


SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 140P2022R0170	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 11/14/2022	PAGE OF PAGES 1 69	

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

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY NPS, DSC Contracting Services Div 12795 W. Alameda Pkwy P.O. Box 25287 Denver CO 80225-0287		CODE PDS	8. ADDRESS OFFER TO		
9. FOR INFORMATION CALL: 	a. NAME Zaira Lupidi		b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 0000000000		

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)

Glen Canyon National Recreation Area (GLCA) PMIS 318877, Low Water Access Ramp

- a) This acquisition is being conducted as a Full and Open (F&O) solicitation. The North American Industrial Classification System (NAICS) code and the associated small business size standard are noted in clause 52.204-8 in section "K" of this solicitation.
- b) Estimated Price Range: More than \$10,000,000
- c) Refer to section "L" for information regarding a pre-proposal site visit.
- d) Information and requirements stated in sections "B" through "J" & attachments noted in section "J" apply to this solicitation and the subsequent contract.
- e) Refer to section "L" for proposal submittal requirements.
- f) This is currently an unfunded requirement with a high expectation that funds will be available. When and if funds become available a contract will be awarded at that time.
- g) Offerors shall submit proposals and questions, and acknowledge solicitation amendments as stated in section "L" of this solicitation

11. The Contractor shall begin performance <u>10</u> calendar days and complete it within <u>730</u> calendar days after receiving <u>award</u> , <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See FAR Clause 52.211-10.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>1400</u> (hour) local time <u>12/16/2022</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>60</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 CODE	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 <u>1</u> 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) Jeremiah Rogers	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY
		31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
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PART I – THE SCHEDULE

SECTION A – SOLICITATION / CONTRACT FORM

Solicitation, Offer, and Award (SF-1442) - pages 1 – 3 of this package.

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SECTION B – BID SCHEDULE

CONTRACT PRICE SCHEDULE

SOLICITATION NUMBER: 140P2022R00170

PARK - PMIS: GLCA 318817

PROJECT TITLE: Low Water Access Ramp

Offerors are required to submit, at a minimum, an offer that conforms to the solicitation documents with pricing for Base line items and all option line items. Failure to do so may render the proposal unacceptable. On lump-sum line items, provide the total price only. For all unit-priced line items, provide the unit price and the extended total price. If no specific line item exists for a portion of the work, include the costs in a related item. In case of error in calculation of extended prices, the unit price governs. In case of summation error, the total corrected amounts govern. Round totals & extended prices to whole dollars. Refer to section “H” of this solicitation for additional information regarding contract options

This is the draft Price Schedule, Phase II may amend the following:

CONTRACT LINE ITEM NUMBER (CLIN)	CONTRACT LINE ITEM (CLI) TITLE	QUAN TITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1	Design - Base Schedule (90-foot wide concrete boat ramp, 6 acre gravel parking area, 30-foot wide gravel access road)	1	Lump Sum	LS	\$
2	Construction - Base Schedule (90-foot wide concrete boat ramp, 6 acre gravel parking area, 30-foot wide gravel access road)	1	Lump Sum	LS	\$
TOTAL BASE PRICE (Contract Line Item Number 1 through 2) -----					\$
3	OPTION A, Construction of Ramp (150-foot wide concrete boat ramp instead of the 90 foot wide ramp listed above.) Design not expected in this item, as will be included in CLIN 1, above, regardless of 90 or 150 ft design. CLIN 1, above, shall include all costs to complete a 90-foot wide ramp. This CLIN, CLIN 3, is “additional” price to construct the 150’ wide option.	1	Lump Sum	LS	\$
4	OPTION B, Construction of Parking Area (8-acre gravel parking area instead of 6-acre gravel parking area listed above.) Design not expected in this item, as will be included in CLIN 1, above, regardless of 6 acre or 8 acre design. CLIN 2, above, shall include all costs to complete a 6 acre parking lot. This CLIN, CLIN 4, is “additional” price to construct the 8 acre option.	1	Lump Sum	LS	\$
TOTAL PRICE FOR ALL OPTIONS (Contract Line Item Numbers 2 through 4) -----					\$
TOTAL PROPOSED PRICE - BASE PLUS ALL OPTIONS (Contract Line Item Numbers 1 through 4)					\$
All measurement and payment information is included in the project specifications, Section 012700.					

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SECTION C – SPECIFICATIONS / DRAWINGS

Project Conditions:

The project is located at Glen Canyon National Park, Arizona.

The surrounding area is rural with limited staging located throughout Glen Canyon National Park.

The construction site is located with-in a reasonable distance of suppliers and lodging facilities in Page and Flagstaff, AZ. The Park will remain open during construction, thus contract activities and logistics must be structured and scheduled to minimize visitor impact.

The site requires protective measures to ensure the surrounding area remains undisturbed.

The anticipated period of performance of 730 calendar days including any potential weather shutdown

Project Scope:

The requirement is a design-build contract. The National Park Service has hired a design firm advance to a schematic design level in order to develop plans and specifications that will be included in Phase 2 of this RFP to demonstrate sizing, alignment, and scaled distances for the schematic design is a feasible concept to allow prospective bidders to understand the performance criteria, construction limits and any other limitations to construction. The prospective awardee is expected to submit for approval the Denver Service Center, National Park Service workflow requirement for design build design and construction documents for the deliverables according to the processes at www.nps.gov/dscw/designbuild.htm. Upon successful acceptance of these design deliverables by the NPS, a construction notice to proceed will be issued to allow the Design Builder to begin physical construction.

This project will be for both design and build services to relocate the Bullfrog Launch Ramp in the vicinity of Stanton Creek. The existing marina and launch ramp are no longer viable, and the tributary will be dry in future low water scenarios. The concept design moves the ramp to the main channel of the Colorado River. In addition to the ramp relocation, associated utility and infrastructure improvements will be needed. Below is some basic background for the project and current concept scope being developed for the RFP and final RFP scope may vary.

Bullfrog Launch Access/Ramp Characteristic

Feature	Approximate Quantity	Details
New Roadway	3.5 miles	2 Lane Roadway
New Boat Launch Ramp	2400 linear ft	Accommodate 75' houseboats
New Parking Area	1	For vehicle and trailer parking
Utility Relocation	Greater than 3.5 Miles	Water, Electric, Sewer, Telecommunications

Bullfrog Launch Access/Ramp Approximate Quantities

Feature	Minimum Approximate Quantities
Earthwork	600,000 CY
Rock Blasting	50,000 CY
Asphalt Paving	520,000 SF
Aggregate Base	130,000 CY
Reinforced Concrete or Similar	20,000 SY – 40,000 SY

Specifications and drawings are not attached for Phase 1 but will be included as an amendment in Phase 2. Refer to section J for all attachments.

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SECTION D – PACKING AND MARKING

No clauses included

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SECTION E – INSPECTION AND ACCEPTANCE

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 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

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 730 Calendar Days (this includes both design and construction time). The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$1,482** for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.211-13 TIME EXTENSIONS (SEPT 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)

52.242-14 SUSPENSION OF WORK (APR 1984)

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

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

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(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 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—DEPARTMENT OF THE INTERIOR (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)

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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/>.
 - 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.

