


<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140P2122R0048	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 08/31/2022	PAGE OF PAGES 1 88	

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

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 0040590045	6. PROJECT NO.
7. ISSUED BY NPS, WASO - WCP Contracting P.O.Box 25287 MS WCP Denver CO 80225	CODE PWA	8. ADDRESS OFFER TO Ruth Pagan Contracting Officer ruth_pagan@nps.gov	
9. FOR INFORMATION CALL: 	a. NAME	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)	

### SOLICITATION

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

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

The National Park Service, WASO Denver, 4801A Urbana Pike, Frederick, MD, 21704, is soliciting proposals for all labor, materials, equipment and travel necessary for completion of the Mechanical and Structural Upgrades at the Old State House, Boston, Massachusetts. The Old State House is one of the most significant historic sites in the nation, labeled by the Congressional National Historic Sites Commission as the most important public building in American history prior to the Declaration of Independence. The structure is a National Historic Landmark. This project is a partnership between the between the National Park Service (NPS) and Revolutionary Spaces.

A brief summary of the Basic Requirement and Option work follows: A. BASIC REQUIREMENT (1) Remove existing steam heating service, boilers and associated mechanical components and piping. Remove additional HVAC mechanical equipment, components, and conduits, as specified throughout the building. Install new natural gas heating service, boilers and associate mechanical components, and conduits. Install new HVAC mechanical equipment, components, and conduits, throughout the building. Remove and install all new building and exterior perimeter concrete, structural and waterproofing work. B. OPTIONS (1) OPTION 1 Remove and install new fire alarm system devices, components, panels, and wiring. (2) OPTION 2 Remove and Continued ...

11. The Contractor shall begin performance <u>15</u> calendar days and complete it within <u>103</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If "YES", indicate within how many calendar days after award in Item 12b.)	12b. CALENDAR DAYS 15
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by <u>09/30/2022</u> (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 <u>120</u> 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 NO. (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 this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum 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. ACKNOWLEDGEMENT OF AMENDMENTS**

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

AMENDMENT NO.										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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**AWARD** (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

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 <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )
26. ADMINISTERED BY DOI, NPS, WASO - WCP Contracting 7333 W. Jefferson Ave P.O.Box 25287 MS WCP Lakewood CO 80235	CODE <b>PWA</b>	27. PAYMENT WILL BE MADE BY

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

<input type="checkbox"/> 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,	<input type="checkbox"/> 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) Ruth Pagan
30b. SIGNATURE	30c. DATE
	31b. UNITED STATES OF AMERICA BY
	31c. DATE

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>install new light fixture dimming system, devices, components, panels, and wiring. The full project scope is fully detailed in the Drawings and Specifications that will be attached to the posted solicitation.</p> <p>The estimated construction range for this project is between \$1,000,000 and \$5,000,000.</p> <p>A Preproposal Conference and Site Visit is scheduled for September 12th at 9:00 am, EST.</p> <p>The meeting location is the Old State House, located at the intersection of Washington and State Streets, 206 Washington Street, Boston, MA 02109.</p> <p>All work shall be done under a Firm Fixed Price Contract. The Government anticipates award of the Contract on or before January 6, 2023. Proposals will be evaluated by the Technical Evaluation Panel using the Evaluation Criteria and assigned weights identified in Sections L and M of the Solicitation.</p> <p>Information and requirements stated in sections "B" through "J" &amp; attachments noted in section "J" apply to this solicitation and the subsequent contract.</p> <p>NO HARD COPIES OF THE PACKAGE WILL BE ISSUED. An electronic copy of the Technical and Business proposal shall be submitted to the e-mail address identified in the Solicitation package, on or before 12:00 p.m. local prevailing time on September 30, 2022. No hard copy or faxed proposals will be accepted.</p> <p>The point of contact for inquiries and clarifications is Ruth Pagan, Contracting Officer, Telephone Number 254-258-9274. Email address ruth_pagan@nps.gov. The North American Industry Classification System (NAICS) is 236220. The Solicitation is unrestricted.</p> <p>Delivery: 06/16/2023                      Delivery Location Code: 0009060830                      NPS, Historic Pres Trng Ctr                      4801A Urbana Pike                      Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Frederick MD 21704 US  FOB: Destination Period of Performance: 01/06/2023 to 06/16/2023				
00010	The Old State House System Upgrades Product/Service Code: 4530 Product/Service Description: FUEL BURNING EQUIPMENT UNITS  Period of Performance: 03/06/2023 to 06/16/2023				
00020	The Old State House System Upgrades Product/Service Code: 4530 Product/Service Description: FUEL BURNING EQUIPMENT UNITS  Period of Performance: 03/06/2023 to 06/16/2023				

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**SECTION B**  
**SUPPLIES OR SERVICES AND PRICE/COSTS**

Independently, and not as an agent of the Government, the Contractor shall provide all labor, materials, equipment and travel necessary for completion of the Mechanical and Structural Upgrades at the Old State House in Boston, Massachusetts. All work shall be completed in accordance with Attachment 5, Specifications entitled “Mechanical and Structural Upgrades and Exterior Envelope Improvements at The Old State house, BOST, PMIS No. 232487, National Park Service, April 24, 2020, Revised July 22, 2022, 581 pages and Attachment 6, Drawings entitled “Mechanical and Structural Upgrades and at The Old State House, PMIS 232487, Construction Drawings, April 24, 2020, Revised July 26, 2021, 44 sheets.

Work is identified as the Basic Requirement and an Option. Funding is presently available to award the Basic Requirement work. The Option will be added to the awarded contract if funds are available. Option work not awarded as part of the contract will be written into the contract as a priced Option to be added to the contract via written modification. It is anticipated that the work identified as the Basic Requirement and Option would be done during one mobilization period over the course of the project schedule.

**1. BASIC REQUIREMENT**

Work for the Basic Requirements falls within many different Sections of the Specifications B10 Superstructure, B30 Roofing, D20 Plumbing, D30 HVAC, D50 Electrical, F20 Selective Demolition, G10 Site Preparation, G20 Site Improvements, and G30 Mechanical Utilities.

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>CONTRACT LINE ITEM (CLIN) TITLE</b>	<b>QTY</b>	<b>UNIT OF MEASURE</b>	<b>TOTAL PRICE</b>
1	Remove existing steam heating service, boilers and associated mechanical components and piping, as specified. Remove additional HVAC mechanical equipment, components, and conduits, as specified throughout the building. Install new natural gas heating service, boilers and associate mechanical components, and conduits, as specified. Install new HVAC mechanical equipment, components, and conduits, as specified throughout the building. Remove and install all new building and exterior perimeter concrete, structural and waterproofing work, as specified.	1	Lump Sum	\$

**TOTAL BASIC REQUIREMENT (CONTRACT LINE ITEM 1)    \$ \_\_\_\_\_**

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2. **OPTIONS**

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>CONTRACT LINE ITEM (CLIN) TITLE</b>	<b>QTY</b>	<b>UNIT OF MEASURE</b>	<b>TOTAL PRICE</b>
2	Option 1: Remove and install new fire alarm system devices, components, panels and wiring, as specified.	1	Lump Sum	\$
3	Option 2: Remove and install new light fixture dimming system, devices, components, panels, and wiring, as specified.	1	Lump Sum	

**TOTAL OPTIONS (CONTRACT LINE ITEMS 2-3)** \$ \_\_\_\_\_

**TOTAL FIRM-FIXED PRICE** \$ \_\_\_\_\_

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## SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### 1. **BACKGROUND AND OBJECTIVES**

The Old State House is one of the most significant historic sites in the nation, labeled by the Congressional National Historic Sites Commission as “the most important public building in American history prior to the Declaration of Independence”. The structure is a National Historic Landmark and identified in the Park’s enabling legislation. Key events associated with the outbreak of the American Revolution occurred at this site. The site provided a place for citizens and patriots to debate the cause of American liberty and a national identity.

