

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER  <b>SP3300-23-B-0001</b>	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED  <b>2023 JUN 01</b>	<b>PAGE 1 OF 43</b>
<b>IMPORTANT</b> - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NUMBER		5. REQUISITION/PURCHASE REQUEST NUMBER See Schedule	6. PROJECT NUMBER	
7. ISSUED BY  DLA DISTRIBUTION ACQUISITION OPERATIONS (J7) 430 MIFFLIN AVENUE SUITE 3102A NEW CUMBERLAND PA 17070-5008 USA		CODE SP3300	8. ADDRESS OFFER TO  DLA DISTRIBUTION ACQUISITION OPERATIONS (J7) 430 MIFFLIN AVENUE SUITE 3102A NEW CUMBERLAND PA 17070-5008 USA	
9. FOR INFORMATION CALL:	a. NAME Paul Holbert PNNAB45		b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 717-770-7492	

**SOLICITATION**

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date)

See Continuation Page(s)

11. The contractor shall begin performance _____ 0 _____ calendar days and complete it within _____ 600 _____ calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____ ).	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12b). <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS  10
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and _____ 1 _____ copies to perform the work required are due at the place specified in Item 8 by _____ 1:00 PM _____ (hour) local time _____ 2023 JUN 21 _____ (date). If this is a sealed bid solicitation, offers will 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 _____ 45 _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NUMBER (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14.)

CODE

FACILITY CODE

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

AMOUNTS



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

**19. ACKNOWLEDGMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)

20b. SIGNATURE

20c OFFER DATE.

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

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐

10 U.S.C.2304(c)

( )

☐

41 U.S.C.3304(a)

( )

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**☐

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements 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 incorporated by reference in or attached to this contract.

☐

29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN  
(Type or print)

31a. NAME OF CONTRACTING OFFICER (Type or print)

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. DATE

BY

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 3 OF 43 PAGES
<p>SECTION B SUPPLIES OR SERVICES AND PRICES</p> <p>GENERAL OVERVIEW This acquisition is 100% set-aside for small business concerns in accordance with FAR 52.219-6. The resulting contract will be a firm fixed-price contract.</p> <p>ELECTRONIC SOLICITATION This solicitation, including all attachments, and any amendments, is only available electronically at the beta SAM website <a href="https://beta.sam.gov/">https://beta.sam.gov/</a>. Bidders are cautioned that it is their responsibility to access the website for any amendments that may be issued under the solicitation. There will be no advance notification of amendment issuance. Bidders are advised to consult the website frequently to check for any amendments since an amendment may be issued up until the bid opening date and time. Failure to acknowledge amendments may render our bid non-responsive and ineligible for award.</p> <p>Access to the solicitation package to include the specifications and drawings will only be made available to prospective offerors via the beta SAM website at <a href="https://sam.gov/">https://sam.gov/</a>. Hard copies of the solicitation will not be distributed.</p> <p>BID BOND A bid bond is required. Failure to provide a bid bond for an adequate amount shall result in rejection of bid. Required amount for bid bond is twenty percent (20%). Reference Section L, FAR Provision 52.228-1.</p> <p>PERFORMANCE AND PAYMENT BONDS The successful bidder shall be required to furnish performance and payment bonds to the Contracting Officer as follows: (Reference Section I, FAR Clause 52.228-15) (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.</p> <p>INSURANCE Reference FAR Clause 52.228-5 Insurance-Work on a Government Installation located in this solicitation. The minimum amount/kind of insurance required is shown below:  Workers' Compensation and Employer's Liability - \$100,000 (except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.) General Liability- \$500,000 per occurrence Automobile Liability - Property damage \$20,000 per occurrence, Bodily injury \$200,000 per person and \$500,000 per occurrence.</p> <p>When requested by the Contracting Officer, the Contractor shall provide a copy of all subcontractors' proofs of required insurance no later than five (5) days before each subcontractor commence work on the Government installation.</p> <p>NOTICE TO ALL PROSPECTIVE BIDDERS To receive an award resulting from this solicitation, your company must be registered in the System for Award Management (SAM) Database. Reference FAR clause 52.204-7. SAM website is <a href="https://www.sam.gov">https://www.sam.gov</a>.</p> <p>All responsible small business concerns may submit a bid which shall be considered by this agency. The Government intends to award a contract as a result of this IFB. Award will be made to the lowest responsive, responsible bidder. An offeror must be determined responsible according to the standards of FAR Subpart 9 to be eligible for award.</p> <p>MAGNITUDE OF CONSTRUCTION The estimated magnitude of construction is between \$5,000,000.00 and \$10,000,000.00.</p> <p>SITE VISIT DATE, TIME AND LOCATION Due to security measures currently in place, a REAL ID is required. Visitors/vendors who do not possess REAL ID must present two forms of photo identifications to obtain security clearance to DLA Distribution San Joaquin CA (DDJC), Tracy Site.</p> <p>***The Real ID Act of 2005 prohibits federal agencies from accepting, for official purposes, drivers' licenses and identification cards from states not meeting minimum security standards for license issuance. Although a state or territory may be compliant or have an extension, if the driver's license or state identification card presented for access to DoD installations has "Not Valid for Federal Purposes", "Federal Limits May Apply", or other similar language on it, it cannot be used for unescorted access to DoD installations.</p> <p>If someone arrives and their License or ID states "Not Valid for Federal Purposes", "Federal Limits May Apply", or other similar language on it we cannot accept it. They will need a Passport Book/Passport Card, Weapons Permit, Veterans Affairs ID, Military ID or their original Social Security Card plus their original Birth Certificate. If none is provided access will be denied until acceptable documents are shown. Passes can be given out for 1day ESCORTED only for those who do not have proper identification.</p> <p>Procedures for security access require all visitors and vendors to go to the DBIDS website: <a href="http://dbids.dmdc.mil">http://dbids.dmdc.mil</a> and complete the online pre-registration. After your information is submitted in the system, a confirmation code will be provided at the last page. Copy this confirmation code, completely fill in the rest of the information in the attached spreadsheet (entitled Visitor-Contractor Pre-Enrollment) and email it to the designated Government sponsor or Contracting Officer Representative (COR) at least three (3) business days (excluding weekends) prior to scheduled</p>		
CONTINUED ON NEXT PAGE		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 4 OF 43 PAGES
--------------------	--	--------------------

arrival. DLA Distribution San Joaquin CA (DDJC) Security office must run a background security check on the visitor's driver license. See Attachment 9.

Visitors/vendors shall send the information in an email to Marcos Salazar, marcos.salazar@dla.mil.

Reference Section L, FAR Provision 52.236-27 for specific date, time and location.

All visitors will be required to wear safety shoes when visiting the job site location.

Visitors/vendors must check in at the Pass and ID Office located at Building 128 at the Employee Gate Entrance. The Employee gate entrance is located 0.37 miles south of W Schulte Rd and 0.65 miles north of Valpico Rd. on South Chrisman Rd. The military installation address is: 25600 S. Chrisman Road, Tracy, CA 95304. We will meet in the parking lot for Pass & ID building. POC for the site visit is Marcos Salazar at (209)839-4138.

Note: Site Visit attendees will be disqualified from access, pending the following criteria.