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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 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) Construction Management Representative (CMR) a minimum of 5 working days prior to submittal of the formal Invoice through IPP. Within 5 working days of receipt, the CMR shall provide an acceptability recommendation to both the NPS Contracting Officer's Representative (COR) and the contractor. If the CMR recommends acceptance, the contractor shall submit a copy of the final version of the CMR's checklist and the Invoice Package to the NPS through IPP.

1. Completed copy of the CMR'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 (Include if acquisition is being set-aside and clause 52.219-14 is included)
4. Information required by contract clause 52.232-27, Prompt Payment for Construction Contracts
5. A copy of the current construction schedule (refer to project specification section 013216)
6. 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 -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 Clause)

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SECTION H – SPECIAL CONTRACT REQUIREMENTS

SPECIAL REQUIREMENT 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 **60 days after contract award** days after contract award. Performance of added line item tasks shall be at the price negotiated in the contract Schedule.

(End of clause)

SPECIAL REQUIREMENT 2: KEY PERSONNEL

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

PROJECT MANAGEMENT KEY PERSONNEL

- Design-Build Project Manager – The Proposer's overall manager and principal point of contact for activities throughout the entire design-build process.
- Project QA/QC Manager – The Proposer's single point of responsibility for managing quality through design and construction, and who is responsible for all quality assurance and quality control procedures and decisions. The Project QA/QC Manager may also function as the Design QA/QC Manager and/or Construction QA/QC Manager, as qualified.
- Safety Manager – The Proposer's representative in charge of all aspects of the safety program, with authority to halt work if warranted by unsafe conditions at the Project site.

DESIGN & CONSTRUCTION KEY PERSONNEL

- Designer of Record – The Proposer's single point of responsibility for all design procedures and decisions. This individual shall be a registered, licensed Professional Engineer in the State of Hawaii.
- Geotechnical Engineer – The Proposer's engineer who is in charge of all geotechnical aspects of the Project. This individual shall be a registered, licensed Professional Engineer.
- Hydraulic Engineer – The Proposer's engineer who is in charge of all hydraulic aspects of the Project. This individual shall be a registered, licensed Professional Engineer.
- Structural Engineer – The Proposer's engineer who is in charge of all structural aspects of the Project. This individual shall be a registered, licensed Professional Engineer.
- Design QA/QC Manager – The QA/QC representative responsible for implementing the Design QA/QC program referenced in Criteria 3.
- Construction Superintendent – The Proposer's on-site authorized representative in charge of the construction work.
- Project/Construction Engineer – The Proposer's individual responsible for engineering decisions, judgment and construction work on the Project.

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- Construction QA/QC Manager – The QA/QC representative responsible for implementing the Construction QA/QC program.

(b) During the first 120 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 120-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.

(c) 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. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

SPECIAL REQUIREMENT 3: SMALL BUSINESS PARTICIPATION

(a) Definitions. As used in this clause—

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor calling for supplies or services required for performance of the contract.

- (b) The contractor shall ensure a minimum 15% of the total contract value is performed by Small Business. This requirement may be met by
- Self-performance by small business prime contractors and / or
 - Subcontracting portions of the work to small businesses
- (c) Prior to submittal of their initial invoice the contractor shall submit a small business participation plan that demonstrates compliance with the requirements noted in (b) above. The plan shall include:
- A listing of anticipated subcontracts to small businesses including the following information for each subcontract:
 - Subcontractor name
 - Description of supply or service
 - Subcontract dollar value
 - If the prime contractor is a small business then also list the dollar value of the work the prime contractor will self-perform.
 - Total dollar value for all small business subcontracts + dollar value of work to be self-performed by small business prime contractors.
 - The total prime contract dollar value.
 - Small business participation expressed as a percentage of the total contract value contracted to small businesses and self-performed by small business prime contractors.
- (d) Failure of the contractor to meet the minimum required small business participation shall be reflected in the Government’s evaluation of the contractor’s performance upon contract completion.

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(End of clause)

SPECIAL CONTRACT REQUIREMENT 4: PUBLICITY

- (a) Except with the prior approval of the Contracting Officer, the consultant shall not release for publication any drawing, rendering, perspective, sketch, photograph, report, specification, cost estimate, or other material of any nature pertaining to the facilities for which services are performed under the terms of this contract.
- (b) The provision of this article shall extend also to the release of any such material to any person not so authorized by the Contracting Officer.

(End of clause)

SPECIAL CONTRACT REQUIREMENT 5: ORGANIZATIONAL CONFLICTS OF INTEREST

- (a) Purpose. The purpose of this clause is to ensure that the contractor and its subcontractors:
 - 1) Are not biased because of their financial, contractual, organizational, or other interests which relate to the work performed under this contract, and
 - 2) Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.
- (c) No contract for the construction of a project shall be awarded to the firm (including its subsidiaries or affiliates) that designed the supplied 30% design bridging documents for the project (except with the approval of the head of the agency or authorized representative).
- (d) Warrant and Disclosure. The warrant and disclosure requirements of this paragraph apply with full force to both the contractor and all subcontractors. The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, and that the contractor has disclosed all relevant information regarding any actual or potential conflict. The contractor agrees it shall make an immediate and full disclosure, in writing, to the Contracting Officer of any facts that may cause a reasonably prudent person to question the contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.
- (e) Remedies. The Contracting Officer may terminate this contract for convenience, in whole or in part, if the Contracting Officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the contractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the

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Government may terminate the contract for default, suspend or debar the contractor from Government contracting, or pursue such other remedies as maybe permitted by law or this contract.

- (f) Subcontracts. The contractor shall include a clause substantially similar to this clause, including paragraphs (f) and(g), in any subcontract or consultant agreement at any tier expected to exceed the simplified acquisition threshold. The terms “contract,” “contractor,” and “Contracting Officer” shall be appropriately modified to preserve the Government's rights.

(End of Clause)

SPECIAL CONTRACT REQUIREMENT 6: RESPONSIBILITIES FOR DESIGN BUILD CONTRACTS

Responsibility -

- (a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- (b) Neither the Government’s review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor’s negligent performance of any of the services furnished under this contract.
- (c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.
- (d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

Registration Requirements of Designers –

Architects or engineers registered to practice in the particular professional field involved in a State, the District of Columbia, or an outlying area of the United States shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work.

(End of Clause)

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PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are incorporated by reference (by Citation Number, Title, and Date) per the clause at FAR “52.252-2 CLAUSES INCORPORATED BY REFERENCE” in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to a clause’s full text.