This project is a partnership between the National Park Service and Revolutionary Spaces, Inc. (formerly The Bostonian Society). The National Park Service will provide technical guidance, construction contract procurement, and construction management.

The Old State House currently has building systems that have reached their life-expectancy and provide limited energy efficiency. The objective of this project is to upgrade The Old State House’s HVAC system. Options have also been designed to address the fire alarm, and the lighting dimming systems to reduce energy consumption and improve detection and reduce fire hazards.

The contract consists of providing all travel, labor, materials, equipment and services necessary to address critical climate control, energy efficiency, and fire safety conditions at the Old State House. Upgrades at this site include the following: installation of new high-efficiency boiler, upgrading the system’s four air-handlers, replacing coils and valves. Options include installation of new fire alarm system devices, components, panels and wiring, and installation of new light fixture dimming system, components, panels and wiring.

### 2. **STATEMENT OF WORK**

Independently, and not as an agent of the Government, the Contractor shall provide all labor, materials, equipment and travel necessary for completion of the Mechanical and Structural Upgrades at The Old State House, Boston, Massachusetts. All work shall be completed in accordance with Attachment 5, Specifications entitled “Mechanical and Structural Upgrades and Exterior Envelope Improvements at The Old State house, BOST, PMIS No. 232487, National Park Service, April 24, 2020, Revised July 22, 2022, 581 pages and Attachment 6, Drawings entitled “Mechanical and Structural Upgrades and at The Old State House, PMIS 232487, Construction Drawings, April 24, 2020, Revised July 26, 2021, 44 sheets.

Work is identified as the Basic Requirement and Options. Funding is presently available to award the Basic Requirement work. Options will be added to the awarded contract if funds are available. Option work not awarded as part of the contract will be written into the contract as priced Options to be added to the contract via written modification. It is anticipated that the work identified as the Basic Requirement and Options would be done during one mobilization period over the course of the project schedule.

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The Scope of Work is identified as the Basic Requirement and Options.

A. **BASIC REQUIREMENT**

Work for the Basic Requirements falls within many different Sections of the Specifications identified as B10 Superstructure, B30 Roofing, D20 Plumbing, D30 HVAC, D50 Electrical, F20 Selective Demolition, G10 Site Preparation, G20 Site Improvements, and G30 Mechanical Utilities. A brief summary of the work follows:

- (1) Remove existing steam heating service and associated HVAC mechanical equipment, components, and conduits and replace with new, natural gas heating service and HVAC system.
- (2) Remove and install exterior perimeter concrete, structural and waterproofing work.

B. **OPTIONS**

Work for the Options fall within several different Sections of the Specifications identified as D20 Plumbing, D50 Electrical, F20 Selective Demolition, and G30 Mechanical Utilities. A brief summary of the work follows:

(1) **OPTION 1**

Remove and install new fire alarm system.

(2) **OPTION 2**

Remove and install new lighting fixture dimming system



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**SECTION D**  
**PACKING AND MARKING**

None

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## SECTION E INSPECTION AND ACCEPTANCE

### FAR 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) *Definition.* “Work” includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not—

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer’s written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may—

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor’s right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly

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furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

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## SECTION F DELIVERIES OR PERFORMANCE

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

The Contractor shall be required to (a) commence work under this contract within 15 calendar days calendar day after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 103 calendar days. The time stated for completion shall include final cleanup of the premises.

(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 \$2,522 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)

### **FAR 52.211-13 TIME EXTENSIONS (SEP 2000)**

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of Clause)

### **FAR 52.242-14 SUSPENSION OF WORK (APR 1984)**

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

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted.

(1) by an act of the Contracting Officer in the administration of this contract, or

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

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

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

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

(End of Clause)

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## SECTION G CONTRACT ADMINISTRATION DATA

### 1452.201-70 AUTHORITIES AND DELEGATIONS (SEPT 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or

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upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

#### **1452.204-70 RELEASE OF CLAIMS (JUL 1996)**

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of clause)

#### **NOTICE TO CONTRACTORS - CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (DEC 2015)**

1. FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.
2. The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
3. We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.
4. When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <https://www.cpars.gov/>.
5. Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at <https://www.cpars.gov/>.

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- a. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.
  - b. Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.
  - c. All information provided should be reviewed for accuracy prior to submission.
  - d. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting "Accept the Ratings and Close the Evaluation".
  - e. Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as "Pending" with or without comments and whether or not it has been closed.
  - f. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."
6. The following guidelines apply concerning your use of the past performance evaluation:
- a. Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.
  - b. Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
  - c. Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
7. If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.
8. A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of Notice)

#### **ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INTERNET PAYMENT PLATFORM (APR 2013)**

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the



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Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract. The IPP website address is: <https://www.ipp.gov>.

The contractor shall submit a draft Invoice Package, including copies of the following documents, to the National Park Service's (NPS) COR a minimum of 5 working days prior to submittal of the formal Invoice through IPP. Within 5 working days of receipt, the COR shall provide an acceptability recommendation to both the NPS Contracting Officer's Representative (COR) and the contractor. If the COR recommends acceptance, the contractor shall submit a copy of the final version of the COR's checklist and the Invoice Package to the NPS through IPP.

1. Completed copy of the COR's final Construction Payment Request Checklist (Submit only with the formal submittal to IPP)
2. Completed copy of the Pay Estimate Form (including signed certification of subcontractor payments)
3. Completed copy of the Limitations on Subcontracting Report
4. Certified copies of Payroll Reports per Contract clause 52.222-8 Payrolls and Basic Records.
5. Completed copy of the Payroll Report PII Certification
6. Information required by contract clause 52.232-27, Prompt Payment for Construction Contracts
7. A copy of the current construction schedule (refer to project specification section 013216)
8. A copy of the current Schedule of Values. (refer to project specification section 013216)  
The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) -or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### PRE-PROPOSAL CONFERENCE AND SITE VISIT

A Preproposal Conference and Site Visit is scheduled for September 12, 2022 at 9:00 a.m. The meeting location is the Old State House, located at the intersection of Washington and State Streets, 206 Washington Street, Boston, MA 02109. Three days prior to the meeting email the company and names of those attending the meeting to [ruth\\_pagan@nps.gov](mailto:ruth_pagan@nps.gov).

### SPECIAL CLAUSE 1: OPTION FOR ADDITIONAL SERVICES—SEPARATELY PRICED LINE ITEMS

The Government may require the delivery of the numbered line items identified in the Schedule as option items at the price stated in the Schedule. The Contracting Officer may unilaterally exercise the option by written notice to the Contractor within 120 days after contract award. Performance of added line item tasks shall be at the price negotiated in the contract Schedule.

(End of Clause)

### SPECIAL CLAUSE 2: KEY PERSONNEL

(a) The Contractor shall assign to this contract the following key personnel:

**Project Manager:** \_\_\_\_\_

**On-Site Superintendent:** \_\_\_\_\_

(b) During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 15 calendar-day period, the Contractor shall submit the information required by paragraph

(c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(d) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer.

