

(End of provision)

#### 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 Department of Defense Federal Acquisition Regulations Supplement (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)

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

**\*WAWF INFORMATION WILL BE PROVIDED PER TASK ORDER**

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

**Navy Construction/ Facilities Management Invoice**

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

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(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

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(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<b>N68732</b>
Issue By DoDAAC	<b>N40080</b>
Admin DoDAAC**	<b>N48429</b>
Inspect By DoDAAC	<b>N48429</b>
Ship To Code	<b>N48429</b>
Ship From Code	NA
Mark For Code	NA
Service Approver (DoDAAC)	NA
Service Acceptor (DoDAAC)	<b>N48429</b>
Accept at Other DoDAAC	NA
LPO DoDAAC	<b>N48429</b>
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF points of contact: Contact the WAWF helpdesk at 866-618-5988.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

LPO:	Contracting Officer: Vivienne E Moore	<a href="mailto:vivienne.e.moore@navy.mil">vivienne.e.moore@navy.mil</a>
Inspector:	Project Manager: Michelle D Robertson	<a href="mailto:michelle.d.robertson@navy.mil">michelle.d.robertson@navy.mil</a>
Acceptor:	Program Analyst: Katrina Wyder	<a href="mailto:katrina.wyder@navy.mil">katrina.wyder@navy.mil</a>

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

## Section 00 45 00 - Representations and Certifications

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-7	System for Award Management	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.223-1	Biobased Product Certification	MAY 2012
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020

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

(End of provision)



## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2022)

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

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

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

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

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

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

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

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

(        ) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

#### 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

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

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it [ ☐ ] has or [ ☐ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates ``has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

\_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

(Do not use a ``doing business as" name)

Is the immediate owner owned or controlled by another entity?:

[ ☐ ] Yes or [ ☐ ] No.

(d) If the Offeror indicates ``yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

\_\_\_\_\_

Highest-level owner legal name: \_\_\_\_\_

(Do not use a ``doing business as" name)

(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)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) 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”.

(c) Representations.

(1) The Offeror represents that it [ \_\_\_\_ ] does, [ \_\_\_\_ ] 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.

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

#### 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-- REPRESENTATION (NOV 2015)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that--

(1) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an inverted domestic corporation; and

(2) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a subsidiary of an inverted domestic corporation.

(End of provision)

#### 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.



Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ( ) has ( ) does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2022)

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

Small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The small business size standard is [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 (i.e., nonmanufacturer), is 500 employees if the acquisition--

- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
- (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations.

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

- (i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern; or
  - (ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .]
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .]
- (5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .]
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a veteran-owned small business concern.
- (7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that--
- (i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern; or
  - (ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.
- (8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--
- (i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and

will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

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

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(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 70 00 - Conditions of the Contract

## CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$15,000,000.00		\$950,000,000.00

## DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$5,000.00		\$950,000,000.00

## CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:



CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

## 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 Alt I	Restrictions On Subcontractor Sales To The Government (JUN 2020) -- Alternate I	NOV 2021
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
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
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
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	NOV 2021
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	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 (Dev)	Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2022-O0001)	OCT 2021
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 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

52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.216-24	Limitation Of Government Liability	APR 1984
52.216-25	Contract Definitization	OCT 2010
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.219-9	Small Business Subcontracting Plan	OCT 2022
52.219-9 Alt II	Small Business Subcontracting Plan (OCT 2022) Alternate II	NOV 2016
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-30	Construction Wage Rate Requirements--Price Adjustment (None or Separately Specified Method)	AUG 2018
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-1	Biobased Product Certification	MAY 2012
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-12	Notice of Buy American Requirement - Construction Materials Under Trade Agreements	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1	Authorization and Consent	JUN 2020

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.227-4	Patent Indemnity--Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Individual Surety--Pledge of Assets	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-15	Performance and Payment Bonds--Construction	JUN 2020
52.229-2	North Carolina State and Local Sales and Use Tax	APR 1984
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Products and Commercial Services	OCT 2022
52.245-1	Government Property	SEP 2021
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
52.247-34	F.O.B. Destination	NOV 1991

52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
52.248-3	Value Engineering-Construction	OCT 2020
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	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
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
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
252.205-7000	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
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012
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	Reporting, Reutilization, and Disposal	DEC 2017
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

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

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

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

Covered telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

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

(b) Prohibition.

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

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

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

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

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

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

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

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

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

(End of clause)

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

The Contractor shall be required to (a) commence work under this contract within 15 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. The time stated for completion shall include final cleanup of the premises.

Completion dates will be included in each, individual task order.

(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 \$\*\* for each calendar day of delay until the work is completed or accepted.

\*Liquidated Damages for the seed project are provided in the general requirements and will be provided in the subsequent task order.

\*Liquidated Damages shall be specified on each individual task order

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

(End of clause)

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

Any contract awarded as a result of this solicitation will not be a DX rated order; or DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), unless a decision is made in writing by the Contracting Officer to rate the project; and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

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 \$15,000,000 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 \$100,000,000;

(2) Any order for a combination of items in excess of \$100,000,000; or

(3) A series of orders from the same ordering office within 5 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 5 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 the last executed task order.