- 52.202-1 DEFINITIONS (JUN 2020)
- 52.203-3 GRATUITIES (APR 1984)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
- 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)
- 52.203-8 CANCELLATION, RECESSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)
- 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)
- 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
- 52.204-4 PRINTED OR COPIED DOUBLE SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
- 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)
- 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
- 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)
- 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUB-CONTRACTING WITH CONTRACTOR’S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
- 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
- 52.210-1 MARKET RESEARCH (NOV 2021)
- 52.215-2 AUDIT AND RECORDS-NEGOTIATIONS (JUN 2020)
- 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST AND PRICING DATA (AUG 2011)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (JUN 2020)
- 52.215-12 SUBCONTRACTOR CERTIFIED COST AND PRICING DATA (JUN 2020)
- 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS (JUN 2020)
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
- 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

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52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS (NOV 2021)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN, ALTERNATE II (NOV 2021)

52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

52.219-28 POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

52.222-3 CONVICT LABOR (JUN 2003)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS-OVERTIME COMPENSATION (MAR 2018)

52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)

52.222-7 WITHHOLDING OF FUNDS (MAY 2014)

52.222-8 PAYROLLS AND BASIC RECORDS (JUL 2021)

52.222-9 APPRENTICES AND TRAINEES (JUL 2005)

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

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

52.222-12 CONTRACT TERMINATION - DEBARMENT (MAY 2014)

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

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

52.222-26 EQUAL OPPORTUNITY (SEP 2016)

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

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

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

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022)

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 14026 (JAN 2022)

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

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION (SEP 2013)

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

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

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

52.223-21 FOAMS (JUN 2016)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

52.224-2 PRIVACY ACT (APR 1984)

52.224-3 PRIVACY TRAINING (JAN 2017)

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

52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)

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

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52.227-4 PATENT INDEMNITY—CONSTRUCTION CONTRACTS (DEC 2007)
 52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)
 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
 52.228-11 PLEDGES OF ASSETS (FEB 2021)
 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (MAY 2014)
 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)
 52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)
 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
 52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021)
 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
 52.232-10 PAYMENTS UNDER FIXED PRICE ARCHITECT-ENGINEER CONTRACTS (APR 2010)
 52.232-11 EXTRAS (APR 1984)
 52.232-17 INTEREST (MAY 2014)
 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS CONTRACTORS (NOV 2021)
 52.233-1 DISPUTES (MAY 2014) – ALTERNATE 1 (DEC 1991)
 52.233-3 PROTEST AFTER AWARD (AUG 1996)
 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
 52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)
 52.242-13 BANKRUPTCY (JUL 1995)
 52.243-4 CHANGES (JUN 2007)
 52.244-4 SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES)(AUG 1998)
 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2022)
 52.245-9 USE AND CHARGES (APR 2012)
 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
 52.248-3 VALUE ENGINEERING – CONSTRUCTION (OCT 2020)
 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012), ALT 1 (SEP 1996)
 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
 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)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)

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(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at [41 U.S.C. 4712](#) by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (FAR) [3.908](#).

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under [41 U.S.C. 4712](#), as described in section FAR [3.908](#).

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold, as defined in FAR [2.101](#) on the date of subcontract award.

(End of clause)

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>.

(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.

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(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)

52.204-25 PROHIBITION ON CONTRACTING FOR 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 (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services —Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services , or any equipment , system, or service that uses covered telecommunications equipment or services " in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) Definitions . As used in this provision—

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

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment , system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul , roaming , or interconnection arrangements ; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment , system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services , regardless of whether that use is in performance of work under a Federal contract . Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul , roaming , or interconnection arrangements ; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services ".

(d) *Representation.* The Offeror represents that—

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(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract , subcontract or other contractual instrument resulting from this solicitation . The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry , for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services , or use any equipment , system, or service that uses covered telecommunications equipment or services . The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

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

(i) For covered equipment —

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

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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer :

(i) For covered equipment —

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

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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

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(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 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)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (SEP 2021)

(a) Evaluation preference.

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

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
- (ii) Otherwise successful offers from small business concerns.

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

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

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

☐ Offeror elects to waive the evaluation preference.

(c) *Notice.* The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by [13 CFR 126.501](#) if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

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

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

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

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

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

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

(2) Submit this estimate to jeremiah_rogers@nps.gov and zaira_lupidi@nps.gov

(End of clause)

52.225-11 BUY AMERICAN – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2021)

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

Caribbean Basin country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

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

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

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

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) [2.101](#));

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

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

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

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

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

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

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(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if—

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

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

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

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

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

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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

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

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

WTO GPA country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR [12.505](#)(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

NONE

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

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

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

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

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

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)]. [List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.]*

“Bahrainian, Mexican, or Omani construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials. (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, NAFTA, and the Oman FTA apply to this acquisition. Therefore, the Buy American statute restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(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

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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 each person*
\$500,000 each occurrence*
\$1,000,000 property damage*

Architect-Engineer

\$200,000 each 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 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)

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 **30 percent** of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-2 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)

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

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(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.

(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)

52.236-4 PHYSICAL DATA (APR 1984)

No physical data is available with Phase I. It is anticipated that the following will be included for Phase II:

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 boring log within the ramp construction location. Bathymetric and topographic survey data to be provided. Hydrology study to be provided.

(b) Weather conditions _____ .

(c) Transportation facilities _____

(d) _____

(End of clause)

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 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.

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(End of clause)

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)

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)

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)

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 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)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

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(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)

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.

(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)

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)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will—

(1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) Avoid interruptions of Government operations and delays in project completion dates; and

(3) Control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall—

(1) Provide appropriate safety barricades, signs, and signal lights;

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(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

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)

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

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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)

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 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)

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.

(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

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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)

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)

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)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (NOV 2020)

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

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

(End of clause)

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PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

	TITLE	DATE	NO. OF PAGES
ATTACHMENT 1	Key Personnel Resume Form		1
ATTACHMENT 2	Letters of Commitment		2
ATTACHMENT 3	Project Experience Form		1
ATTACHMENT 4	Past Performance Questionnaire		3
ATTACHMENT 5	Small Business Participation Document		1
ATTACHMENT 6	General References		2
ATTACHMENT 7	Subcontracting Plan Template		12

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PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

PROVISIONS INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are incorporated by reference (by Citation Number, Title, and Date) per the clause at FAR “52.252-2 CLAUSES INCORPORATED BY REFERENCE” in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to a clause’s full text.

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATION (JUN 2020)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **237310, Highway, Street, and Bridge Construction.**

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

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

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

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

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

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

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

(i) ☐ Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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:

☒ (i) [52.204-17](#), Ownership or Control of Offeror.

☒ (ii) [52.204-20](#), Predecessor of Offeror.

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

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

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

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

☐ (vii) [52.227-6](#), Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

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

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

FAR Clause	Title	Date	Change
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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)

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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 (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

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

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

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

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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

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) **Representation.** (1) The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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 products and commercial services as defined in Federal Acquisition Regulation [2.101](#).

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

☐ (1) The Offeror certifies that—

(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.

(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. 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

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(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 NOTICES TO OFFERORS

PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are incorporated by reference (by Citation Number, Title, and Date) per the provision at FAR “52.252-1 PROVISIONS INCORPORATED BY REFERENCE” in Section L of this contract. See FAR 52.252-1 for an internet address (if specified) for electronic access to a clause’s full text.

- 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
- 52.204-22 ALTERNATE LINE ITEM PROPOSAL (JAN 2017)
- 52.211-6 BRAND NAME OR EQUAL (AUG 1999)
- 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (NOV 2021)
- 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)
- 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)
- 52.236-28 PREPARATION OF PROPOSALS—CONSTRUCTION (OCT 1997)

52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS. (JUNE 1988)

Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference. The specifications cited in this solicitation may be obtained from Industry Organizations listed in the Specifications Document at 01 42 00 – Part 1, para 1.4 A.

(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)

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

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

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

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
<u>12.6%</u>	<u>6.9%</u>

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 **Kane County, Utah**.

(End of provision)

52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country 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 Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause [52.225-11](#)).

(b) Requests for determination 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)

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and (d) of FAR clause [52.225-11](#) 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 materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause [52.225-11](#).