(End of Clause)

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## SECTION I CONTRACT CLAUSES

### FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

CLAUSE NUMBER	TITLE	DATE
FAR 52.202-1	Definitions	(JUN 2020)
FAR 52.203-3	Gratuities	(APR 1984)
FAR 52.203-5	Covenant Against Contingent Fees	(MAY 2014)
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 52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	(JUN 2020)
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	(JAN 2017)
FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	(MAY 2011)

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<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
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 52.204-14	Service Contract Reporting Requirements	(OCT 2016)
FAR 52.204-18	Commercial and Government Entity Code Maintenance	(AUG 2020)
FAR 52.204-19	Incorporation by Reference of Representations and Certifications	(DEC 2014)
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems	(NOV 2021)
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 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	(NOV 2015)
FAR 52.215-2	Audit and Records - Negotiation.	(JUN 2020)
FAR 52.215-8	Order of Precedence-Uniform Contract Format	(OCT 1997)
FAR 52.219-6	Notice of Total Small Business Set-Aside	(NOV 2020)
FAR 52.219-8	Utilization of Small Business Concerns	(OCT 2018)
FAR 52.219-14	Limitations on Subcontracting	(NOV 2021)

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<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
FAR 52.219-28	Post Award Small Business Program Representation	(SEP 2021)
FAR 52.222-3	Convict Labor	(JUN 2003)
FAR 52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	(MAY 2018)
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 52.222-26	Equal Opportunity	(SEP 2016)
FAR 52.222-27	Affirmative Action Compliance Requirements for Construction	(APR 2015)
FAR 52.222-35	Equal Opportunity for Veterans	(JUN 2020)

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<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
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	(JAN 2022)
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706.	(JAN 2022)
FAR 52.223-5	Pollution Prevention and Right-to-Know Information	(MAY 2011)
FAR 52.223-6	Drug-Free Workplace	(MAY 2001)
FAR 52.223-17	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 52.223-21	Foams	(JUN 2016)
FAR 52.224-1	Privacy Act Notification	(APR 1984)
FAR 52.224-2	Privacy Act	(APR 1984)
FAR 52.224-3	Privacy Training	(JAN 2017)
FAR 52.225-13	Restrictions on Certain Foreign Purchases	(FEB 2021)
FAR 52.227-1	Authorization and Consent	(JUN 2020)
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)

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<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
FAR 52.228-11	Pledges of Assets	(FEB 2021)
FAR 52.228-12	Prospective Subcontractor Requests for Bonds	(MAY 2014)
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 52.229-12	Tax on Certain Foreign Procurements	(FEB 2021)
FAR 52.232-5	Payments Under Fixed-Price Construction Contracts.	(MAY 2014)
FAR 52.232-17	Interest	(MAY 2014)
FAR 52.232-23	Assignment of Claims	(MAY 2014)
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	(NOV 2021)
FAR 52.233-1	Disputes	(MAY 2014) - Alternate I (DEC 1991)
FAR 52.233-3	Protest After Award	(AUG 1996)
FAR 52.233-4	Applicable Law for Breach of Contract Claim.	(OCT 2004)
FAR. 52.242-5	Payments to Small Business Subcontractors	(JAN 2017)
FAR 52.242-13	Bankruptcy	(JUL 1995)
FAR 52.243-4	Changes	(JUN 2007)
FAR 52.244-6	Subcontracts for Commercial Items.	(JAN 2022)
FAR 52.246-21	Warranty of Construction	(MAR 1994)

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<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
FAR 52.248-3	Value Engineering – Construction	(OCT 2020)
FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price)	(APR 2012) ALT 1 (SEPT 1996)
FAR 52.249-10	Default (Fixed-Price Construction)	(APR 1984)
FAR 52.253-1	Computer Generated Forms	(JAN 1991)

#### **1452.203-70 RESTRICTIONS ON ENDORSEMENTS (JUL 1996)**

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205–1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of clause)

#### **FAR 52.204-16 Commercial and Government Entity Code Reporting (Aug 2020)**

(a) Definition. As used in this provision –

Commercial and Government Entity (CAGE) code means–

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

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

(b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via–

(1) Registration in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code



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assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Contractor and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE code is required for the immediate owner and/or the highest-level owner by Federal Acquisition Regulation (FAR) 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(g) If the solicitation includes FAR clause 52.204-2, Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(End of provision)

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

(a) Definitions. As used in this provision—

*Commercial and Government Entity (CAGE) code means—*

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_\_

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

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

Is the immediate owner owned or controlled by another entity?: ☐ Yes or ☐ No.

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

Highest-level owner CAGE code: \_\_\_\_\_

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

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

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(End of provision)

**FAR 52.204-20 PREDECESSOR OF OFFEROR (AUG 2020)**

(a) *Definitions.* As used in this provision—

*Commercial and Government Entity (CAGE) code* means—

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

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

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_\_ (or mark "Unknown").

Predecessor legal name: \_\_\_\_\_.

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

(End of provision)

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**FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)**

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

*Covered article* means any hardware, software, or service that—

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

*Covered entity* means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from—

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

- (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

- (i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.
- (d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

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

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

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

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

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

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(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

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

(b) *Prohibition.*

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

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

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

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

(d) *Reporting requirement.*

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

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Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

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

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



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

(End of clause)

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 120 Days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

**FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

**FAR 52.225-9 BUY AMERICAN - CONSTRUCTION MATERIALS (NOV 2021)**

(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.

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

Cost of components means—

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means—

- (1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-
  - (i) An unmanufactured construction material mined or produced in the United States; or
  - (ii) A construction material manufactured in the United States, if-
    - (A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or
    - (B) The construction material is a COTS item; or
- (2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the

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construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

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

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

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

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

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

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

(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. The cost of a particular domestic construction material subject to the requirements of the

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Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

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

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

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

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(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 i

(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

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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 Comparison					
	--Construction Material Description	--Unit of Measure	--Quantity	--Price (dollars)*	
	Item 1:				
	Foreign construction material	-----	-----	-----	
	Domestic construction material	-----	-----	-----	
	Item 2:				
	Foreign construction material	-----	-----	-----	
	Domestic construction material	-----	-----	-----	
[*include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate is issued)]. [List name, address, telephone number, and contract for supplies 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 12 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.

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(End of clause)

**FAR 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)**

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of-

(1) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; *provided*, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

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

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

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(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

#### **FAR 52.236-4 PHYSICAL DATA (APR 1984)**

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by described in the drawings and specifications.

(b) Weather conditions

Specified work may be affected by cold weather. If the Contractor proceeds with completion of work in weather above the specified temperatures, the Contractor ensure working in cold weather provisions is taken into consideration.

(c) Transportation facilities None.

(d) Refer to Specifications and Drawings.

(End of clause)

#### **FAR 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)**

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the

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Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

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

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

#### **FAR 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

#### **FAR 52.236-8 OTHER CONTRACTS (APR 1984)**

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

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

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor



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shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

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

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (*e.g.*, storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

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

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

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(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

**FAR 52.236-12 CLEANING UP (APR 1984)**

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

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

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

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

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

**FAR 52.236-17 LAYOUT OF WORK (APR 1984)**

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are

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destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

**FAR 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION  
(FEB 1997)**

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Contracting Officer is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (*i.e.*, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

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(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) of this clause.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

#### **FAR 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)**

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

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

Portions of this solicitation are altered as follows: None

(End of clause)

#### **FAR 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)**

Portions of this contract are altered as follows: None

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(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 \_\_\_\_\_ *[insert regulation name]* (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### **1452.203-70 RESTRICTIONS ON ENDORSEMENTS (JUL 1996)**

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of clause)

#### **1452.228-70 LIABILITY INSURANCE (JUL 1996)**

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

##### Construction

\$100,000 per person  
\$500,000 each occurrence  
\$1,000,000 property damage

##### Architect-Engineer

\$200,000 per person  
\$500,000 each occurrence  
\$20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the

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policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

(End of clause)

**1452.215-70 EXAMINATION OF RECORDS BY THE DEPARTMENT OF THE INTERIOR (APR 1984)**

For purposes of the Examination of Records by the Comptroller General clause of this contract (FAR 52.215-2(d)), the Secretary of the Interior, the Inspector General, and their duly authorized representative(s) from the Department of the Interior shall have the same access and examination rights as the Comptroller General of the United States.