(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.

Information concerning when the option may be exercised will be provided per task order as needed

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)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(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)

## 52.228-1 BID GUARANTEE (SEP 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-
- (c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.-
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.
- (End of provision)

## 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)

## 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUN 2020)

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

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum

quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **TO BE DETERMINED ON EACH INDIVIDUAL TASK ORDER BASIS** 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)

#### 52.252-2 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://acquisition.gov>

(End of clause)

#### 252.203-7004 DISPLAY OF HOTLINE POSTERS (AUG 2019)

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

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

(b) Display of hotline poster(s).

(1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from—

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations – Hotline, 245 Murray Lane SW, Washington, DC 20528-0305; or

(ii) Via the internet at [https://www.oig.dhs.gov/assets/Hotline/DHS\\_OIG\\_Hotline-optimized.jpg](https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg).

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, D.C. 20301-1900, or is also available via the internet at <https://www.dodig.mil/Resources/Posters-and-Brochures/>.

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) 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 required poster at the website.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Defense Federal Acquisition Regulation Supplement 203.1004(b)(2)(ii) on the date of subcontract award, except when the subcontract is for the acquisition of a commercial item.

(End of clause)

## 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

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

(c) In general--

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

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

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

All specifications and drawing are included in this Request for Proposal (RFP) and will be included in subsequent task orders.

(End of clause)

## Section 01 00 00 - General Requirements

WAGE DETERMINATION

"General Decision Number: MD20230044 01/13/2023

Superseded General Decision Number: MD20220044

State: Maryland

Construction Type: Building

County: Prince George's County in Maryland.

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).

<p>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:</p>	<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
<p>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:</p>	<p>Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>

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

ASBE0024-007 04/01/2021

Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST  
INSULATOR.....\$ 39.27      18.67+a

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

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ASBE0024-010 04/01/2021

Rates	Fringes
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ASBESTOS WORKER: HAZARDOUS  
MATERIAL HANDLER (Removal of  
hazardous material from  
ceilings, floors, mechanical  
systems, and walls).....\$ 24.46      8.69+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

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BRMD0001-006 05/01/2022

Rates	Fringes
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TILE SETTER.....\$ 32.31      12.61

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BRMD0001-011 05/01/2022

	Rates	Fringes
BRICKLAYER (Excluding Pointing, Caulking and Cleaning).....	\$ 35.20	12.85

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BRMD0001-012 05/01/2022

	Rates	Fringes
MASON - STONE.....	\$ 42.06	19.75

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BRMD0001-013 05/01/2022

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 32.31	12.61

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CARP0197-001 05/01/2022

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Metal Stud Installation and Form Work).....	\$ 31.40	13.86

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CARP0219-001 05/01/2022

	Rates	Fringes
MILLWRIGHT.....	\$ 36.00	14.07

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ELEC0026-021 09/07/2020

	Rates	Fringes
ELECTRICIAN (Communication and Sound Equipment).....	\$ 29.05	11.39

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ELEC0026-022 12/06/2021

	Rates	Fringes
ELECTRICIAN (Including low voltage wiring for and installation of alarms, HVAC controls).....	\$ 50.00	20.49+a

a. PAID HOLIDAYS: New Year's Day, Inauguration Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

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 \* ELEV0010-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 52.49	37.335+a+b

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

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

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 ENGI0077-017 05/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe.....	\$ 33.36	10.55+a
Bulldozer.....	\$ 33.36	10.55+a

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

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 IRON0005-005 06/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 34.85	24.95

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 IRON0005-014 05/01/2022

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 29.85	23.18

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 LABO0011-016 06/15/2020

	Rates	Fringes
LABORER (Common or General).....	\$ 17.77	8.63
LABORER: Mason Tender - Cement/Concrete.....	\$ 25.88	8.63
LABORER: Pipelayer.....	\$ 25.88	8.63

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 PAIN0051-014 06/01/2022

	Rates	Fringes
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## GLAZIER

Glazing Contracts \$2 million and under.....\$	29.92	13.35
Glazing Contracts over \$2 million.....\$	34.16	13.35

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PAIN0051-019 06/01/2022

	Rates	Fringes
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## PAINTER

Brush, Roller, Spray and Drywall Finisher/Taper.....\$	26.61	11.41
Industrial.....\$	33.05	13.22

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PLAS0891-005 07/01/2021

	Rates	Fringes
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PLASTERER (Including Fireproofing).....\$	30.53	7.93
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PLAS0891-006 02/01/2020

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$	28.82	11.68
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PLUM0005-010 08/01/2022

	Rates	Fringes
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PLUMBER.....\$	48.00	20.75+a
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a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

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PLUM0602-011 08/01/2022

	Rates	Fringes
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PIPEFITTER (Including HVAC Pipe and System Installation)....\$	47.98	23.12+a
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a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

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ROOF0030-016 07/01/2022

	Rates	Fringes
ROOFER.....	\$ 32.26	14.71

\* SFMD0669-001 01/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 38.67	25.22