1. The individual is known to be or reasonably suspected of being a terrorist or belongs to an organization with known terrorism links/support.
2. The installation is unable to verify the individual's claimed identity, citizenship, immigration status, or Social Security Number (SSN).
3. There is a reasonable basis to believe the individual has submitted fraudulent information concerning his or her identity.
4. There is a reasonable basis to believe the individual will attempt to gain unauthorized access to classified documents, information protected by the Privacy Act, information that is proprietary in nature, or other sensitive or protected information.
5. There is a reasonable basis to believe the individual will unlawfully or inappropriately use an access credential outside the workplace.
6. There is a reasonable basis to believe based on an individual's criminal or dishonest history, that issuance of an access credential poses an unacceptable risk to the installation/mission.
7. The individual has been charged, titled or convicted for espionage, sabotage, treason, terrorism, or murder.
8. The individual has been charged, titled or convicted of a firearms or explosive violation within the past ten years.
9. The individual has been charged, titled or convicted of sexual assault, armed robbery, rape, child molestation, child pornography, trafficking in humans, drug possession with intent to sell or drug distribution.
10. There is a reasonable basis to believe, based on the individual's material, intentional false statement, deception, or fraud in connection with Federal or contract employment, that issuance of an access credential poses an unacceptable risk to the installation/mission.
11. There is a reasonable basis to believe, based on the nature or duration of the individual's alcohol abuse without evidence of substantial rehabilitation, that issuance of an access credential poses an unacceptable risk to the installation/mission.
12. There is a reasonable basis to believe, based on the nature or duration of the individual's illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation, that issuance of an access credential poses an unacceptable risk to the installation/mission.
13. The individual has been charged, titled, or convicted of illegal possession or use of drugs/narcotics within five (5) years from the date access to DLA Distribution Depot San Joaquin is requested.
14. The individual is charged, titled, or has been convicted of an offense involving drug trafficking, possession with intent to sell or drug distribution within 10 years from the date access to DLA Defense Distribution Depot San Joaquin is requested.
15. The individual has knowingly and willfully engaged in acts or activities designed to overthrow the U.S. Government by force.
16. The individual's name appears on any Federal or State agency's watch list or hit list for criminal behavior or terrorist activity (follow originating agency's handling instructions).
17. The individual has been charged, titled, or convicted of a felony involving violence against a person; arson, robbery or burglary within five (5) years from the date access to DLA Defense Distribution Depot San Joaquin is requested.
18. The individual is on probation for any felony.

BID SUBMISSION.

BIDS MUST BE SUBMITTED IN ELECTRONIC FORMAT ONLY. ELECTRONIC BIDS MUST BE RECEIVED IN THIS OFFICE BY THE BID OPENING DATE AND TIME IAW FAR 14.304.

Bids shall not be sent via US Postal Service or Commercial Carrier (i.e., FedEx, UPS, DHL, etc.) or hand delivered. Only electronic submission via DoD SAFE Web Application (<https://safe.apps.mil>) in PDF or Microsoft Word Format shall be considered. Files shall be sent via DoD SAFE to paul.holbert@dla.mil and joshua.woodworth@dla.mil. The DoD SAFE link with the complete bid package must be timestamped or received in the Acquisition Specialist's Paul Holbert e-mail on or before the bid opening deadline. Instructions on the use of DoD SAFE are below. The bid must be uploaded to the DoD SAFE link prior to the date and time of Bid opening deadline to be considered responsive. Files added to the DoD SAFE link after the bid opening time shall not be considered. It is highly encouraged that the bidder confirm that all of the bid document(s) have been received by the Acquisition Specialist before the opening time.

Bidders are reminded of the regulation contained in FAR 14.304 - Submission, modification, and withdrawal of bids for timeliness of bid submissions regarding transmission through an electronic commerce method. All received submissions will be acknowledged with a reply email of "Received" from the Acquisition Specialist. If a bidder does not receive this reply email it is their responsibility to contact the Acquisition Specialist, via Email at paul.holbert@dla.mil for verification of submittal receipt.

Instructions on the use of DoD SAFE for upload of your bid:

Bidders will not have the capability to upload bids without a Drop-Off request. Bidders must send an email to the Contract Specialist at paul.holbert@dla.mil to receive a Drop-Off request. The deadline to request a Drop-Off is 2