(End of clause)

**1452.236-70 PROHIBITION AGAINST USE OF LEAD-BASED PAINT (JUL 1996)**

Paint containing more than .06 percent by weight of lead in paint, or the equivalent measure of lead in the dried film of paint already applied, shall not be used in the construction or rehabilitation of residential structures under this contract or any resulting subcontracts.

(End of clause)

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**SECTION J**  
**LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

1. Attachment 1, Detailed Cost Proposal entitled “Mechanical and Structural Upgrades at the Old State House”
2. Attachment 2, DOL Wage Determination entitled ““General Decision Number: MA20220001 08/12/2022”, 21 Pages
3. Attachment 3, Past Performance Questionnaire, 4 Pages
4. Attachment 4, SF-24 Bid Bond, 2 Pages
5. Attachment 5, Specifications entitled “Old State House 206 Washington Street, Boston, Massachusetts, Mechanical and Structural Upgrades, Project Specifications, National Park Service, Historic Preservation Training Center, April 24, 2020, Revised July 22, 2022”, 581 Pages
6. Attachment 6, Drawings entitled “Mechanical and Structural Upgrades at the Old State House, Boston National Historical Park, PMIS 232487 Date April 24, 2021, Revised July 26, 2021”, 44 Pages.
7. Attachment 7, Plan entitled “Asbestos Inspection/Management Plan, Old State House, Boston National Historical Park.” Robert L. Hinson, Denver Service Center, National Park Service, January 1989. Document Number D-35.
8. Attachment 8, Drawings entitled “Asbestos Abatement Construction Drawings, Old State House and 15State Street, Boston National Historical Park.” Denver Service Center, National Park Service, January 1990. Document Number 457/25,033.
9. Attachment 9, “Partial Topographic Plan 206 Washington Street, Boston, Mass.” Feldmen Professional Land Surveyors, December 6, 2012.
10. Attachment 10, Documentation of Boston Landmarks Commission’s Public Hearing, which included review of project, November 28, 2017.
11. Attachment 11, Letter entitled “Massachusetts Historical Commission Review Letter of No Adverse Impact, February 27, 2018.”
12. Attachment 12, Application entitled “Application for Variance, Commonwealth of Massachusetts Division of Professional Licensure, Office of Public Safety and Inspections, Architectural Access Board.”
13. Attachment 13, Certificate entitled “Fire Alarm and Life Safety Inspection Certificate, Old State House, 206 Washington, Street, Boston MA. December 9, 2019.”
14. Attachment 14, Agreement entitled “National Grid - Commercial Gas Service/Main Agreement 2021”



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15. Attachment 15, Vaccination Certification, 6 Pages
16. Attachment 16, Old State House Prebid Questions and Answers from previous RFI

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**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER**  
**STATEMENT OF OFFERORS OR RESPONDENTS**

**FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 236220 Commercial and Institutional Building Construction.

(2) The small business size standard is \$39.5 Million.

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

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

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

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

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

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

(i) ☐ Paragraph (d) applies.

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

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

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

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(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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

\_\_\_ (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

\_\_\_ (vii) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

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

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

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the

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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)

**FAR 52.204-24 REPRESENTATIONS REGARDING CERTAIN  
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND  
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 €(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 €(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any

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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.

€ 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 €(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 €(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

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€ Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

€ 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 represent“tion”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



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(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".

(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)

#### **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

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does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

(b) The Offeror represents that—

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

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

(End of provision)

**FAR 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (NOV 2021)**

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR [2.101](#).

(b) *Certification.* [Offeror shall check either (1) or (2).]

\_\_\_ (1) The Offeror certifies that—

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(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act ([22 U.S.C. 2593a](#)). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act ([22 U.S.C. 2593a](#)). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

\_\_ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

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(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to [NDAA1290Cert@state.gov](mailto:NDAA1290Cert@state.gov). To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under [22 U.S.C. 2593e](#)(d) or (e); or

(ii) Determined under [22 U.S.C. 2593e](#)(g)(2) that the entity has ceased all activities for which measures were imposed under [22 U.S.C. 2593e](#)(b).

(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

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**SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS OR RESPONDENTS**

**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):

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

<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
FAR 52.204-7	System for Award Management	(OCT 2018)
FAR 52.204-16	Commercial and Government Entity Code Reporting	(AUG 2020)
FAR 52.204-22	Alternative Line Item Proposal	(JAN 2017)
FAR 52.211-6	Brand Name or Equal	(AUG 1999)
FAR 52.215-1	Instructions to Offerors-Competitive Acquisition	(JAN 2017)
FAR 52.215-16	Facilities Capital Cost of Money	(JUN 2003)
FAR 52.222-5	Construction Wage Rate Requirements—Secondary Site of the Work	(MAY 2014)
FAR 52.236-28	Preparation of Proposals—Construction	(OCT 1997)

**FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of provision)

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**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**

4.0%

**Goals for Female Participation for  
Each Trade**

6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the—

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Boston, Massachusetts.

(End of provision)

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**FAR 52.225-10 NOTICE OF BUY AMERICAN 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.

(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.



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(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 \$3,000,000, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

**FAR 52.233-2 SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR (SEPT 2006) (DEVIATION) (JUL 1996)**

(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 4801A Urbana Pike, Fredrick, MD 21704

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

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW, Room 6511, Washington, DC 20240.

(End of provision)

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

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

(b) An organized site visit has been scheduled for – September 12, 2022 at 9:00 am

(c) Participants will meet at – The meeting location is the Old State House, located at the intersection of Washington and State Streets, 206 Washington Street, Boston, MA 02109. Three days prior to the meeting email the company and names of those attending the meeting to [Ruth\\_Pagan@nps.gov](mailto:Ruth_Pagan@nps.gov).

(End of provision)

**FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)**

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

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION—  
DEPARTMENT OF THE INTERIOR (APR 1984)**

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) “Trade Secret” means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) “Confidential commercial or financial information” means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers “commercial and financial information obtained from a person and privileged or confidential,” and exemption (9), which covers “geological and geophysical information, including maps, concerning wells.”

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

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“The information specifically identified on pages \_\_\_\_\_ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract.”

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

“This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal.”

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End of provision)

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## **INSTRUCTIONS FOR THE SUBMISSION OF OFFERORS AND OTHER INFORMATION**

### **1. GENERAL**

- (1) Submit, at a minimum, an offer that conforms to the Solicitation documents. By submission of any offer, the Offeror unconditionally assents to the terms and conditions of the Solicitation and in any Solicitation attachments. Proposal offering alternative stipulations to the requirements of the Solicitation WILL NOT be considered or accepted.
- (2) In accordance with FAR 36.209, all firms, prime contractors, or subcontractors, involved in developing the design or specifications of this construction solicitation are not eligible and prohibited from receiving any part of this construction award. Proposals from or containing firms under these circumstances will not be considered for award.