(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, except foreign construction material from a designated country other than Bahrain, Mexico, or Oman that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-11](#), the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahrainian, Mexican, or Omani 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 FAR clause [52.225-11](#) 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 FAR clause [52.225-11](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a proposal guarantee in the proper form and amount, by the time proposals are due, may be cause for rejection of the proposal.

(b) The offeror shall furnish a proposal guarantee in the form of a firm commitment, e.g., proposal 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 proposal guarantees, other than proposal bonds—

- (1) To unsuccessful offerors as soon as practicable after the contract award; and
- (2) To the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the proposal as accepted.

(c) The amount of the proposal guarantee shall be 20% percent of the total proposal price or \$3,000,000 whichever is less.

(d) If the successful offeror, upon acceptance of its proposal 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 offeror, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the offeror is liable for any cost of acquiring the work that exceeds the amount of its proposal, and the proposal guarantee is available to offset the difference.

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(End of provision)

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 **Attn: Jeremiah Rogers, 12795 West Alameda Parkway, Lakewood, CO 80228.**

(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)

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/content/regulations>

(End of provision)

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 Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

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

TBD – Will be included with Phase II, to be issued at a later date

(c) Participants will meet at—

TBD – Will be included with Phase II, to be issued at a later date

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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(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 provision)

INSTRUCTIONS FOR THE SUBMISSION OF OFFERS AND OTHER INFORMATION – COMPETITIVE SOURCE SELECTION

A. OVERVIEW – DESIGN BUILD

The Government is looking for ways to streamline construction, manage labor and other resource constraints in an effort to reduce costs and achieve an aggressive schedule in executing the contract to meet the NPS's program goals of faster project execution at lower cost, while taking advantage of industry standards, means and methods. This procurement is being conducted using the two phased, best value design-build selection process in accordance with FAR 36.3. Only those successful Offerors from Phase 1 will be invited to submit proposals in response to the Phase II Request for Proposals (RFP). The purpose of Phase 1 is to seek qualifications proposals based on relevant and recent past performance as well as the design-build Offeror's approach to the project with respect to the anticipated role of the selected designer of record and its organizational structure and qualifications. Proposals will be evaluated in Phase 1 of the two phased design-build selection procedure in accordance with the evaluation criteria denoted herein. Interested firms or joint venture entities (referred to as “Offerors”) submit certain specified performance capability proposals, demonstrating their capability to successfully execute design-build under the contract resulting from this solicitation. The Government will evaluate the qualifications in accordance with the criteria described below and will short-list no more than five (5) of the Phase 1 Offerors to compete for the contract award in Phase 2.

In Phase 2, the Government will provide existing conditions information and Schematic Design documents and the Phase II RFP package to the short-listed Offerors who will be requested to submit proposals for the work in accordance with the Scope of Services. In Phase 2, the Contracting Officer will award one fixed price contract to the Offeror whose proposal offers the best overall value to the Government, considering the price and non-price factors described in Phase 2.

Challenges:

The successful design-build team will need creative solutions to address the following challenges:

- Sourcing and Supply of materials in isolated and remote areas
- Need for early project completion (or aggressive design and construction schedule)
- High Public and Political Interest
- Work in environmentally sensitive areas
- Earthwork balance
- Boat Launch Ramp Design/Construction
- Utility Infrastructure Relocation: Overhead and Subsurface (electric, telecommunications, water, sewer)
- Transportation Infrastructure Improvements: Roadway and parking lot
- Subsurface/Underwater Design/Construction: Designing/Constructing reinforced concrete (or similar) below water surface elevations from shallow to depths exceeding 50-foot
- Mass Grading including Rock Excavation

Design Work

- Roadway/Parking Area/Boat Ramp design
- Utility design (Water, Wastewater, Electric, Communications)
- Hydraulic design
- Geotechnical design
- Pavement design
- Safety design
- Soil erosion and sediment control design and dust control
- Temporary/Permanent traffic management and control including public safety

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- Design QA/QC
- Construction Permitting

Construction Work:

- Construction of roadway, parking area, and boat ramp, including applicable geotechnical, drainage, safety features and crossings
- Installation of sediment, erosion and dust control measures
- Implement permit requirements
- Temporary Works (trenching, dewatering, in-water construction, etc.)
- Installation of temporary traffic control facilities and devices
- Construction QA/QC, including Materials Sampling and Testing

Partnership:

The degree of success of this project will depend largely upon the nature of the relationship between the Contractor and the Government. The Government's intent is to work with the Contractor as an integrated team with common goals of improving quality and productivity, and achieving cost savings and other economies and efficiencies across the full spectrum of performance. To the greatest degree possible, the Government intends to adopt commercial practices to accomplish these goals. The Government will provide the Contractor maximum flexibility to determine specific work methods that satisfy the performance-based requirements in the contract. The Government expects the Contractor to participate with the Government in continuous improvement activities, and proactively address risks and challenges to project success. The Government also intends to work with the Contractor to devise and implement processes that are appropriate for this design-build project and provide the Government insight into project progress without an undue level of Government oversight.

Special Requirements:

The Contractor shall be responsible for providing professional design services unless this responsibility is expressly excluded from the Contract. In the performance of such work, the Contractor shall be responsible for retaining licensed design professionals, who shall sign and seal all drawings, calculations, specifications and other submittals that the licensed professional prepares. The Contractor shall be responsible for, and DSC shall be entitled to rely upon the adequacy and completeness of all professional design services provided under this contract.

This Contract is intended for the sole benefit of the Parties, no person shall be deemed a third-party beneficiary of this Contract. Notwithstanding the foregoing, the Contractor shall include in all subcontracts that require professional design services express terms establishing NPS as a third-party beneficiary.

The Contractor is responsible for coordinating all activities of all subcontractors. This responsibility includes but is not limited to the coordination of: preparation of shop drawings produced by different subcontractors where their work interfaces or may potentially conflict or interfere, and the installation of such work; scheduling of work by subcontractors; and use of the Project site for staging and logistics.

This solicitation describes the methodology to be used in the evaluation of both Phase 1 and Phase 2 proposals and provides instructions for the submission of the Phase 1 and 2 proposals. This source selection, after evaluation of all the factors may result in an award being made to an Offeror that is not the lowest priced. Following are the **non-price evaluation** factors that will be used in each phase:

Phase I Technical Factors

- | | |
|----------|--|
| Factor 1 | Design Build Technical Approach |
| Factor 2 | Project Experience on Similar Size, Scope, and Complexity Projects |
| Factor 3 | Project Management Plan and Project Quality Plan |
| Factor 4 | Past Performance of Construction and Design Firms |

Phase II Technical Factors

- | | |
|----------|--------------------|
| Factor 1 | Technical Approach |
| Factor 2 | Schedule |
| Factor 3 | Key Personnel |

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Factor 4 Small Business Subcontracting Participation

Phase II Price Factor

Factor 5 Price

B. GENERAL

1. Submit, at a minimum, an offer that conforms to the solicitation documents. By submission of an offer, the offeror unconditionally assents to the terms and conditions in this solicitation and in any solicitation attachments. Proposals offering alternative stipulations to the requirements of this solicitation will NOT be considered or accepted.
2. In accordance with FAR 36.209, all firms, prime contractors or subconsultants, involved in developing the design or specifications for 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.
3. The Offeror shall provide their Unique Entity Identifier (UEI) as SAM will no longer utilize the DUNS field to identify vendors within this system and has converted to a Unique Entity Identifier code. All vendors in SAM.gov have been assigned a UEI.
4. Contract Cost Ceiling Limitation for Design and Construction Costs: The design and construction costs will be subject to the funds available for this project. The total contract award shall not exceed \$33,000,000 for this contract. Offerors are notified that they are under no obligation to approach this ceiling. However, the Government may not be able to make an award if the dollar amount set for this project is exceeded.