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 5 OF 43 PAGES
<p>hours prior to bid opening.</p> <p>Drop off request will be initiated by the contract specialist beginning June 20, 2023. Once initiated <a href="https://safe.apps.mil">https://safe.apps.mil</a> will send out an automated email containing the web link that is necessary for the upload of your bids. An access code will not be required since you will be given the direct web link.</p> <p>If you have requested a Drop-Off after June 20, 2023 then:</p> <ol style="list-style-type: none"> <li>1. Please watch for the following email: <ol style="list-style-type: none"> <li>a. Email address: NoReplyTo@mail.mil</li> <li>b. Subject line: [DoD Safe] SP3300-23-B-0001 solicitation bids</li> </ol> </li> <li>2. Follow web link in email. You might get a warning message about the website being secure. Please continue.</li> <li>3. The email "From" box will display your email address</li> <li>4. The email "To" box will display the contract specialists alternate email address. <ol style="list-style-type: none"> <li>a. Delete the existing email address by clicking on the red circle with minus sign.</li> <li>b. Click on the green circle with plus sign and enter: paul.holbert@dla.mil, then click ADD</li> <li>c. Enter: joshua.woodworth@dla.mil then click ADD &amp; Close.</li> </ol> </li> <li>5. Upload your file(s) by dragging them from file location to the drop box area. File(s) will be listed upon successful upload.</li> <li>6. When ready to send file(s), click the "Drop-off Files" box.</li> <li>7. A pop up window appears, saying "Confirm that the files in this upload do NOT contain classified information. By clicking "OK", you are confirming that the files do not contain classified information and are aware that your organization will be held accountable for non-compliant data sent through the system. <ol style="list-style-type: none"> <li>a. Click OK</li> </ol> </li> <li>8. A pop up window appears saying "Uploading" then disappears</li> <li>9. After successful upload of file(s), the screen will say: Drop-Off Completed and you will see your file(s) listed.</li> <li>10. When the contract specialist and contracting officer download your file(s), you will receive an email confirmation.</li> </ol> <p>* All documents submitted must be clearly marked with the Offeror's Name and solicitation number. The following statement must be in the header and the footer of each page of the electronic document: "FOR OFFICIAL USE ONLY - SOURCE SELECTION INFORMATION - SEE FAR 2.101 AND 3.104"</p> <p>** Bidders are reminded to allow sufficient time for their bids to upload, transmit, and timestamp. Therefore, waiting until the last minute to attempt transmission of your bid could result in your bid being deemed late should the website encounter performance or technical issues.</p> <p><b>BID OPENING DATE, TIME AND LOCATION</b></p> <p>Bid Opening will be held on June 21, 2023 at 10:00 AM pacific standard time. Bid Opening will be held via teleconference. Any vendor submitting a bid who is interested in attending the bid opening should email Paul Holbert at paul.holbert@dla.mil two days prior to the bid opening to receive the phone number and access code.</p> <p>Please take note that the contracting office, and bid submission address is in New Cumberland, Pennsylvania. Hand delivering your bid to DDJC will not be accepted.</p> <p><b>BIDS</b></p> <p>Bidders must complete Blocks 14 through 20c on the Standard Form (SF) 1442. Bidders must provide all information requested in Section K Representations, Certifications, and Other Statements of Offerors.</p> <p>The first two(2) CLINS (0001 and 0002) are identified as Base CLINs with the following 3 CLINs (0003 thru 0005) identified as Optional CLINS. Bidders shall price all five(5) CLINs. The award will be based on the overall total lowest priced, responsive, responsible bid received for CLINS 0001-0005. All CLINS must be priced. The Government will award the first 2 CLINS and then may choose any one or all, or any combination thereof, of the three(3) Optional CLINS.</p> <p><b>CLAUSES AND PROVISIONS</b></p> <p>Clauses and provisions from the Federal Acquisition Regulation (FAR), the Department of Defense (DOD) FAR Supplement (DFARS), and the Defense Logistics Acquisition Directive (DLAD) are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.</p> <p><b>WORKING HOURS:</b></p> <p>The work shall be performed during regular working hours which consist of an 8-1/2 hour period established by the Contracting Officer, Monday through Friday, from 7:00am to 3:30pm (including clean-up), excluding Government holidays. Any work requiring power shut down shall be done on Sundays as approved by Contracting Officer in advance. Any work required to be conducted outside of regular working hours requires advance Contracting Officer approval.</p> <p>Federal holidays are those days officially observed by the Federal Government. Saturday holidays are observed on the preceding Friday and Sunday holidays the following Monday. New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July Fourth, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other day as may be declared by the President to be a Federal holiday.</p> <p>Construction Wage Determination Number CA20230018 Modification Dated 4/14/2023 applies. See Attachment 1.</p> <p><b>PERFORMANCE PERIOD</b></p> <p>Contractor shall commence work upon Notice to Proceed and shall complete the entire work ready for use within 600(20 Months) calendar days after receipt of Notice to Proceed.</p> <p><b>INVOICING</b></p> <p>The Contractor shall submit payment requests and receiving reports using Wide Area Work Flow (WAWF). Instructions are found in Section G of this solicitation under DFARS Clause 252.232-7006 Wide Area Work Flow Payment Instructions (MAY 2013)</p>		
CONTINUED ON NEXT PAGE		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 6 OF 43 PAGES
<p>ALL QUESTIONS</p> <p>Questions shall be submitted by electronic mail to the Acquisition Specialist, Paul Holbert via email at paul.holbert@dla.mil with the appropriate subject: SP3300-23-B-0001 IFB Question; All SP3300-23-B-0001 Site Visit Questions must be received by 10:00 A.M. Pacific time on 5 June, 2023. Questions received after this date and time may not receive a response. No questions may be submitted during the Site Visit. Answers to questions will be posted to the beta SAM website <a href="https://beta.sam.gov/">https://beta.sam.gov/</a> via an amendment to the IFB.</p> <p>LIQUIDATED DAMAGES: yes</p> <p>FAR 52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION (SEP 2000)</p> <p>(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,173.83 for the first day and \$1,173.83 for each calendar day of delay after that until the work is completed or accepted.</p> <p>(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.</p> <p>(End of Clause)</p> <p>SCHEDULE OF SUPPLIES/SERVICES</p> <p>Note: The following project description is for the purpose of general information and is not intended to include and describe every feature or item or to define the scope of work.</p> <p>PROJECT DESCRIPTION:</p> <p>This project will provide construction services to Replace a 12KV Overhead Powerline to a 12KV Underground Powerline.</p> <p>This project will consist of providing all labor, supervision, materials, tools, and equipment to "Replace 12KV Overhead to Underground Powerline" project.</p> <p>The project includes the following work:</p> <p>Project Description:</p> <p>Provide the necessary labor, material and/or equipment to perform all work associated with performing the following tasks but not limited to:</p> <p>The work includes removal of overhead 12KV lines, auxiliary communications equipment (where installed), and poles and the subsequent installation of new underground conduits, duct banks, manholes, lighting poles, transformers and other accessories to ensure a complete working power distribution system. The northern segment of the existing overhead 12kV is located along First Street between Ennis Drive and B Street, while the southern segment runs south from D Street and wraps around the south end of the facility up to 5th Street. All work shall be performed complete and in accordance with the Specifications including Scope of Work and Drawings.</p> <p>SUMMARY OF WORK: Attachment 2</p> <p>SPECIFICATIONS: Attachment 3</p> <p>DRAWING NO(S): Attachment 4A through 4F</p> <p>APPLICABLE SUBMITTAL REGISTERS: Attachment 5</p> <p>PRE-CONSTRUCTION MEETING AND INITIAL and FINAL SUBMITTALS: SECTION F</p> <p>CONTINUED ON NEXT PAGE</p>		

## SECTION B

SUPPLIES/SERVICES: Z2GZ-V00010014

## ITEM DESCRIPTION:

From pole A4 to pole 18A

Provide the necessary labor, material, and/or equipment to perform all work as called out in the drawings and specifications.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Z2GZ-V00010014	1.000	JB	\$ _____	\$ _____
	FROM POLE A4 TO				
	POLE 18A				

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

.

PERIOD OF PERFORMANCE: 07/01/2023 - 02/20/2025

.

SUPPLIES/SERVICES: Z2GZ-V00010014

## ITEM DESCRIPTION:

Building 205 Disconnect Switch

Provide the necessary labor, material, and/or equipment to perform all work as called out in the drawings and specifications.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Z2GZ-V00010014	1.000	JB	\$ _____	\$ _____
	BUILDING 205				
	DISCONNECT SWITCH				

PREP FOR DELIVERY:

.

PERIOD OF PERFORMANCE: 07/01/2023 - 02/20/2025

.

SUPPLIES/SERVICES: Z2GZ-V00010014

## ITEM DESCRIPTION:

From pole 34 to pole 36

Provide the necessary labor, material, and/or equipment to perform all work as called out in the drawings and specifications.

\*\*\*This is an Optional CLIN\*\*\*Proposers shall price all five(5) CLINs. The award will be based on the overall total lowest priced, responsive, responsible proposal received for all CLINs 0001-0005. All CLINS must be priced. The Government will award the first 2 CLINs and then may choose to award any or all of CLINs 0003, 0004, and 0005 or none.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Z2GZ-V00010014	1.000	JB	\$ _____	\$ _____
	FROM POLE 34 TO				
	POLE 36				

PRICING TERMS: Firm Fixed Price

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 8 OF 43 PAGES
--------------------	--	--------------------

## SECTION B

SUPPLY/SERVICE: Z2GZ-V00010014 CONT'D

PREP FOR DELIVERY:

.

PERIOD OF PERFORMANCE: 07/01/2023 - 02/20/2025

.

SUPPLIES/SERVICES: Z2GZ-V00010014

ITEM DESCRIPTION:

From pole 36 to pole 41

Provide the necessary labor, material, and/or equipment to perform all work as called out in the drawings and specifications.

\*\*\*This is an Optional CLIN\*\*\*Proposers shall price all five(5) CLINs. The award will be based on the overall total lowest priced, responsive, responsible proposal received for all CLINs 0001-0005. All CLINS must be priced. The Government will award the first 2 CLINs and then may choose to award any or all of CLINs 0003, 0004, and 0005 or none.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Z2GZ-V00010014 FROM POLE 36 TO POLE 41	1.000	JB	\$ _____	\$ _____

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

.

PERIOD OF PERFORMANCE: 07/01/2023 - 02/20/2025

.

SUPPLIES/SERVICES: Z2GZ-V00010014

ITEM DESCRIPTION:

From pole 41 to pole 47

Provide the necessary labor, material, and/or equipment to perform all work as called out in the drawings and specifications.