### **2. QUESTIONS**

Pre-proposal questions shall be submitted on or before September 14, 2022. Submit questions only by email to the following:

Contracting Officer, Ruth Pagan, [Ruth\\_Pagan@nps.gov](mailto:Ruth_Pagan@nps.gov)

### **3. OFFER DUE DATE AND LOCATION**

Proposals must be received no later than the date and time noted in Block 13a of the Standard Form (SF) 1442 contained in the Solicitation. Offerors are responsible for confirming their proposals are received by the due date and time. **THE SUBMISSION TIME IS 12:00 P.M. EASTERN STANDARD TIME**

### **4. SUBMISSION REQUIREMENTS**

- (1) Proposals shall be submitted via email. Proposal submission via any other means will not be accepted.

- (2) Proposals shall be sent to:

Contract Specialist, Ruth Pagan, [ruth\\_pagan@nps.gov](mailto:ruth_pagan@nps.gov). Completed Past Performance Questionnaires must be submitted via email to [ruth\\_pagan@nps.gov](mailto:ruth_pagan@nps.gov) in advance of the 12:00 p.m. Eastern Standard Time proposal submission deadline.

Completed Past Performance Questionnaires shall be emailed directly from the Offeror's client or reference. Fully completed Questionnaires by the Offeror, other than Section 1, will not be considered or evaluated.

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All late proposals submissions will be handled in accordance with FAR 15.208.

- (3) The title subject line for all proposal submissions shall contain the Solicitation Number 140P2122R0048, Email 1 of 3.

Each email shall contain the following information in the body:

Company Name and Mailing Address  
Unique Entity Identifier (UEI) Number  
Point of Contact Name, Phone Number and E-Mail Address

- (4) Submit proposals in separate Volumes, Volume I, Technical , Volume II, Business Management Cost Proposal, Volume III, Past Performance, in the formats specified, containing the contents required. Each Volume shall be submitted in separate email attachments.

- (5) Size Limits:

- (a) Individual email attachments shall be no larger than 38 MB.
- (b) Each email shall be no larger than 100 MB.
- (c) Volume shall be no more than 65 pages printed

- (6) Offerors shall verify receipt of proposals.

## 5. **PROPOSAL FORMAT, ORGANIZATION AND CONTENT**

### (1) **VOLUME I, TECHNICAL SUBMISSION**

- (a) **FORMAT:** Submit one (1) electronic copy. No hard copy will be accepted.
- (b) **ORGANIZATION:** Include folders and files for electronic formats as follows, however one complete file is acceptable that contains all the required content:

FACTOR 1		PROJECT APPROACH LOGISTICS AND SCHEDULE
FACTOR 2	-	PROPOSED PERSONEL
FACTOR 3	-	PAST PROJECT WORK
FACTOR 4	-	PAST PERFORMANCE

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(c) **CONTENT:**

**FACTOR 1 – PROJECT APPROACH LOGISTICS AND SCHEDULE**

Provide a detailed written Project Approach for each work element of the project and the proposed approach to meet the technical, quality and safety requirements of this project while working within a significant historic building with logistical constraints and restrictions working in an occupied space, on-going building operations including indoor daily tours seven-days a week, and special scheduling requirements that require advance notification and arrangement for access and scheduled exterior public events. Identify if work is being completed in-house or by using Subcontractors. If Subcontractors are proposed, identify the Subcontractor by name and their proposed work.

Also fully address building and site logistics as follows:

- (a) Special Events: Special events will take place during the construction period and the associated activities will require accommodation by the Contractor and Subcontractors in the interior galleries and exterior plaza.
- (b) The project site is in a dense, downtown, urban area. The site has a very small lay-down area. Parking on-site is not allowed, deliveries are restricted, and on-site trailers (office & storage) are not permitted. Contractor to address storage and lead times for materials and equipment.
- (c) Public walkways around the construction site must remain operational with protective barricades and signage erected for pedestrian safety. The building must remain accessible at both the museum's north and south entrances. The Massachusetts Bay Transportation Authority station north and south entrances must also remain accessible during the construction project.
- (d) Construction materials and tools will have to be brought to the site and removed from the site daily. Dirt and concrete construction debris will have to be removed from the site, as it is excavated/uncovered. Replacement fill material will have to be trucked to the site, after new sub-grade structural concrete work is completed. Brick walkway pavers may have to be removed from the site when walkways are dismantled and returned to the site when walkways are reconstructed.
- (e) The Old State House will continue to be occupied throughout the project with regular building operations and daily tours.

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Contractor responsible for providing temporary heating and cooling throughout the building when the existing system is offline and until the new HVAC system is operational.

- (f) Steam and Natural Gas utility work shall be coordinated with local utilities during exterior earth work, steam piping disconnection, and connection of the new natural gas line. Contractor responsible for all utility permitting and associated fees.

Provide a detailed project schedule identifying all phases of work for the Basic Requirement and each Option showing the proposed sequence and relationship of tasks and coordination with site tours and events. The schedule shall include lead times for equipment, and materials. The schedule shall identify a two-month submittal review period before the start of mobilization and on-site construction work. On-site construction work is scheduled to begin on March 6, 2023 and extend through June 16, 2023.

## **FACTOR 2 – PROPOSED PERSONNEL**

The Offeror shall provide qualifications for all proposed in-house personnel and proposed subcontractor's that demonstrate a combination of education and practical experience and capability to undertake the work of the project as follows:

- (1) Excavation & Site.
- (2) Structural Concrete, Steel
- (3) Water Proofing.
- (3) HVAC.
- (4) Electrical.
- (5) Masonry.
- (6) Fire Alarm. (Option 1)
- (7) Lighting. (Option 2)

Qualifications shall be presented in a resume or written format that identify education, relevant credentials, skills, training, and years of professional experience similar in nature to the assigned roles for this project. The Offeror shall also certify that proposed team members meet the qualifications identified in the specifications. Professional memberships if applicable shall be documented.

The Project Manager and on-Site Superintendent are identified as Key Personnel. If the Superintendent has shared roles (i.e.

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Quality Control Officer and Site Safety and Health Officer) identified shared roles. The Offeror should identify the capabilities and experience for each individual and provide the following: specific description of roles and key duties, identify previous work experience working with proposed subcontractors. For the Project Manager, describe the role of the PM in managing a multi-disciplinary team and how the PM will facilitate information between team members, describe how the PM will successfully manage a multi-disciplinary team and ensure productivity, collaboration and transfer of knowledge, and describe how the PM will accomplish Quality Assurance and Quality Control requirements identified in the specifications. Identify whether work will be completed by in-house tradespersons or through subcontractors.

The Offerors shall prepare a Project Organization Chart showing lines of communicating and accountability for all Key Personnel and subcontractors. Include Principles, Project Managers, Superintendents, On-Site Superintendents and Foreman.

- (a) **Key Construction Personnel** – Principles, Project Managers, Superintendents, On-Site Superintendent, Foreman, Quality Control Officers, Site Safety and Health Officers. If one individual is assigned multiple roles, identify each project role and function. Include relevant safety training and certifications.
- (b) **HVAC Mechanics** - Shall be skilled, graduates of an apprenticeship program and certified by the Department of Labor, Bureau of Apprenticeship and Training. HVAC Testing and Balancing Supervisors and Technicians shall be certified by AABC or NEBB. Refrigerant Recovery Technicians shall be certified by an EPA approved certification program. HVAC Mechanics shall have a minimum of five (5) years experience installing HVAC systems in National Register/ National Historic Landmark listed historic structures with sensitive historic architectural features and historic fabric.
- (c) **Electricians** – Shall be licensed Journeymen in the State of Massachusetts. They shall have at least 5 years' experience in the electrical installation of HVAC systems, lighting dimming systems, and fire alarm systems. Electricians shall have a minimum of five (5) years experience installing HVAC systems in National Register/ National Historic Landmark listed historic structures with sensitive historic architectural features and historic fabric.