SHEE0100-015 11/01/2021

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 44.37	21.33+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's  
Birthday, Memorial Day, Independence Day, Labor Day,  
Veterans Day, Thanksgiving Day and Christmas Day

\* SUMD2010-092 08/04/2010

	Rates	Fringes
LABORER		
Grade Checker.....	\$ 16.00 **	2.90
Landscape.....	\$ 9.23 **	0.00
Mason Tender - Brick.....	\$ 13.28 **	2.95
Mason Tender - Stone.....	\$ 14.03 **	0.00
Mason Tender for Pointing, Caulking and Cleaning.....	\$ 14.15 **	0.00
Mortar Mixer.....	\$ 16.61	9.08

POINTER, CAULKER, CLEANER,

Includes pointing, caulking,  
cleaning of existing masonry,  
brick, stone and cement  
structures (restoration  
work); excludes pointing,  
caulking, cleaning of new or  
replacement  
masonry, brick, stone or  
cement.....

POWER EQUIPMENT OPERATOR:

Asphalt Roller.....	\$ 21.35	5.38
Bobcat/Skid Loader.....	\$ 18.05	8.78
Boom.....	\$ 21.44	8.29
Crane.....	\$ 20.95	6.18
Excavator.....	\$ 20.00	0.00



Forklift.....	\$ 16.00 **	5.12
Gradall.....	\$ 20.50	8.42
Grader/Blade.....	\$ 14.50 **	5.18
Loader.....	\$ 24.00	5.40
Paver.....	\$ 17.47	6.36
Roller excluding Asphalt....	\$ 17.60	3.88
TILE FINISHER.....	\$ 17.87	7.32
TRUCK DRIVER		
Dump Truck.....	\$ 15.90 **	1.12
Tractor Haul Truck.....	\$ 17.87	9.98

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

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

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

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

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

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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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.

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END OF GENERAL DECISION"

**GENERAL REQUIREMENTS SEED PROJ**  
**NAVFAC Solicitation No.:** N4008023R0020  
**NAVFAC Specification Work Order No.:** 1396550  
**NAVFAC Drawings Nos.:** 09/26/2022

**Title:** P-3002 Relocate Hazardous Cargo Pad And EOD Proficiency Range

**Location of the Work:** Joint Base Andrews Naval Air Facility – Camp Springs, MD

**Description of Work:** The project is construction of an aircraft hazardous cargo pad (approx. 80,550 SF concrete), a 75-foot wide concrete taxiway (approx. 159,005 SF), asphalt taxiway shoulders (approx. 159,075 SF), Explosive Ordnance Disposal (EOD) Proficiency Range that includes a 1,120 SF area for a detonation bunker and 260 SF concrete protection bunker. NAICS Code: 236220 Commercial and Institutional Building Construction. \*See drawings and specifications for full description.

**Proposal due date:** Submit in accordance with section 5.2 Proposal Submission Instructions above.

**Estimated Budget Amount or Price Range:** In accordance with DFARS 236.204 Disclosure of the Magnitude of Construction Projects, the estimated price range for this project is between \$25,000,000 and \$100,000,000.

**Time for Completion:** In accordance with FAR 52.211-10 Commencement, Prosecution, and Completion of Work, the Government desires completion of construction within 780 calendar days after award (includes 15 calendar days for submission and approval of bonds and insurance).

**Wage Determination:** Department of Labor (DoL) General Decision Number MD20230044 01/13/2023 NC38 MD20220044 Mod 01 applies to this work. Should this wage determination be modified by DoL prior to award, the most current wage determination will be incorporated at the time of award.

**Liquidated Damages:** In accordance with FAR 52.211-12 Liquidated Damages – Construction, liquidated damages, at the time of award, will be based upon the liquidated damages for the base price, plus any option or combination of options exercised. If an option(s) is exercised within the timeframe allowed after award, the liquidated damages will be increased based upon the liquidated damages for that option.

Base plus all options: \$6,100/Calendar Day

**Utilities:** Utilities: In accordance with FAR 52.236-14 Availability and Use of Utility Services, the Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility

is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

**Record Shop Drawings:** In accordance with FAR 52.236-21 Specifications and Drawings for Construction, record shop drawings are required. Reproducible copies of these record drawings are also required.

**Bond Requirements:** In accordance with FAR 52.228-1 Bid Guarantee, each offeror shall submit with its offer a guarantee bond (Standard Form 24) in a penal sum equal to at least 20 percent of the offer price or \$3,000,000, whichever is less.

Pursuant to FAR 52.232-18, Availability of Funds, the Government's obligation under this solicitation, or any task order or contract that might result from the solicitation is entirely subject to, and contingent upon, the availability of appropriated funds. Should the Government be unable to award the seed project, the Government guarantees an award in the amount of \$5,000.00 to each successful offeror upon award of the Multiple Award Construction Contracts. This minimum guarantee is over the full term of the contract, including option years. No legal liability on the part of the Government shall arise until funds are made available to the Contracting Officer and a task order or contract is awarded by the Contracting Officer. Any offeror proposing on this solicitation does so at its own cost and with the full knowledge that a task order for the seed project, might not result from this solicitation.