C. QUESTIONS

Pre-proposal questions shall be submitted a minimum of 7 days prior to the due date and time for proposals. Submit questions only through email to both of the following:

Contracting Officer, Jeremiah Rogers, Jeremiah_rogers@nps.gov

Contract Specialist, Zaira Lupidi, Zaira_lupidi@nps.gov

D. OFFER DUE DATE AND LOCATION

1. To be considered for award, proposals must be received no later than 2pm on the date and time noted in Block 13.a of the SF1442 contained in this solicitation. Phase II submission requirements will be provided in a subsequent amendment to the short-listed firms.

D. SUBMISSION REQUIREMENTS

1. Proposals shall be digital and shall be submitted via email. Proposals submitted via any means other than email shall not be accepted.
2. Proposals shall be sent to all of the following:
 - a. Contracting Officer, Jeremiah Rogers, Jeremiah_Rogers@nps.gov
 - b. Contract Specialist, Zaira Lupidi, Zaira_Lupidi@nps.gov
 - c. CS_DSC_Proposal_Submission@nps.gov
3. Title subject line for all proposal submissions shall contain the solicitation number, Park-PMIS, and number of total emails, per the following example:
 Subj: 140P2023RXXXX, GLCA 318877 Phase I (or Phase II), email 1 of 3

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4. Submit proposals in separate VOLUMES (I, Technical Proposal and II, Business Proposal) in the FORMATS specified, containing CONTENTS required. Each volume shall be submitted in separate email attachments.
5. Size limits:
 - a. Each email shall be no larger than 30 MB
6. Offerors shall verify receipt of proposals.

E. PHASE I Volume I – TECHNICAL PROPOSAL - FORMAT, ORGANIZATION, CONTENTS

The Phase I offer shall consist of the Technical Proposal and Business Proposal and associated Past Performance information. Submissions shall be provided on 8 1/2 " x 11" paper, 12 point font, with 1" margins. The Phase I page limitation for Volume I, technical proposal, is **40 pages**, including all graphs, pictures, and informational packets. Not included in the page count is resumes and the schedule Gantt Chart, as identified in each evaluation factor. Volume II, business proposal, has no page limit. Required contents of the submission package are detailed below.

If the Offeror is a joint venture, the joint venturer's name, address, a signature of the official that can bind the firm and a telephone number shall appear in the lower left corner of the title page of any document/volume to be evaluated. All members of the joint venture shall sign the SF 1442 and the bid bond unless a written agreement by the joint venture is furnished with the proposal designating one firm with the authority to bind the other member(s) of the joint venture. In addition, a copy of the joint venture agreement shall be submitted with the proposal. The Offeror shall ensure that it complies with the applicable requirements of 13 CFR Part 124 and 13 CFR Part 126, respectively.

1. **FORMAT:** Submit (1) one electronic copy. No hard copies shall be submitted.
2. **ORGANIZATION:** Include folders and files for electronic formats named as follows:

FACTOR 1 – DESIGN BUILD TECHNICAL APPROACH
 FACTOR 2 – PROJECT EXPERIENCE
 FACTOR 3 – PROJECT MANAGEMENT PLAN AND QUALITY MANAGEMENT PLAN
 FACTOR 4 – PAST PERFORMANCE

3. **CONTENTS:**

Phase I, Volume 1 – Technical Proposal: Factors 1-4 are listed in descending order of importance.

FACTOR 1 – DESIGN BUILD TECHNICAL APPROACH

The Evaluation Board will review and evaluate each Proposer's understanding of tasks involved in a D-B project and the Proposer's approach to managing, designing and constructing the Project.

Submit a general description of the tasks involved in the D-B process and the approach the Proposer will take for design and construction administration. Include a discussion on how the Proposer intends to maximize the benefits of the D-B process. Discuss the involvement of the design members of the Proposer's team during construction including how design and construction members will interface during construction. Also discuss how review comments will be incorporated and submittals will be addressed during construction.

Describe how the team will coordinate with the Denver Service Center throughout the D-B process.

Describe your Project Management Plan to manage design and construction, project costs and schedule.

Describe and provide an outline of your Quality Control/Quality Assurance Plan

Identify potential risk factors, special issues or problems and their impact on the delivery of the Project. Explain the approach to mitigate those risks, issues or problems

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FACTOR 2 – PROJECT EXPERIENCE on Similar Size, Scope, and Complexity projects

The Offeror's construction and design entity should each demonstrate recent, relevant experience on similar projects, using the Project Experience Form (Attachment 3). Offeror may identify state and local government and provide projects that are similar to the Government's requirements. If the Offeror is a joint venture, limited liability corporation or integrated design-build firm provide experience information for design and construction, demonstrating the experience of each proposed design and construction entity as is relevant to their proposed role on this project. Submit projects that are currently well underway (designed and at least 50% construction progress completed) or completed and turned over no longer than five (5) years preceding the date of this solicitation. If any firm has multiple functions or divisions, limit the project examples to those performed by the division or unit submitting the offer or by the team member. Design firms may list prime contractors they have worked for or government, private or commercial customers. The Offeror shall select the design firm(s). If projects were design-build, so identify them. Both the prime contractor and the design firm(s) shall each submit no more than five (5) projects.

Projects will be considered similar to this procurement if they are similar in complexity, in type, scope or magnitude. The projects submitted should include the following criteria*:

- i. Design and Construction of roadway, parking areas, and boat ramp (including water construction).
- ii. Work in environmentally sensitive areas.
- iii. Typical project size should reflect similar project characteristics of this requirement.
- iv. Completed on time and within budget or include discussion on contract growth and how it was handled.
- v. Construction value of at least \$33M.
- vi. Additionally, projects should reflect similar features in terms of technical complexity and schedule goals.

**Projects do not have to include all of the criteria; however, this will be evaluated more favorably.*

The Offer may provide a supplemental narrative (not project lists) not to exceed two pages, explaining how any corporate experience that is not directly related to the specific projects above is applicable to this project and how the Government will benefit.

The Offeror should explain any previous teaming arrangement between the current team members, if not described in the project list. Describe team members' experience, if not included on the project list. Offeror may describe design-build experience on other types of projects. The above information is limited to projects that are well underway or that have been completed and turned over no longer than the past five (5) years preceding the date of this solicitation.

Submit evidence of construction work within the last five (5) years, indicating that quality work was completed on schedule and within budget.

FACTOR 3: PROJECT MANAGEMENT PLAN AND QUALITY MANAGEMENT PLAN

Project Management Plan

Proposals shall discuss how the proposers shall submit information that describes their plans for managing and controlling risk and cost for design and construction of the Project. The submittal shall address the Proposer's plans for delivering a quality project on time and within budget.

Quality Management Plan

The proposers shall submit information regarding their overall plan to manage quality throughout the delivery of the Project. The submittal shall include a written Quality Management Plan that describes the Quality Assurance and Quality Control activities that will be undertaken during design and construction.