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- (d) **Addressable Fire Alarm Installation Technicians** - Shall have a fire alarm Level II rating and be certified by NICET. They shall also be trained and certified by the installing system manufacture.
- (e) **Welders** - Shall use qualified procedures and processes. Sheet Welders shall qualify as per AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel." Support Welders shall qualify as per AWS D1.1, "Structural Welding Code-Steel." Pipe Welders shall be AWS certified. Qualify as per ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications." Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
- (f) **Concrete & Steel Workers** - The Site Superintendent and Foremen shall have at least 5 years work experience with "cast-in-place" concrete, similar to that specified for this project.
- (g) **Cold Fluid-Applied Waterproofing** – The Installer and its technicians shall have a minimum of 5 years of experience with successfully completing work required of this contract.
- (h) **Restoration Masons** – Historic Masonry Contractor shall employ and regularly engage in the restoration of historic masonry, including cutting and repointing historic brick associated with installation of waterproofing at vault. The Masonry Restoration Supervisor/Manager shall demonstrate successful completion of 5 comparable masonry contracts within the past 5 years for properties listed on the National Register of Historic Places, including structures with National Historic Landmark status, at least two of which shall have been brick masonry buildings pre-dating 1850, including the use of appropriate tools for mortar removal and repointing of historic masonry with traditional lime/sand.
- (i) **Stone Paving Workers** – Installers shall have a minimum of 5 years' experience with successfully completed work similar to the requirements of this contract.

Subcontractor Letters of Commitment shall be in place at time of proposal submission. Provide written confirmation or copies of Letters of Commitment.

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### **FACTOR 3 – PAST PROJECT WORK**

The Offeror shall provide written descriptions and photographs of five (5) projects that demonstrate successful prior experience on projects similar in scope, magnitude, and complexity to the work required for this project. This includes work on buildings listed on the National Register of Historic Places and those that have effectively remained open and accessible to the public during the course of work. Written descriptions shall include project descriptions, identification of Prime and Subcontractor participation, period of performance, locations, and dollar value. Photographs shall be labeled with the project name, date, and status of work.

### **FACTOR 4 - PAST PERFORMANCE**

#### 1. Past Performance should address the following:

-Recency: Recency is generally expressed as a time period during which past performance references are considered relevant, and it critical to establishing the relevancy of past performance information.

-Relevance: In establishing what is relevant for the acquisition, consideration should be given to those aspects of an Offeror's history of contract (or subcontract) performance that would provide the most context and give the greatest ability to measure whether the Offeror will successfully satisfy the current requirement. Common aspects of relevancy include, but are not limited to, the following: similarity of product/service/support, complexity, dollar value, contract type, use of key personnel (for services), and extent of subcontracting/teaming.

-Quality: The past performance evaluation, conducted in support of a current source selection, does not establish, create, or change the existing record and history of the Offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the Offeror performed those past contracts. Requirements for considering history of small business utilization are outlined at FAR 15.304(c)(3)(ii). The Past Performance Evaluation will review past performance information collected and determine the quality of the Offeror's performance, general trends, and usefulness of the information.

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(b) Past Performance Questionnaires

The Past Performance Questionnaire is available in Attachment 3 to this Solicitation. The Offeror shall complete Section A, Contractor Information and Section B, Contact Information and coordinate the completion of Section C, Evaluation Information and Section D, Evaluation.

Information derived from completed and returned Past Performance Questionnaires will be used to access the Performance Quality of the identified past performance event.

Offerors shall forward Past Performance Questionnaires, in Attachment 3 along with response instructions and client authorization letter, to clients for a minimum of three (3) and a maximum of six (6) substantially complete projects performed by the prime contractor within the last five (5) years which are similar in size, complexity and scope of work proposed for this project.

We understand clients may be reluctant to complete, so please prepare a cover letter to your clients explaining the importance and need to complete and return the Questionnaires, provide instructions for where information should be forwarded (see National Park Service cover letter, Attachment 3) and identify the date for when the information is due to the Government.

Since “return rates” on Past Performance Questionnaires vary widely, Offerors are encouraged to forward as many questionnaires to their clients as practicable to ensure adequate response.

Offeror shall provide in Part I a detailed listing of all personnel to whom the Offeror has sent Past Performance Questionnaires. At a minimum, this listing shall contain the following information for each individual to whom a Past Performance Questionnaire was sent:

Point of Contact (POC) Name  
POC Duty Title  
Company Name  
Project Name/Contract Name  
POC Telephone Number  
POC Fax Number  
POC E-mail address

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The Government has no obligation to contact references who fail to return the questionnaires.

(c) **No Past Performance Data Available**

In case an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

(d) **Sources on Past Performance Data**

Offerors are cautioned that the Government may obtain and evaluate Past Performance information obtained from other sources beyond those identified in the Offeror's proposal. Other sources of Past Performance information include, but are not limited to, other government contracting activities, GAO/Defense Procurement Fraud Information and Industry Publications.

2. **VOLUME II, BUSINESS MANAGEMENT COST OR PRICE PROPOSAL**

(a) **FORMAT:** Submit one (1) electronic copy. No hard copy will be accepted.

(b) **ORGANIZATION:** Include folders and files for electronic formats as follows, however one complete file is acceptable that contains all the required content:

- (1) STANDARD FORM (SF) 1442, SOLICITATION, OFFER AND AWARD (CONSTRUCTION, ALTERATION, OR REPAIR)
- (2) AMENDMENTS
- (3) SECTION B, SUPPLIES OR SERVICES AND PRICES
- (4) SECTION K, REPRESENTATIONS AND CERTIFICATIONS
- (5) ATTACHMENT 1, DETAILED COST PROPOSAL BREAKDOWN
- (6) ATTACHMENT 4, STANDARD FORM (SF) 24 BID BOND
- (7) SUBCONTRACTOR LETTERS OF COMMITMENT

(c) **CONTENTS:**

- (1) **STANDARD FORM 1442, SOLICITATION, OFFER, AND AWARD (CONSTRUCTION, ALTERATION, OR REPAIR)**

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Complete blocks 14 through 20C only. An official having the authority to contractually bind the Offeror's company must sign the SF1442 in accordance with the procedures in FAR 4.102.

(2) **AMENDMENTS**

Acknowledge all solicitation amendments using one of the methods set forth in Block 11 of Standard Form 30.

(3) **SECTION B, SUPPLIES OR SERVICES AND PRICES**

A completed Section B shall be submitted including any Optional items. Pricing identified in Section B shall be supported by a detailed cost proposal using the format in Attachment 1 (see Number (5) below) that fully supports the prices set forth in Section B that will adequately establish the reasonableness of the proposal amount.

(4) **SECTION K, REPRESENTATIONS AND CERTIFICATIONS**

Submit a completed copy of provision 52.204-8 shown in section “K” of this solicitation. Complete all required representations and certifications if they are not available at [www.SAM.gov](http://www.SAM.gov). Your firm must maintain current, active registration at [www.SAM.gov](http://www.SAM.gov) to be eligible for award and you are encouraged to complete SAM registration before submitting your offer.

(5) **DETAILED COST PROPOSAL BREAKDOWN**

Submit a detailed cost proposal using the format in Attachment 1, “Detailed Cost Proposal Breakdown, Mechanical and Structural Upgrades at the Old State House”. Detailed pricing in any other format other than Attachment 1 will not be accepted.

(6) **STANDARD FORM 24 BID BOND**

Submit Attachment 4, Standard Form 24, Bid Bond duly executed between the Offeror and the bonding company. Refer to FAR clause 52.228-1.