\*\*\*This is an Optional CLIN\*\*\*Proposers shall price all five(5) CLINs. The award will be based on the overall total lowest priced, responsive, responsible proposal received for all CLINs 0001-0005. All CLINS must be priced. The Government will award the first 2 CLINs and then may choose to award any or all of CLINs 0003, 0004, and 0005 or none.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Z2GZ-V00010014 FROM POLE 41 TO POLE 47	1.000	JB	\$ _____	\$ _____

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

.

PERIOD OF PERFORMANCE: 07/01/2023 - 02/20/2025

.

CONTINUED ON NEXT PAGE



SECTION B

SUPPLY/SERVICE: Z2GZ-V00010014 CONT'D

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0001	7002204151	0001	N/A	N/A	N/A	03/24/2023
0002	7002204150	0001	N/A	N/A	N/A	03/24/2023
0003	N/A	N/A	N/A	N/A	N/A	03/24/2023
0004	N/A	N/A	N/A	N/A	N/A	03/24/2023
0005	N/A	N/A	N/A	N/A	N/A	03/24/2023

\*\*\*\*\*

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 10 OF 43 PAGES
--------------------	--	---------------------

**SECTION C - SPECIFICATIONS/SOW/SOO/ORD**

The following documents are provided as part of the solicitation package and shall be used in the execution of work under this contract:

SCOPE OF WORK, SPECIFICATIONS AND DRAWINGS

FOR

12KV Overhead to Underground Powerline Replacement Defense Logistics  
Agency DLA Distribution San Joaquin, CA

LOCATED AT SECTION J OF THIS SOLICITATION are ATTACHMENTS 2,3, 4 AND 5

(END OF SECTION C)

**SECTION D - PACKAGING AND MARKING**

This section is not used.

(END OF SECTION D)

**SECTION E - INSPECTION AND ACCEPTANCE**

FAR 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)  
FAR 52.246-13 INSPECTION-DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)  
FAR 52.246-21 -- WARRANTY OF CONSTRUCTION (MAR 1994)

(END OF SECTION E)

**SECTION F - DELIVERIES OR PERFORMANCE**

FAR 52.211-13 TIME EXTENSIONS (SEP 2000)  
  
FAR 52.242-14 SUSPENSION OF WORK (APR 1984)

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

The Contractor shall be required to commence work under this contract upon receipt of the notice to proceed (NTP) and complete all work to include close out documentation within 600 calendar days after receipt of the NTP according to the following schedule:

PRE-CONSTRUCTION MEETING AND INITIAL SUBMITTALS:

A Pre-Construction Meeting will be scheduled no later than ten (10) days after the Notice to Proceed is issued. The Contractor shall provide all Pre-Construction Submittal items indicated as "SD-01 Pre-Construction Submittals"

CONTINUED ON NEXT PAGE

**SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)**

in Section 01 33 00 of the Technical Specifications and on the Submittal Register (Form 4288) for this Section. All Submittals not delivered to the Pre-Construction Meeting shall be shown in the Form 4288 with scheduled dates of delivery. All Submittals for any specific definable feature of work shall be received and approved before any work related to that feature of work may commence. All Manufacturer Installation Instruction Manuals shall be included in the Pre-Construction submittal package as well as in the close out O&Ms.

1. Special Note regarding submission of Pre-Construction Submittals:

- a. The Contractor shall provide the COR with written documentation of the Construction Progress Schedule that will be adhered to, ensuring that all Pre-Construction Submittals not provided during the Pre-Construction Meeting are submitted in a timely fashion.
- b. The Construction Progress Schedule shall include activities and durations for Government Submittal review (14/21 calendar day review time, as allotted by the spec), utility interruption requests, progress/coordination meetings, etc., as well as all definable features of work.
- c. If the Construction Progress Schedule is revised so shall the Submittal Register in accordance with the requirements of section 01 33 00, paragraph 1.9.

## FINAL SUBMITTALS:

Contractor shall provide the following submittal items, as applicable, 30 calendar days prior to completion of the work and prior to Final Payment:

- a. Operation and Maintenance Manuals
- b. Warranties / Guaranties
- c. All Testing and Inspection Reports
- d. As-Built Drawings

(End of Clause)

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

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$1,173.83** for each calendar day of delay until the work is completed or accepted.

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

(End of Clause)

(END OF SECTION F)

**SECTION G - CONTRACT ADMINISTRATION DATA**

## DFARS 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(Revised October 21, 2016)

(a) *Definition.* "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of Clause)

## DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

**CONTINUED ON NEXT PAGE**

**SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)**

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

"Contract financing payment" means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include --

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include --

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

"Electronic form" means any automated system that transmits information electronically from the initiating system to affected systems.

"Invoice payment" means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include --

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

"Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

"Receiving report" means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 13 OF 43 PAGES
<p><b>SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)</b></p> <p>(1) Electronic Data Interchange.</p> <p>(2) Secure File Transfer Protocol.</p> <p>(3) Direct input through the WAWF website.</p> <p>(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when --</p> <p>(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;</p> <p>(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);</p> <p>(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or</p> <p>(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.</p> <p>(e) Information regarding WAWF is available at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>.</p> <p>(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests</p> <p>(End of clause)</p> <p><b>DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)</b></p> <p>a) Definitions. As used in this clause --</p> <p>"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.</p> <p>"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).</p> <p>"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.</p> <p>"Payment request" and "receiving report" are defined in the clause at 252.232-7003 , Electronic Submission of Payment Requests and Receiving Reports.</p> <p>(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.</p> <p>(c) WAWF access. To access WAWF, the Contractor shall --</p> <p>(1) Have a designated electronic business point of contact in the System for Award Management at <a href="https://www.sam.gov">https://www.sam.gov</a>; and</p> <p>(2) Be registered to use WAWF at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a> following the step-by-step procedures for self-registration available at this web site.</p> <p>(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 <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a></p> <p>(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.</p> <p>(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and</p> <p style="text-align: right;"><b>CONTINUED ON NEXT PAGE</b></p>		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 14 OF 43 PAGES
--------------------	--	---------------------

## SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)

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):

(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.

N/A

(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.

2 in 1 Invoice Type

(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 financing, submit a commercial 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\*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC SL4701

Issue By DoDAAC SP3300

Admin DoDAAC SP3300

Inspect By DoDAAC SB3200

Ship To Code N/A

Ship From Code N/A

Mark For Code N/A

Service Approver (DoDAAC) N/A

Service Acceptor (DoDAAC) SB3200

Accept at Other DoDAAC N/A

LPO DoDAAC N/A

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 15 OF 43 PAGES
--------------------	--	---------------------

## SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)

DCAA Auditor DoDAAC N/A

Other DoDAAC(s) N/A

(\*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(\*\*Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(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 point of contact.

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

N/A

Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

THE FOLLOWING LINK IS FOR GOVERNMENT USE ONLY (PAYMENT INSTRUCTIONS)

[https://www.acq.osd.mil/dpap/dars/pgi/pgi.htm/PGI204 71.htm#payment instructions](https://www.acq.osd.mil/dpap/dars/pgi/pgi.htm/PGI204%2071.htm#payment%20instructions)

(END OF SECTION G)

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

SECTION H - SPECIAL CONTRACT REQUIREMENTS

This section is not used.