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FACTOR 4 – PAST PERFORMANCE of CONSTRUCTION and DESIGN FIRMS

Past performance refers to the quality of recent project experience from the owner's perspective. The prime construction contractor and the design firm (or prime contractor if design is to be self-performed) shall provide customer reference name(s), company affiliation and current phone numbers on the specific project experience sheets in Attachment 3 or other projects that establish a firm's past performance. It is preferred that firms submit the same projects that were submitted for Factor 2, Project Experience. If any firm has multiple functions or divisions, limit the project examples to those performed by the division, unit, or team member submitting the offer. Additional past performance examples may be submitted for consideration on any other member of a Teaming Arrangements that will perform a major or critical aspect of the project. Projects cited shall be currently well underway (fully designed and at least 50% construction progress completed) or construction substantially completed within five (5) years preceding the date of this solicitation. The Government may contact and interview the points of contact and reserves the right to interview other individuals acting for the listed reference, if the listed reference is not available. The Offeror or the design firm may briefly provide information on problems encountered or identified on projects and any correction action taken. The Government reserves the right to limit the number of references it ultimately contacts and to contact references or use sources other than those provided by the offeror to obtain information related to past performance. Other sources include, but are not limited to, the Past Performance Information Retrieval System; Federal, State or local governmental agencies; and private sector businesses. Exchanges between the Government and the offeror may occur to clarify the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond.

The offeror shall coordinate completion of the form entitled "Past Performance Questionnaire" (Attachment 4) in the Proposal Submission Package for construction projects of the same scope and complexity as the contemplated contract. Fill out Sections I and II and provide to a reference, who should complete the remainder and return the form to the Contracting Officer and Contract Specialist.

End of Volume 1 – Technical Proposal Requirements.

F. PHASE I VOLUME II, BUSINESS PROPOSAL – FORMAT, ORGANIZATION, CONTENTS

1. **FORMAT:** Submit (1) one electronic copy. No hard copies shall be submitted. There is no maximum page count for this section.
2. **ORGANIZATION:** Include a Table of Contents with tabs for hard copy formats and folders and files for electronic formats named as follows:
 - SF1442, Signed
 - AMENDMENTS
 - SECTION K REPRESENTATIONS AND CERTIFICATIONS
 - BONDING CAPACITY LETTER. Letter from Bonding Company confirming ability to bond to \$33M or more.
3. **CONTENTS:**
 - A. The Solicitation – Standard Form (SF 1442) – Solicitation Offer and Award Standard Form 1442, Solicitation, Offer, and Award, (Construction, Alteration, or Repair): Complete blocks 14 through 20C only. An official having the authority to contractually bind the offeror's company must sign the SF 1442 in accordance with the procedures prescribed in FAR 4.102. The joint venturer's name, address, a signature of the official that can bind the firm and a telephone number shall appear in the lower left corner of the title page of any document/volume to be evaluated. All members of the joint venture shall sign the SF 1442 and the bid bond (for Phase II) unless a written agreement by the joint venture is furnished with the proposal designating one firm with the authority to bind the other member(s) of the joint venture. In addition, a copy of the joint venture agreement shall be submitted with the proposal. The Offeror shall ensure that it complies with the applicable

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- requirements of 13 CFR Part 124 and 13 CFR Part 126, respectively.
- B. Offeror Representations and Certifications, completed.
- C. Amendments must be acknowledged either on SF 1442 or on the amendment itself.
- D. Firms must submit a letter from their bonding company certifying capability of fulfilling a bonding capacity of at least \$33,000,000.**

G. PHASE II Volume I – TECHNICAL PROPOSAL - FORMAT, ORGANIZATION, CONTENTS

Below is the draft Phase II instructions. The following may be amended prior to issuance of the Phase 2 amendment:

The Phase II offer shall consist of the Technical Proposal and Business Proposal and associated Past Performance information. Submissions shall be provided on 8 1/2 " x 11" paper, 12 point font, with 1" margins. The Phase II page limitation for Volume I, technical proposal, is **60 pages**, including all graphs, pictures, and informational packets. Not included in the page count is resumes and the schedule Gantt Chart, as identified in each evaluation factor. Required contents of the submission package are detailed below.

If the Offeror is a joint venture, the joint venturer's name, address, a signature of the official that can bind the firm and a telephone number shall appear in the lower left corner of the title page of any document/volume to be evaluated. All members of the joint venture shall sign the SF 1442 and the bid bond unless a written agreement by the joint venture is furnished with the proposal designating one firm with the authority to bind the other member(s) of the joint venture. In addition, a copy of the joint venture agreement shall be submitted with the proposal. The Offeror shall ensure that it complies with the applicable requirements of 13 CFR Part 124 and 13 CFR Part 126, respectively.

1. **FORMAT:** Submit (1) one electronic copy. No hard copies shall be submitted.
2. **ORGANIZATION:** Include folders and files for electronic formats named as follows:

FACTOR 1 – TECHNICAL APPROACH
 FACTOR 2 – SCHEDULE
 FACTOR 3 – KEY PERSONNEL
 FACTOR 4 – SUBCONTRACTING SMALL BUSINESS PARTICIPATION
 FACTOR 5 – PRICE

3. **CONTENTS:** Include folders and files for electronic formats named as follows:

Phase II, Volume 1 – Technical Proposal Requirements. Technical Factors 1-4 are listed in descending order of importance. All the non-price (Factors 1-4), when combined, are approximately equal to Factor 5 – Price

FACTOR 1 – TECHNICAL APPROACH

The proposers shall submit information describing their proposed project and methods they intend to use in designing and constructing it. The submittal shall include drawings, written descriptions and other materials that address the criteria below.

Technical Characteristics of Proposed Project

The proposers shall submit drawings, details, technical information and narratives that describe the project they intend to design and construct in response to the requirements presented in the Request for Proposals. Include a narrative describing the project that you intend to build including your means and methods for critical elements of work, such as including the construction work to be done in the water.

Approach to Design and Construction

The proposers shall submit information that describes their approach to designing and constructing this specific proposed project. Offerors can submit drawings, draft plans, product information, and other information that can be used to demonstrate the offerors approach to completing the work.

FACTOR 2 – SCHEDULE

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Submit your proposed construction schedule and schedule narrative for THIS SPECIFIC PROJECT showing completion within the required period of performance contained in this solicitation with accompanying schedule narrative. Submit your schedule in MS Project Gantt Chart format; for evaluation purposes only assume a Notice to Proceed date of MAY 1, 2023; and include specific activities required for this project and a clear critical path with major milestones and applicable predecessor activities. In your accompanying narrative, explain schedule logic, critical path activities, and key considerations and constraints. There is no preprinted form for this submittal.