(7) **SUBCONTRACT(S)**

Any proposed subcontractors required by the Offeror in connection with the services covered by the contract (excluding purchases of materials or commercial stock items) will be limited to individuals or firms that are specifically identified in the Solicitation and agreed to during negotiations. Therefore, Letters

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of Commitment for subcontracts must be in place at the time of proposal submission. Provide written confirmation that Letters of Commitment are in place.

3. **VOLUME III, PAST PERFORMANCE**

(a) **FORMAT:** Submit one (1) electronic copy. No hard copy will be accepted.

(b) **ORGANIZATION:** Include folders and files for electronic formats that contains all the required content.

(c) **CONTENTS:**

Offeror shall provide a detailed listing of all personnel to whom the Offeror has sent Past Performance Questionnaires. At a minimum, this listing shall contain the following information for everyone that was sent a Past Performance Questionnaire:

Point of Contact (POC) Name  
POC Duty Title  
Company Name  
Project Name/Contract Name  
POC Telephone Number  
POC Fax Number  
POC E-mail address

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## SECTION M EVALUATION FACTORS FOR AWARD

### 1. **TECHNICAL EVALUATION CRITERIA**

All technical evaluation factors, other than cost or price, when combined are significantly more important than price. Criteria are in descending order of importance.

#### **FACTOR 1 - PROJECT APPROACH LOGISTICS AND SCHEDULE**

Evaluation will be based on the detailed written Project Approach for each work element of the project and the proposed approach to meet the technical, quality and safety requirements of this project while working within a significant historic building with logistical constraints and restrictions working in an occupied space, on-going building operations including indoor daily tours seven-days a week, and special scheduling requirements that require advance notification and arrangement for access and scheduled exterior public events. Evaluation will be based on the identification of whether work is being completed in-house or by using Subcontractors and if Subcontractors are proposed, identification of the Subcontractor by name and their proposed work. Evaluation will be based on the extent, ability and quality in which the Offeror addresses building and site logistics as follows:

##### **Subfactor 1: Understanding Requirement**

- (a) Special Events: Special events will take place during the construction period and the associated activities will require accommodation by the Contractor and Subcontractors in the interior galleries and exterior plaza.
- (b) The Old State House will continue to be occupied throughout the project with regular building operations and daily tours. Contractor responsible for providing temporary heating and cooling throughout the building when the existing system is offline and until the new HVAC system is operational.

##### **Subfactor 2: Project Site Operations**

- (c) The project site is in a dense, downtown, urban area. The site has a very small lay-down area. Parking on-site is not allowed, deliveries are restricted, and on-site trailers (office & storage) are not permitted. Contractor to address storage and lead times for materials and equipment.
- (d) Public walkways around the construction site must remain operational with protective barricades and signage erected for pedestrian safety. The building must remain accessible at both the museum's north and south entrances. The Massachusetts Bay Transportation Authority station north and south entrances must also remain accessible during the construction project.
- (e) Construction materials and tools will have to be brought to the site and removed from the site daily. Dirt and concrete construction debris will have to be removed from the

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site, as it is excavated/uncovered. Replacement fill material will have to be trucked to the site, after new sub-grade structural concrete work is completed. Brick walkway pavers may have to be removed from the site when walkways are dismantled and returned to the site when walkways are reconstructed.

### **Subfactor 3: Utilities and Permitting Fees**

- (f) The Old State House will continue to be occupied throughout the project with regular building operations and daily tours. Contractor responsible for providing temporary heating and cooling throughout the building when the existing system is offline and until the new HVAC system is operational.
- (g) Steam and Natural Gas utility work shall be coordinated with local utilities during exterior earth work, steam piping disconnection, and connection of the new natural gas line. Contractor responsible for all utility permitting and associated fees.

Evaluation will be based on the extent and quality of a detailed project schedule identifying all phases of work for the Basic Requirement and each Option showing the proposed sequence and relationship of tasks and coordination with site tours and events. Including lead times for equipment, and materials. including identification of a two-month submittal review period before the start of mobilization and on-site construction work. On-site construction work is scheduled to begin on March 6, 2023 and extend through June 16, 2023.



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<b>Adjectival Rating</b>	<b>Description</b>
<b>Outstanding</b>	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
<b>Good</b>	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
<b>Acceptable</b>	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. and risk of unsuccessful performance is no worse than moderate.
<b>Marginal</b>	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high. Proposal is unawardable without discussions.
<b>Unacceptable</b>	Proposal does not meet requirements of the solicitation and thus contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable without discussions.

## **FACTOR 2 – STAFFING PLAN/KEY PERSONNEL QUALIFICATIONS AND EXPERIENCE**

### **Subfactor 1 – Key Personnel Qualifications / License**

Evaluation will be based on the qualifications provided by the Offeror for all proposed in-house personnel and proposed subcontractors that demonstrate a combination of education and practical experience and capability to undertake the work of the project as follows including qualifications presented in a resume or written format that identify education, relevant credentials, skills, training, and years of professional experience similar in nature to the assigned roles for this project. The Offeror shall also certify that proposed team members meet the qualifications identified in the specifications (*Excavation & Site, Structural Concrete, Steel, Water Proofing, HVAC, Electrical, Masonry, Fire Alarm, Lighting*). Professional memberships if applicable shall be documented.

- (a) **Key Construction Personnel** – Principles, Project Managers, Superintendents, On-Site Superintendent, Foreman, Quality Control Officers, Site Safety and

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Health Officers. If one individual is assigned multiple roles, identify each project role and function. Include relevant safety training and certifications.

- (b) **HVAC Mechanics** - Shall be skilled, graduates of an apprenticeship program and certified by the Department of Labor, Bureau of Apprenticeship and Training. HVAC Testing and Balancing Supervisors and Technicians shall be certified by AABC or NEBB. Refrigerant Recovery Technicians shall be certified by an EPA approved certification program. HVAC Mechanics shall have a minimum of five (5) years experience installing HVAC systems in National Register/ National Historic Landmark listed historic structures with sensitive historic architectural features and historic fabric.
- (c) **Electricians** – Shall be licensed Journeymen in the State of Massachusetts. They shall have at least 5 years’ experience in the electrical installation of HVAC systems, lighting dimming systems, and fire alarm systems. Electricians shall have a minimum of five (5) years experience installing HVAC systems in National Register/ National Historic Landmark listed historic structures with sensitive historic architectural features and historic fabric.
- (d) **Addressable Fire Alarm Installation Technicians** - Shall have a fire alarm Level II rating and be certified by NICET. They shall also be trained and certified by the installing system manufacture.
- (e) **Welders** - Shall use qualified procedures and processes. Sheet Welders shall qualify as per AWS D1.3/D1.3M, “Structural Welding Code - Sheet Steel.” Support Welders shall qualify as per AWS D1.1, "Structural Welding Code-Steel." Pipe Welders shall be AWS certified. Qualify as per ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications." Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
- (f) **Concrete & Steel Workers** - The Site Superintendent and Foremen shall have at least 5 years work experience with “cast-in-place” concrete, similar to that specified for this project.
- (g) **Cold Fluid-Applied Waterproofing** – The Installer and its technicians shall have a minimum of 5 years of experience with successfully completing work required of this contract.
- (h) **Restoration Masons** – Historic Masonry Contractor shall employ and regularly engage in the restoration of historic masonry, including cutting and repointing historic brick associated with installation of waterproofing at vault. The Masonry Restoration Supervisor/Manager shall demonstrate successful completion of 5 comparable masonry contracts within the past 5 years for properties listed on the National Register of Historic Places, including structures with National Historic Landmark status, at least two of which shall have been brick masonry buildings pre-dating 1850, including the use of appropriate tools for mortar removal and repointing of historic masonry with traditional lime/sand.