(END OF SECTION H)

## SECTION I - CONTRACT CLAUSES

FAR 52.202-1 DEFINITIONS (JUN 2020)

FAR 52.203-3 GRATUITIES (APR 1984)

FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 16 OF 43 PAGES
<b>SECTION I - CONTRACT CLAUSES (CONTINUED)</b>  FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)  FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)  FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)  FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)  FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)  FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)  FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)  FAR 52.204-2 ALT II SECURITY REQUIREMENTS (MAR 2021)  FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)  FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)  FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)  FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)  FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)  FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)  FAR 52.208-9 Contractor Use of Mandatory Sources of Supply or Services (MAY 2014) FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)  FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)  FAR 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)  FAR 52.214-26 AUDIT AND RECORDS --SEALED BIDDING (JUN 2020)  FAR 52.214-27 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA- MODIFICATIONS-SEALED BIDDING (JUN 2020) (DEVIATION 2022-00001)  FAR 52.214-28 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS- SEALED BIDDING (JUN 2020) (DEVIATION 2022-00001).  FAR 52.214-29 ORDER OF PRECEDENCE - SEALED BIDDING (JAN 1986)  FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)  FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2022)  FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022)  FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)  FAR 52.222-3 CONVICT LABOR (JUN 2003)  FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION (MAY 2018)		
CONTINUED ON NEXT PAGE		



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 17 OF 43 PAGES
--------------------	--	---------------------

## SECTION I - CONTRACT CLAUSES (CONTINUED)

FAR 52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)

FAR 52.222-7 WITHHOLDING OF FUNDS (MAY 2014)

FAR 52.222-8 PAYROLLS AND BASIC RECORDS (JUL 2021)

FAR 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)

FAR 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

FAR 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)

FAR 52.222-12 CONTRACT TERMINATION-DEBARMENT (MAY 2014)

FAR 52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)

FAR 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

FAR 52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

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

FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

FAR 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015)

FAR 52.222-30 Construction Wage Rate Requirements-PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (AUG 2018)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022)

FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (AJN 2022)

FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)

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

FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

FAR 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLOUROCARBONS (JUN 2016)

FAR 52.223-12 MAINTENANCE, SERVICE REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (JUN 2016)

FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018)

FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)

FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

FAR 52.224-2 PRIVACY ACT (APR 1984)

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)

FAR 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 18 OF 43 PAGES
--------------------	--	---------------------

## SECTION I - CONTRACT CLAUSES (CONTINUED)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT \ (JUN 2020)

FAR 52.227-4 PATENT INDEMNITY --CONSTRUCTION CONTRACTS (DEC 2007)

FAR 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

FAR 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

FAR 52.228-11 INDIVIDUAL SURETY - PLEDGE OF ASSETS (FEB 2021)

FAR 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (DEC 2022)

FAR 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

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

FAR 52.229-3 FEDERAL, STATE AND LOCAL TAXES (FEB 2013)

FAR 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

FAR 52.232-17 INTEREST (MAY 2014)

FAR 52.232-23 Alt I ASSIGNMENT OF CLAIMS (MAY 2014) ALTERNATE I (APR 1984)

FAR 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)

FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER --SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

FAR 52.233-1 DISPUTES (MAY 2014)

FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)

FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

FAR 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

FAR 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

FAR 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

FAR 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

FAR 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

FAR 52.236-8 OTHER CONTRACTS (APR 1984)

FAR 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

FAR 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

FAR 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

FAR 52.236-12 CLEANING UP (APR 1984)

FAR 52.236-13 ACCIDENT PREVENTION (NOV 1991)

FAR 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

FAR 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

FAR 52.236-17 LAYOUT OF WORK (APR 1984)

FAR 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)  
ALTERNATE I (APR 1984)

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 19 OF 43 PAGES
--------------------	--	---------------------

## SECTION I - CONTRACT CLAUSES (CONTINUED)

FAR 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

FAR 52.242-13 BANKRUPTCY (JUL 1995)

FAR 52.242-14 SUSPENSION OF WORK (APR 1984)

FAR 52.243-4 CHANGES (JUN 2007)

FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2023)

FAR 52.245-1 GOVERNMENT PROPERTY (SEP 2021)

FAR 52.245-9 USE AND CHARGES (APR 2012)

FAR 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

FAR 52.248-3 VALUE ENGINEERING - CONSTRUCTION (OCT 2020)

FAR 52.249-2 Alt I TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  
(APR 2012) ALTERNATE I (SEP 1996)

FAR 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

DFARS 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (JAN 2023)

DFARS 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022)

DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019)

DFARS 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)

DFARS 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors (JAN 2023)

DFARS 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

DFARS 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION  
(JAN 2023)

DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (JAN 2023)

DFARS 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

DFARS 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)

DFARS 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

DFARS 252.223-7006 PROHIBITION ON STORAGE, TREATMENT AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (SEP 2014)

DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023)

DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022)

DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL  
BUSINESS CONCERNS (JAN 2023)

DFARS 252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 20 OF 43 PAGES
--------------------	--	---------------------

## SECTION I - CONTRACT CLAUSES (CONTINUED)

DFARS 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

DFARS 252.236-7000 MODIFICATION PROPOSALS-PRICE BREAKDOWN (DEC 1991)

DFARS 252.236-7005 AIRFIELD SAFETY PRECAUTIONS (DEC 1991)

DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022)

DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA-BASIC (JAN 2023)

FAR 52.219-28 Post-Award Small Business Program Rerepresentation (MAR 2023)

Post-Award Small Business Program Rerepresentation (Mar 2023)

(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, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition --

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 21 OF 43 PAGES
--------------------	--	---------------------

## SECTION I - CONTRACT CLAUSES (CONTINUED)

- (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)

**CONTINUED ON NEXT PAGE**

SECTION I - CONTRACT CLAUSES (CONTINUED)

Alternate I (Mar 2020). As prescribed in 19.309(c)(2), substitute the following paragraph (h)(1) for paragraph (h)(1) of the basic clause:

(h)(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

NAICS Code	Small business concern (yes/no)
_____	_____
_____	_____
_____	_____

[Contracting Officer to insert NAICS codes.]

FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAR 2008)

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

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

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

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

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

(2) Submit this estimate to Defense Distribution Center, Acquisition Operations, Attn: Mogen Gilson, 430 Mifflin Ave Suite 3102A, New Cumberland PA 17070-5008.

(End of Clause)

FAR 52.225-9 Buy American - Construction Materials (OCT 2022)

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

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

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

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

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

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

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 23 OF 43 PAGES
<p><b>SECTION I - CONTRACT CLAUSES (CONTINUED)</b></p> <p>Materials purchased directly by the Government are supplies, not construction material.</p> <p>Cost of components means --</p> <p>(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or</p> <p>(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.</p> <p>Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.</p> <p>Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.</p> <p>Domestic construction material means --</p> <p>(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-</p> <p>(i) An unmanufactured construction material mined or produced in the United States; or</p> <p>(ii) A construction material manufactured in the United States, if -</p> <p>(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or</p> <p>(B) The construction material is a COTS item; or</p> <p>(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".</p> <p>Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.</p> <p>Foreign construction material means a construction material other than a domestic construction material.</p> <p>Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.</p> <p>Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the</p> <p style="text-align: right;"><b>CONTINUED ON NEXT PAGE</b></p>		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 24 OF 43 PAGES
--------------------	--	---------------------

## SECTION I - CONTRACT CLAUSES (CONTINUED)

product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

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

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

(b) Domestic preference. (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

\_\_\_\_\_[Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph b)(2) of this clause if the Government determines that-

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

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

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

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause.

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

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

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(1) of this clause.