FACTOR 3: KEY PERSONNEL

Key Personnel Experience: The Offeror shall submit resumes for key personnel. All personnel proposed are subject to substitution limitations and requirements contained in this solicitation. There is no preprinted form for this submittal. At a minimum, resumes for the following personnel will be included:

- Design-Build Project Manager – The Proposer’s overall manager and principal point of contact for activities throughout the entire design-build process.
- Project QA/QC Manager – The Proposer’s single point of responsibility for managing quality through design and construction, and who is responsible for all quality assurance and quality control procedures and decisions. The Project QA/QC Manager may also function as the Design QA/QC Manager and/or Construction QA/QC Manager, as qualified.
- Safety Manager – The Proposer’s representative in charge of all aspects of the safety program, with authority to halt work if warranted by unsafe conditions at the Project site.
- Designer of Record – The Proposer’s single point of responsibility for all design procedures and decisions. This individual shall be a registered, licensed Professional Engineer in the State of Hawaii.
- Geotechnical Engineer – The Proposer’s engineer who is in charge of all geotechnical aspects of the Project. This individual shall be a registered, licensed Professional Engineer.
- Hydraulic Engineer – The Proposer’s engineer who is in charge of all hydraulic aspects of the Project. This individual shall be a registered, licensed Professional Engineer.
- Structural Engineer – The Proposer’s engineer who is in charge of all structural aspects of the Project. This individual shall be a registered, licensed Professional Engineer.
- Design QA/QC Manager – The QA/QC representative responsible for implementing the Design QA/QC program referenced in Criteria 3.
- Construction Superintendent – The Proposer’s on-site authorized representative in charge of the construction work.
- Project/Construction Engineer – The Proposer’s individual responsible for engineering decisions, judgment and construction work on the Project.
- Construction QA/QC Manager – The QA/QC representative responsible for implementing the Construction QA/QC program.

Two (2) personal references should be provided for each of the Key Personnel. The Government may contact the references to determine the relevance and quality of the key personnel’s project experience. Key personnel should have at least ten (10) years of relevant experience.

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Describe what firms, their resources and how their resources will be utilized, their roles and responsibilities and any contractual arrangements that have been established. Indicate whether each individual has had a significant role in any of the cited project examples. Clearly describe any teaming or joint venture arrangements, including a clear description of each firm's roles and responsibilities on the project. A copy of the team or joint venture agreement(s) may be appended to the plan (not included in the page limitation).

Include a simple organizational chart, illustrating the organization, including the proposed quality control group(s). The organizational chart shall clearly depict the key positions and the names of the personnel, their firm affiliations and their job locations, their job/position title within the organization. Present a matrix of responsibilities for each firm in executing the key work breakdown structure activities of the project, including design and construction activities for each major feature. Identify the design firm(s) chosen for the project, if not to be self-performed. Identify the specific firms chosen as key subcontractors. The key personnel organization chart shall be consistent with the corporate organization chart, with the matrix of responsibilities assigned to the D-B team firms and with the list of key personnel to be provided under the Key Personnel Factor.

Indicate whether each individual has had a significant role in any of the cited project examples. If re-assignment of personnel is considered possible, provide alternate professionals in each assignment. Include key designers, whether employed by the prime or by a design subcontractor. Permit preparers must be professional registered in the state the project is located. All designers of record must be registered in accordance with contract clause 52.236- 25 Requirements for Registration of Designers. Offeror shall provide unequivocal letters of from all proposed key personnel not currently employed by the team members. If any of the positions are to be "dual hats", clearly list the multiple positions that the one personnel is being assigned to. The Offeror shall document teaming arrangements with its design firms(s) and key subcontractors with the form attached as Attachment 2, letters of commitment.

Describe the proposed management structure for the team, describing how the design and construction process will be managed and the authorities and delegations of authority within the team.

FACTOR 4 - SMALL BUSINESS PARTICIPATION

All Offerors (both other than small businesses and small businesses) shall provide a written Small Business Participation Document (SBPD) demonstrating the extent of the proposed participation/commitment to use U.S. small businesses in the performance of this acquisition (as small business prime offerors or small business subcontractors) relative to the objectives and requirements established herein. All Offerors shall submit the SBPD, Attachment 4, with their phase II proposal. All Offerors shall adhere to the agencies subcontracting goals which are identified as follows:

SMALL BUSINESSES (SB), TOTAL:	44%
(Including VOSB, SDVOSB, HUBZone SDB, and WOSB)	
VETERAN-OWNED SMALL BUSINESSES (VOSB):	3.0%
SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (SDVOSB):	3.0%
HUBZone SMALL BUSINESSES (HUBZone):	3.0%
SMALL DISADVANTAGED BUSINESSES (SDB):	5.0%
WOMEN-OWNED SMALL BUSINESSES (WOSB):	5.0%

Offerors shall provide a listing of products and/or services to be subcontracted; subcontractors that are used in (SBPD) preparing your proposal and the business size and socio-economic status of each listed subcontractor. Address efforts to be made to ensure that maximum practicable subcontracting opportunities have been and will be made available to socio-economic categories detailed above. Explain the method and the quantitative basis used to establish the percentage goals. Include information relative to the method to be used for identified potential subcontractors and roles and responsibilities by the Prime in establishing and monitoring results achieved.

H. PHASE II VOLUME II, BUSINESS PROPOSAL – FORMAT, ORGANIZATION, CONTENTS

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1. **FORMAT:** Submit (1) one electronic copy. No hard copies shall be submitted.
2. **ORGANIZATION:** Include a Table of Contents with tabs for hard copy formats and folders and files for electronic formats named as follows:
 - AMENDMENTS ACKNOWLEDGED
 - BID BOND, SF 24
 - CONTRACT PRICE SCHEDULE
 - GENERAL REFERENCES
3. **CONTENTS:**
 1. Acknowledgement of Amendments: Acknowledge all solicitation amendments using one of the methods set forth in Block 11 of Standard Form 30.
 2. SF 24 Bid Bond: Submit Standard Form 24, Bid Bond duly executed between the Offeror and the bonding company. Refer to FAR 52.228-1.
 3. SECTION B, CONTRACT PRICE SCHEDULE: Enter the proposed dollar amount for each line item in the price schedule shown in section "B" of this solicitation. In addition to the completion of the price schedule, the Offeror shall provide data other than certified cost or pricing data which shall include a detailed cost proposal which provides for the proposed man hours, equipment and materials, and other costs to accomplish the effort by phase of work for the construction phase of the project. The breakdown shall include all relevant information provided for the associated markup (FOOH and HOOH), profit and overhead rates. Include price quotes for any needed supplies and services. The Offeror shall summarize significant pricing assumptions, scope limitations and/or qualifications of the cost/price. There is no required format for the submission of this data; however, it shall be broken down by phase of work. In addition, a schedule of values showing the price breakdown by major work components shall also be provided.

The offeror shall provide the price proposal for the Architect/Engineer portion of the work utilizing the price proposal spreadsheet from the Denver Service Center's Workflow website: [Forms/Templates/Samples/Guidelines - \(U.S. National Park Service\) \(nps.gov\)](#). A copy is also attached. For the construction portion of the work, the contractor shall provide information denoted above in the Price Schedule in addition to provide a schedule of values showing the price breakdown by major work components.

 4. General References: Provide a completed copy of the form entitled "General References," which is provided in the Proposal Submission Package. This form contains a listing of reference information related to the offeror's surety, bank, insurance company, subcontractors, and material suppliers.

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SECTION M – EVALUATION FACTORS FOR AWARD

A. BASIS FOR AWARD

The Government will conduct a source selection using the Two-Phase Design Build Selection Procedures noted in Federal Acquisition Regulation (FAR) Part 36.3 (Phase 1) and FAR Part 15 (Phase 2).