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- (i) **Stone Paving Workers** – Installers shall have a minimum of 5 years’ experience with successfully completed work similar to the requirements of this contract.

Subcontractor Letters of Commitment shall be in place at time of proposal submission. Provide written confirmation or copies of Letters of Commitment.

#### **Subfactor 2 – Staffing Plan / Organizational Chart**

Evaluation will also be based on the Project Organization Chart prepared by the Offeror showing lines of communicating and accountability for all Key Personnel and subcontractors. Including Principles, Project Managers, Superintendents, On-Site Superintendents and Foreman, and the qualifications of the following:

<b>Adjectival Rating</b>	<b>Description</b>
<b>Outstanding</b>	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
<b>Good</b>	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
<b>Acceptable</b>	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. and risk of unsuccessful performance is no worse than moderate.
<b>Marginal</b>	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high. Proposal is unawardable without discussions.
<b>Unacceptable</b>	Proposal does not meet requirements of the solicitation and thus contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable without discussions.

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### **FACTOR 3 – PAST PROJECT WORK**

Evaluation will be based on the quality and level of success achieved, based on written descriptions and photographs of minimum of two (2) no more than five (5) projects that demonstrate successful prior experience on projects similar in scope, magnitude, and complexity to the work required for this project. This includes work on buildings listed on the National Register of Historic Places and those that have effectively remained open and accessible to the public during the course of work. Written descriptions shall include project descriptions, identification of Prime and Subcontractor participation, period of performance, locations, and dollar value. Photographs shall be labeled with the project name, date, and status of work.

<b>Adjectival Rating</b>	<b>Description</b>
<b>Outstanding</b>	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
<b>Good</b>	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
<b>Acceptable</b>	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. and risk of unsuccessful performance is no worse than moderate.
<b>Marginal</b>	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high. Proposal is unawardable without discussions.
<b>Unacceptable</b>	Proposal does not meet requirements of the solicitation and thus contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable without discussions.

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#### **FACTOR 4 – PAST PERFORMANCE**

Evaluation will be based on the extent to which the Past Performance Questionnaires are received for a minimum of two (2) and a maximum of five (5) projects for the Past Project Work identified above and other relevant projects recently performed with work similar in size, complexity and scope of work proposed to those required under this Solicitation.

A Past Performance confidence assessment is assigned based on the Offeror's overall record of recency, relevancy, and quality of performance.

<b>Adjectival Rating</b>	<b>Description</b>
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has little or no expectation that the offeror will be able to successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.

#### **FACTOR 5 - PRICE**

Price is a factor but will not be scored or rated. The Government will evaluate proposed prices for reasonableness using price analysis Techniques. Proposed prices evaluated as unreasonable (includes unbalanced, inaccurate or incomplete price quotes) may be grounds for eliminating a quote from competition. Evaluation of price will be performed using one or more quote analysis techniques. Unbalanced pricing may be evaluated as applicable, to assess potential performance risk which could result in unreasonably high prices. Through these techniques, the Government will determine whether prices are reasonable, complete, and balanced. The Government reserves the right to request Certified Cost or Pricing Data or Data Other Than Certified Cost or Pricing Data if the Government deems it necessary in order to determine price reasonableness. This data may include history of sales to non-governmental and governmental entities, cost data, or

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any other information the contracting officer requires to determine the price is fair and reasonable.

Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

**Reasonableness** – A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. The existence of adequate price competition is expected to support a determination of reasonableness. Other price analysis techniques may be used to further validate price reasonableness. If adequate price competition is not obtained or if price reasonableness cannot be determined using price analysis of Government obtained information, additional information may be required from the offeror to support the proposed price. Unreasonably high proposed prices may be grounds for eliminating a quote from competition.

**Balanced Pricing** – Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items that are significantly overstated or understated as indicated by the application of cost or price analysis techniques. Offers that are determined to be unbalanced may be rejected if the lack of balance poses an unacceptable risk to the Government.

**Total Evaluated Price (TEP)** – The TEP to be used for determining best value will be calculated in Attachment 1 OSH Detailed Cost Proposal Calculation Spreadsheet.

## 2. **METHODOLOGY FOR PROPOSAL EVALUATION AND NEGOTIATION**

The Government will evaluate all technical and cost proposals received as follows:

- A. Proposals will receive a preliminary review to determine whether the proposal contains sufficient information, as required by Section L, to allow the Government to perform a meaningful evaluation. If the results of this preliminary review indicate that the proposal lacks sufficient information to allow a meaningful evaluation to be conducted, the Source Selection Authority (SSA) may eliminate the proposal from further evaluation and consideration for award. Any Offeror's proposal eliminated at this stage from further consideration for award will be notified with the reasons why its proposal was eliminated from further evaluation or consideration for award in accordance with FAR 15.503.
- B. Proposals will be evaluated by the Technical Evaluation Panel using Factor 1 – Project Approach Logistics and Schedule, Factor 2 – Project Approach Site Logistics, Factor 3 - Proposed Personnel, Factor 4 – Past Project Work and Factor 5 – Past Performance. Based on this evaluation, evaluators will assign an Adjectival

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Rating for each proposal. The evaluated price will not be rated or scored but will be considered for reasonableness in the final source selection decision. At this stage, Unacceptable Ratings will be eliminated from the competition.

- C. If a Competitive Range has been determined, negotiations will be conducted with all proposals included in the Competitive Range.

### 3. **AWARD CRITERIA**

- A. Award of any contract resulting from this solicitation will be made to the responsible offeror whose offer, conforming to the solicitation will be based on **best value** to the Government, cost or price and other factors considered. In accordance with FAR 15.304(e), all evaluation factors other than cost or price, when combined are significantly more important than cost or price.
- B. In the case an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.
- C. Price will be a factor in the award decision, although the award may not necessarily be made to that offeror submitting the lowest price. Likewise, award will not necessarily be made for technical capabilities that would appear to exceed those needed for the successful performance of the work. A thorough examination will be made to determine an offeror's adequate understanding of the Scope of Work (See Section C) related to proposal presentation, cost and other factors considered. The question to be decided in making the final selection will be whether proposals scoring better are worth the dollar difference (if any).

Option work not awarded as part of the contract will be written into the contract as priced Options to be added to the contract via written modification. It is anticipated that the work identified as the Basic Requirement and Option would be done during one mobilization period over the course of the project schedule.

- D. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.
- E. The Government reserves the right to make award without further discussion of the proposals received. Therefore, it is important that your proposal be submitted initially on the most favorable terms from both the technical and cost standpoints. After submission of proposals and closing thereof, no information will be released until after award.
- F. In addition to the evaluation of technical merit, the cost, or price, and other factors, the standards for determining an offeror's responsibility as set forth in FAR 9.104-1, will be examined and considered. Additional factors which are not specifically set forth in this solicitation, but which are prerequisites for award as implied by law, regulation or public policy will be considered in the determination of an offeror's acceptability.

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4. **52.217-5 EVALUATION OF OPTIONS**

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

(End of provision)

5. **NOTICE OF AWARD**

All offerors will be notified of their selection or non-selection as soon as possible. In accordance with FAR 15.1002, the Government will provide a debriefing after award, when requested in writing, to an offeror that has unsuccessfully competed for the acquisition. Proposals will not be returned, and one copy of each unsuccessful proposal will be retained by the National Park Service for its permanent records.