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

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

**CONTINUED ON NEXT PAGE**



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 25 OF 43 PAGES
--------------------	--	---------------------

SECTION I - CONTRACT CLAUSES (CONTINUED)

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

(c) Request for determination of inapplicability of the Buy American statute. (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction Material	Description	Unit	of Measure	Quantity	Price (dollars)*
Item1:					
Foreign construction material					

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 26 OF 43 PAGES
--------------------	--	---------------------

## SECTION I - CONTRACT CLAUSES (CONTINUED)

Domestic construction material \_\_\_\_\_

Item2: \_\_\_\_\_

Foreign construction material \_\_\_\_\_

Domestic construction material

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

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

[Include other applicable supporting information.]

(End of clause)

### FAR 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 twenty five (25) 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)

### FAR 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):

FAR - <https://www.ecfr.gov/current/title-48/chapter-1>  
DFARS - <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>  
DLAD - <https://www.dla.mil/HQ/Acquisition/Policy-and-Directives/>

(End of Clause)

### FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any \_ FAR clause 52.222-8 Payrolls and Basic Records \_\_\_\_\_ clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

### DFARS 252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 27 OF 43 PAGES
--------------------	--	---------------------

## SECTION I - CONTRACT CLAUSES (CONTINUED)

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
  - (2) Federal Food, Drug and Cosmetics Act;
  - (3) Consumer Product Safety Act;
  - (4) Federal Hazardous Substances Act; or
  - (5) Federal Alcohol Administration Act.
- (c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b) (1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")                      ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of Clause)

### DFARS 252.227-7000 NON-ESTOPPEL (OCT 1966)

The Government reserves the right at any time to contest the enforceability, validity, scope of, or the title to any patent or patent application herein licensed without waiving or forfeiting any right under this contract.

(End of clause)

### DFARS 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

**CONTINUED ON NEXT PAGE**

SECTION I - CONTRACT CLAUSES (CONTINUED)

(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:

Title File	Drawing No.
Attachments 4A through 4F	12KVC OH-UG- 1 through 6

(End of Clause)

Defense Logistics Acquisition Directive (DLAD) Procurement Notes Effective [March 31, 2023]  
H14 Contractor Personnel Security Requirements (DEC 2021)

(a) Work to be performed under this contract or task order may, in full or in part, be performed at the Defense Logistics Agency (DLA) Headquarters (HQ), DLA field activity office(s), or other Federally controlled facilities. Prior to beginning work on a contract, DLA requires all contractor personnel working on the Federally-controlled facility to have, at a minimum, an initiated National Agency Check with Written Inquiries (NACI) or NACI equivalent and favorable completion of a Federal Bureau of Investigation (FBI) fingerprint check.

(b) Additionally, in accordance with Department of Defense (DoD) Regulation 5200.2-R, Personnel Security Programs, and DLA Issuance 4314, Personnel Security Program, all DoD contractor personnel who have access to Federally-controlled information systems must be assigned to positions which are designated at one of three information technology (IT) levels, each requiring a certain level of investigation and clearance, as follows:

- (1) IT-I for an IT position requiring a single scope background investigation (SSBI) or SSBI equivalent;
- (2) IT-II for an IT position requiring a National Agency check with Law and Credit (NACLC) or NACLC equivalent; and
- (3) IT-III for an IT position requiring a NACI or equivalent.

Note: IT levels will be designated according to the criteria in DoD 5200.2-R.

(c) Previously completed security investigations may be accepted by the Government in lieu of new investigations if determined by the DLA Intelligence Personnel Security Office to be essentially equivalent in scope to the contract requirements. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. To assist the Government in making this determination, the contractor must provide the following information to the respective DLA Intelligence Personnel Security Office immediately upon receipt of the contract. This information must be provided for each contractor employee who will perform work on a Federally controlled facility and/or will require access to Federally-controlled information systems:

- (1) Full name, with middle name, as applicable, with social security number;
- (2) Citizenship status with date and place of birth;
- (3) Proof of the individual's favorably adjudicated background investigation or NACI, consisting of identification of the type of investigation performed, date of the favorable adjudication, name of the agency that made the favorable adjudication, and name of the agency that performed the investigation;
- (4) Company name, address, phone and fax numbers with email address;
- (5) Location of on-site workstation or phone number if off-site (if known by the time of award); and
- (6) Delivery order or contract number and expiration date; and name of the contracting officer. (d) The contracting officer will ensure that the contractor is notified as soon as a determination is made by the assigned or cognizant DLA Intelligence Personnel Security Office regarding acceptance of the previous investigation and clearance level.

(1) If a new investigation is deemed necessary, the contractor and contracting officer will be notified by the respective DLA Personnel Security Office after appropriate checks in DoD databases have been made.

(2) If the contractor employee requires access to classified information and currently does not have the appropriate clearance level and/or an active security clearance, the DLA Intelligence Personnel Security Office will relay this information to the contractor and contracting officer for further action. Investigations for contractor employees requiring access to classified information must be initiated by the contractor Facility Security Officer (FSO).

(3) The contracting officer will ensure that the respective DLA Intelligence Personnel Security Office initiates investigations for contractor employees not requiring access to classified information (i.e., IT or unescorted entry).

(4) It is the contractor's responsibility to ensure that adequate information is provided and that each

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 29 OF 43 PAGES
--------------------	--	---------------------

## SECTION I - CONTRACT CLAUSES (CONTINUED)

contractor employee completes the appropriate paperwork, as required either by the contracting officer or the DLA Intelligence Personnel Security Office, in order to begin the investigation process for the required clearance level.

(e) The contractor is responsible for ensuring that each contractor employee assigned to the position has the appropriate security clearance level. (f) The contractor shall submit each request for IT access and investigation through the contracting officer to the assigned or cognizant DLA Intelligence Personnel Security Office. Requests shall include the following information and/or documentation:

(1) Standard Form (SF) 85, Questionnaire for Non-Sensitive Positions, or the SF 86, Questionnaire for National Security Positions (see note below);

(2) Proof of citizenship (i.e., an original or a certified copy of a birth certificate, passport, or naturalization certificate); and

(3) Form FD-258, Fingerprint Card (however, fingerprinting can be performed by the cognizant DLA Intelligence Personnel Security Office).

(Note to

(f)(1) above: An investigation request is facilitated through use of the SF 85 or the SF 86. These forms with instructions as well as the Optional Form (OF) 306, Declaration for Federal Employment, which is required with submission of the SF85 or SF 86, are available at the Office of Personnel Management's (OPM) system called Electronic - Questionnaires for Investigations Processing (e-QIP).

Hard copies of the SF85 and SF86 are available at OPM's web-site, [www.opm.gov](http://www.opm.gov), but hard copies of the forms are not accepted.)

(g) Required documentation, listed above in paragraphs (f)(1) through (3), must be provided by the contractor as directed by the contracting officer to the cognizant DLA Intelligence Personnel Security Office at the time of fingerprinting or prior to the DLA Intelligence Personnel Security Office releasing the investigation to OPM.

(h) Upon completion of the NACI, NACLC, SSBI, or other sufficient, appropriate investigation, the results of the investigation will be forwarded by OPM to the appropriate adjudication facility for eligibility determination or the DLA Intelligence Personnel Security Office for review and determination regarding the applicant's suitability to occupy an unescorted entry position in performance of the DLA contract. Contractor personnel shall not commence work on this effort until the investigation has been favorably adjudicated or the contractor employee has been waived into the position pending completion of adjudication. The DLA Intelligence Personnel Security Office will ensure that results of investigations will be sent by OPM to the Department of Defense, Consolidated Adjudications Facility (DoDCAF) or DLA Intelligence Personnel Security Office.

(i) A waiver for IT level positions to allow assignment of an individual contractor employee to commence work prior to completion of the investigation may be granted in emergency situations when it is determined that a delay would be harmful to national security. A request for waiver will be considered only after the Government is in receipt of the individual contractor employee's completed forms, the background investigation has been initiated, and favorable FBI fingerprint check has been conducted. The request for a waiver must be approved by the Commander/Director or Deputy Commander/Director of the site. The cognizant DLA Intelligence Personnel Security Office reserves the right to determine whether a waiver request will be forwarded for processing. The individual contractor employee for which the waiver is being requested may not be assigned to a position, that is, physically work at the Federally controlled facility and/or be granted access to Federally controlled information systems, until the waiver has been approved.

(j) The requirements of this procurement note apply to the prime contractor and any subcontractors the prime contractor may employ during the course of this contract, as well as any temporary employees that may be hired by the contractor. The Government retains the right to request removal of contractor personnel, regardless of prior clearance or adjudication status whose actions, while assigned to this contract, who are determined by the contracting officer to conflict with the interests of the Government. If such removal occurs, the contractor shall assign qualified personnel, with the required investigation, to any vacancy.

(k) All contractor personnel who are granted access to Government and/or Federally controlled information systems shall observe all local automated information system (AIS) security policies and procedures. Violations of local AIS security policy, such as password sharing, performing personal work, file access violations, or browsing files outside the scope of the contract, will result in removal of the contractor employee from Government property and referral to the contractor for appropriate disciplinary action. Actions taken by the contractor in response to a violation will be evaluated and will be reflected in the contractor's performance assessment for use in making future source selection decisions. In addition, based on the nature and extent of any violations of AIS security policy, the Government will consider whether it needs to pursue any other actions under the contract such as a possible termination.

(l) The contractor may also be required to obtain a Common Access Card (CAC) or Installation Access Badge for each contractor employee in accordance with procedures established by DLA. When a CAC is required, the contracting officer will ensure that the contractor follows the requirements of Homeland Security Presidential Directive 12 and any other CAC-related requirements in the contract. The contractor shall provide, on a monthly basis, a listing of all personnel working under the contract that have CACs.

(m) See procurement note H16, Operations Security (OPSEC) For On-site Contractors, for required OPSEC training. Contractor personnel must additionally receive operations security (OPSEC) and information security (INFOSEC) awareness training. The DLA annual OPSEC refresher training and DLA annual INFOSEC training will satisfy these requirements and are available through the DLA Intelligence Office.

(n) When a contractor employee who has been granted a clearance is removed from the contract, the contractor shall provide an appropriately trained substitute who has met or will meet the investigative requirements of

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 30 OF 43 PAGES
--------------------	--	---------------------

## SECTION I - CONTRACT CLAUSES (CONTINUED)

this procurement note. The substitute may not begin work on the contract without written documentation, signed by the contracting officer, stating that the new contractor employee has met one of the criteria set forth in paragraphs (c), (d), or (i) of this procurement note (i.e., acceptance of a previously completed security investigation, satisfactory completion of a new investigation, or a waiver allowing work to begin pending completion of an investigation). Contractor individual employees removed from this contract as a result of a violation of local AIS security policy are removed for the duration of the contract.

(o) The following shall be completed for every employee of the Government contractor working on this contract upon contract expiration. Additionally, the contractor shall notify the contracting officer immediately in writing whenever a contractor employee working on this contract resigns, is reassigned, is terminated, or no longer requires admittance to the Federally-controlled facility or access to Federally controlled information systems. When the contractor employee departs, the contractor will relay departure information to the cognizant DLA Intelligence Personnel Security Office and the Trusted Agent (TA) that entered the individual into the Trusted Associated Sponsorship System (TASS), so appropriate databases can be updated. The contractor will ensure each departed employee has completed the DLA J6 Out-Processing Checklist, when applicable, for the necessary security briefing, has returned any Government furnished equipment, returned the DoD CAC and DLA (or equivalent Installation) badge, returned any DoD or DLA vehicle decal, and requested deletion of local area network account with a prepared Department of Defense (DD) Form 2875. The contractor will be responsible for any costs involved for failure to complete the out-processing, including recovery of Government property and investigation involved.

(p) These contractor security requirements do not excuse the contractor from meeting the delivery schedule/performance requirements set forth in the contract, or waive the delivery schedule/performance requirements in any way. The contractor shall meet the required delivery schedule/performance requirements unless the contracting officer grants a waiver or extension.

(q) The contractor shall not bill for personnel, who are not working on the contract while that contractor employee's clearance investigation is pending.

(End of Clause)

### CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) REQUIREMENTS

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15 and the Contractor Performance Assessment Reporting System (CPARS) Guide at: [http://www.cpars.csd.disa.mil/cparsfiles/pdfs/CPARS\\_User\\_Manual.pdf](http://www.cpars.csd.disa.mil/cparsfiles/pdfs/CPARS_User_Manual.pdf). All information contained in the assessment may be used by the Government, within the limitations of FAR 42.15, for future source selections in accordance with FAR 15.304 where past performance is an evaluation factor. Assessments will be conducted as prescribed by CPARS guidance.

(b) The contractor will be provided with a copy of the assessment. The contractor will have 30 calendar-days to submit comments, additional information, or rebut statements if warranted or desired. The contractor must strictly control access to the assessment while in the Contractor's possession and must ensure that the assessment is never released to persons or entities outside of the contractor's control. After receipt of Contractor's comments or expiration of the 30 day comment period, whichever occurs first, and depending on the Contractor's response the Government will:

- (i) If no comments are received; close the CPAR by the Assessing Official Rep and Reviewing Official
- (ii) If the Contractor concurs with the assessment; accept/update and close the CPAR and forward comments to all reviewers
- (iii) If Contractor does not concur with the assessment, coordinate a final response with Reviewing Official, Assessing Official Representative, and Assessing Official.
- (iv) Enter the final government response and close CPARS.

After completion of one of the appropriate actions, the Assessing Official will notify all individuals that the report is complete. The assessment is considered complete when signed by the Assessing or Reviewing Official.

The official responsible for the corporate operating unit being assessed can submit a written request to receive a copy of the completed CPARS assessment. The assessment is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedures described above and in the CPARS Guide.

Refer to <http://www.cpars.csd.disa.mil/> for details and additional information related to CPARS, CPARS user access (which includes obtaining a PKI certificate), how contract performance assessments are conducted, and how contractors participate.

(End of Text)

(END OF SECTION I)

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 31 OF 43 PAGES
--------------------	--	---------------------

## SECTION I - CONTRACT CLAUSES (CONTINUED)

## SECTION J - LIST OF ATTACHMENTS

### List of Attachments

Description	File Name
ATTACH_1_WD	Attachment 1 Applicable Wage General Decision Number CA20230018 14APR23.pdf
ATTACH_2_SOW	Attachment 2 SOW-DDJC Tracy_12 kV OH to UG Specification_J7.pdf
ATTACH_3_Specifications	Attachment 3 DDJC Tracy_12 kV OH to UG Specification_J7 Rev1.0. pdf
ATTACH_4A_UG_1_Drawi ng	Attachment 4A Drawings 12KV OH-UG-1.pdf
ATTACH_4B_UG_2_Drawi ngs	Attachment 4B Drawings 12KV OH-UG-2.pdf
ATTACH_4C_UG_3_Drawi ngs	Attachment 4C Drawings 12KV OH-UG-3.pdf
ATTACH_4D_UG_4_Drawi ngs	Attachment 4D Drawings 12KV OH-UG-4.pdf
ATTACH_4E_UG_5_Drawi ngs	Attachment 4E Drawings 12KV OH-UG-5.pdf
ATTACH_4F_UG_6_Drawi ngs	Attachment 4F Drawings 12KV OH-UG-6.pdf
ATTACH_5_Submittal_Reg ister	Attachment 5 Submittal Register 12KV OH-UG.pdf
ATTACH_6_Performance_ Bond_Form	Attachment 6 SF25-Performance Bond AUG16. pdf
ATTACH_7_Payment_Bon d_Form	Attachment 7 SF25A-Payment Bond AUG16.pdf
ATTACH_8_Bid_Bond_For m	Attachment 8 SF24-Bid Bond AUG16.pdf
ATTACH_9_Visitor_Contra ctor_Pre_Enrollment	Attachment 9 Visitor-Contractor Pre_Enrollment. xlsx

## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

**FAR 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 or 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.

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 32 OF 43 PAGES
--------------------	--	---------------------

## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(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) Representation. 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 --

**CONTINUED ON NEXT PAGE**



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 33 OF 43 PAGES
--------------------	--	---------------------

## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(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)

### FAR 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

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".

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 34 OF 43 PAGES
--------------------	--	---------------------

## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(c)

(1) *Representation.* 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)

### **FAR 52.223-4 RECOVERED MATERIAL CERTIFICATION (MAY 2008)**

### **FAR 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran --Representation and Certification (JUN 2020)**

### **DFARS 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022)**

(a) Definition. "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the Offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the Offeror, and who are expected to undertake activities on behalf of the Offeror for any resulting contract, are presently in compliance with all applicable post-employment restrictions, including those contained in 18 U.S.C. 207, 41 U.S.C. 2101-2107, 5 CFR part 2641, section 1045 of the National Defense Authorization Act for Fiscal Year 2018 ( Pub. L. 115-91), and Federal Acquisition Regulation 3.104-2.

(End of provision)

(Revised May 30, 2018)

### **FAR 52.204-8 Annual Representations and Certifications (MAR 2023) /DFARS 252.204-7007 Alternate A, Annual Representations and Certifications (MAR 2023)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 237130  
[insert NAICS code].

(2) The small business size standard is \$45M [insert size standard].

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

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

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

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

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

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

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 35 OF 43 PAGES
--------------------	--	---------------------

## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(i) ☐ Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 36 OF 43 PAGES
--------------------	--	---------------------

  

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**

(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 Certifications. This provision applies to all solicitations.

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

☐ (vii) 52.227-6, Royalty Information.

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 37 OF 43 PAGES
--------------------	--	---------------------

## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

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

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

FAR Clause # Title Date Change \_\_\_\_\_

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

(End of provision)

Alternate I (Mar 2023). As prescribed in 4.1202(a), substitute the following paragraph (a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code	Size standard
_____	_____
_____	_____
_____	_____

[Contracting Officer to insert NAICS codes and size standards].

(2) 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, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition --

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

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

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

### **FAR 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 proceeding 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 --

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 38 OF 43 PAGES
--------------------	--	---------------------

## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(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)

(END OF SECTION K)

## SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

FAR 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

FAR 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 2016)

FAR 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

FAR 52.214-5 SUBMISSION OF BIDS (DEC 2016)

FAR 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

CONTINUED ON NEXT PAGE

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

FAR 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

FAR 52.214-10 CONTRACT AWARD - SEALED BIDDING (JUL 1990)

FAR 52.214-12 PREPARATION OF BIDS (APR 1984)

FAR 52.214-18 PREPARATION OF BIDS - CONSTRUCTION (APR 1984)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed-price contract resulting from this solicitation.

(End of Provision)

FAR 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)

FAR 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
24.3%	6.9%
DLA Distribution San Joaquin CA	DLA Distribution San Joaquin CA

These goals are applicable to all of 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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 40 OF 43 PAGES
--------------------	--	---------------------

## SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

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 New Cumberland, PA [Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the state, county, and city].

(End of Provision)

### FAR 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT - CONSTRUCTION MATERIALS (MAY 2014)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b) (3) (i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

**CONTINUED ON NEXT PAGE**



**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)****(d) Alternate offers.**

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested --

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Provision)

**FAR 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 \$ N/A, 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)

**FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

DLA Distribution  
Acquisition Operations  
Attn: Donna A. Kautz  
430 Mifflin Avenue Suite 3102A  
New Cumberland PA 17070-5008

(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)

**FAR 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) - ALTERNATE I (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.

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 42 OF 43 PAGES
--------------------	--	---------------------

## SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

(b) An organized site visit has been scheduled for:

4 June 2020 at 08:00 AM PST

(c) Participants will meet at:

25600 S. Chrisman Road, Tracy, CA 95304. We will meet in the parking lot  
for Pass & ID north of Building 29 at 7:45 AM Pacific and then drive to the site

Refer to specific instructions provided on Page 3 of the IFB in order to ensure that proper documentation is submitted to the Government prior to the site visit.

**BE ADVISED: Only one site visit will be held.** All prospective offerors and subcontractors interested in visiting the site should be available at the above date/time.

(End of Provision)

### BID SUBMISSION:

Bidders must complete Blocks 14 through 20c on the Standard Form (SF) 1442, which includes total price of all CLINs in Block 17. Bidders must provide all information requested in Section K Representations, Certifications, and Other Statements of Offerors. Bidders shall sign and acknowledge all amendments issued on this IFB. All information, certificates, representations, and acknowledgments required in the IFB must be executed and included in the Bid.

Bidders shall Complete CLIN price information in the Schedule of Supplies/Services. \*Bidders must use the CLINs in the Schedule of Supplies/Services. It is not permissible for Bidders to use Bidder created CLINs.\*

Bidders must fill in an amount for each CLIN under Schedule B. If there is not an amount for each CLIN, the bid will be found non-responsive and the bidder will be unable to receive the award.

Please refer to page 4 of the IFB BID SUBMISSION ADDRESS, BID OPENING DATE, TIME AND LOCATION, ACCESS TO THE INSTALLATION FOR THE BID OPENING

### FAR 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):

FAR: <https://acquisition.gov/far/index.html>

DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

(End of Provision)

### DLAD 52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (DEC 2016)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the

party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP3300-23-B-0001	PAGE 43 OF 43 PAGES
--------------------	--	---------------------

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**

(End of Provision)

END OF SECTION L

**SECTION M - EVALUATION FACTORS FOR AWARD**

One award will be made as a result of this solicitation. Award will be based on the lowest priced responsive, responsible bid submitted for Contract Line Item Numbers (CLINs) 0001-0005. Contractors must provide a price for each CLIN.

CLINs 0001 and 0002 are base CLINs and will be awarded. CLINs 0003, 0004, and 0005 are all optional CLINs. Due to the Government's budgetary constraints, the decision to award any of the optional CLINs will be based on the Government's available funding. However, for evaluation purposes, the Government will determine the lowest priced responsive responsible bid based on the total price submitted for all five CLINs. A bidder needs to provide a price for every CLIN to be responsive.

A bidder must be determined responsible according to the standards of FAR Subpart 9 to be eligible for award.

Although the Government intends to award a firm-fixed price contract as a result of this solicitation, the Government reserves the right to reject any and all bids received and not award any item or items from this solicitation.

**FAR 52.214-19 CONTRACT AWARD-SEALED BIDDING CONSTRUCTION (AUG 1996)**

(END OF SECTION M)