The Contracting Officer will award a firm fixed price contract to the responsible Offeror whose proposal the Source Selection Authority has determined conforms to the solicitation, is fair and reasonable, and offers the best overall value to the Government, considering all non-price factors described herein, and price. All evaluation factors, other than price, when combined are considered equal to price; however, the Contract award shall not exceed the cost limitation described on the SF-1442 above. The intent of this solicitation is to obtain the best proposal within the cost limitation. There is no obligation to approach or match the cost limitation in the offer. After the Government individually evaluates and rates each proposal, the Contracting Officer/Source Selection Authority will compare proposals to determine which proposal represents the best value. The Government reserves the right to accept other than the lowest priced offer or to reject all offers. The Government will not award a contract to an Offeror whose proposal contains a deficiency, as defined in FAR 15.001. If there is a lower priced, conforming offer(s), the Contracting Officer/Source Selection Authority must determine that the added value of a more expensive proposal (within the cost limitation) would justify award to that Offeror.

As part of the evaluation, the Government will evaluate enhancements in proposals relative to the minimum standards in the RFP to determine if they offer additional value to the Government. In addition, innovations in proposals will be evaluated to determine if creative ideas of the Offeror are a better value to the Government compared to the minimum criteria.

Additionally, pursuant to FAR 52.215-1(f), Contract Award, contained herein:

- The Government may reject any or all proposals if such action is in the Government's interest.
- The Government may waive informalities and minor irregularities in proposals received.
- The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal in Phase 1 and Phase 2 should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the CO later determines them to be necessary.

B. EVALUATION PROCESS

In each phase, all proposal evaluations will be conducted in strict confidence. The number and identifies of offerors and proposal contents will be revealed only to individuals involved in the evaluation process. No information will be revealed to other offerors. The evaluation process is as follows:

Phase 1

- All qualified offerors were invited to submit Phase 1 proposals consistent with the "Instructions to Offerors" provision of this solicitation.
- Upon receipt of Phase 1 proposals, the Government will evaluate those proposals against the Phase 1 evaluation criteria stated to determine the most highly qualified offerors. **A maximum of five (5) offerors will be selected to move on to Phase 2.**

Phase 2

- The Government request Phase 2 offerors submit a proposal that addresses the Phase 2 evaluation criteria. Phase 2 proposals shall be submitted in two volumes. Volume 1 shall address only the Phase 2 non-price evaluation factors. Volume 2 shall include offerors' price proposal.
- The Government will evaluate the Phase 2 Volume 1 proposals. After rating proposals against the Phase 2 evaluation factors, the Government will review offerors' price proposals and perform the trade-off process as

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defined by FAR Part 15. It is the Government's intention to award a single fixed price contract to the offeror whose Phase 2 proposal provides the best value to the Government.

- A Technical Evaluation Panel (TEP) comprised of Government personnel will conduct a technical evaluation of proposals. The TEP will review, evaluate, assess risk, and rate all acceptable proposals against the technical factors contained in this solicitation. The TEP will perform a tradeoff analysis of Volume 1 non-price factors and review offeror's price proposals using the Best Value Continuum Tradeoff Process defined at FAR Part 15.1, comparing each proposal's technical advantages, disadvantages, strengths, weaknesses, risks and benefits to its proposed pricing. The TEP will make an award recommendation to the CO/SSA.
- Selection: The CO/SSA will select the proposal that provides the overall best value to the Government, considering all evaluation factors for award. The Government may elect to accept other than the lowest. The Government may elect to accept other than the lowest priced proposal when the perceived benefits of a higher priced proposal merit the price differential.

C. EVALUATION CRITERIA

1. PHASE I – EVALUATION CRITERIA

a. Relative Importance

i. Non-Price Factors (Technical Proposal):

- Factors 1 – 4 are in descending order of importance.

b. Phase I Technical Criteria:

FACTOR 1 – DESIGN BUILD TECHNICAL APPROACH: The Government will evaluate the strengths and weaknesses and any deficiencies in the proposal. The Government will evaluate the firm's understanding of the D-B process and the construction firms' capability to execute the project, including the overall understanding of the DB process, how team members will communicate from inception through closeout, and how the team will manage DB risks, issues, and problems.

Technical approaches that comply with applicable contract requirements; are realistic, appropriate, and efficient; and demonstrate clear logic and scope understanding present lower levels of risk and will be more favorably rated. Approaches not demonstrating these attributes present higher levels of risk and will be less favorably rated.

Approaches that demonstrate capability to control costs and mitigate risks will be more favorably rated.

FACTOR 2 – PROJECT EXPERIENCE on Similar Size, Scope, and Complexity Projects: The Government will evaluate the extent of recent, related experience of the prime contractor and design firms in design, construction or design-build, as relevant to their role on this project. The Government will place greater value on projects performed as a prime contractor than as a subcontractor, depending upon overall role and relevancy considerations. Federal Government project experience will not be rated inherently more important than non-Federal Government project experience.

Previous design-build experience is not necessary for an acceptable rating. The Government may consider previous DB experience a strength, even if the experience is on different type projects than this project. Similarly, the Government may consider previous and recent teaming experience among the team members as value added, even if on different type design and/or construction projects than this project. The more relevant the experience, the more credit will be given.

Those not demonstrating these attributes present higher levels of risk and will be less favorably rated. The same projects evaluated for experience under this factor shall also be evaluated for Past Performance (Factor 4). Projects determined more relevant under this factor will be given more weight in the Past Performance evaluation.

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FACTOR 3 - PROJECT MANAGEMENT PLAN AND QUALITY MANAGEMENT PLAN: The Government will evaluate the Project Management Plan and Quality Management plans to evaluate the contractor's processes to be used during execution of the contract.

For the Project Management Plan, the Government will evaluate the Offeror's integration of the design and construction firms and the staff during design and construction. The constructor must be actively involved in the design process, not just leaving it up to the designer. The Offeror must have an effective project management plan to control and track revisions to the design. The Government will evaluate the Offeror's understanding the design process and the roles of the designers of record construction contractor and the Government reviewers. The Government will evaluate the role of the designer in maintaining integrity throughout the process, including its key roles during construction. The Government places greater value in collaborative development of the design as early as possible during the design and construction process. Additional consideration will be given to a team that includes as many subcontractors as possible (e.g., the key subs for excavation, earthfill, design services, etc.) during design development, prior to release of the applicable design package for construction so that systems and trade coordination can reduce interferences, increase constructability and speed up construction operations.

For Quality Control, the Government will evaluate the Offeror's capabilities and understanding of the contractually required quality control processes for both design and construction. The Government places value upon continued participation by the designers of record during the construction quality control process. The Government will evaluate the adequacy of the staffing plan to cover all required tasks and responsibilities.

FACTOR 4 – PAST PERFORMANCE: This factor will assess the quality of past performance of the Offeror performing projects similar in size, scope and complexity to the one described in the solicitation. The evaluation will include an assessment of the overall quality of past performance, record of conforming to contract requirements and to standards of good workmanship; the adherence to contract schedules, including the administrative aspects of performance; the responsiveness of management; the history of reasonable and cooperative behavior and to customer satisfaction; the business like concern for the interest of the customer; and the firm's overall performance on their contracts. Offeror's team who demonstrates a history of successful past performance on relevant projects will be rated more favorably.

2. PHASE II – EVALUATION CRITERIA

a. Relative Importance

- i. Non-Price Factors (Technical Proposal):
 - Factors 1 – 4 are in descending order of importance.
- ii. Price Factor
 - Factor 5, Price, is an evaluation factor.
- iii. Overall
 - Factors 1-4, Technical, when combined are considered approximately equally important to Factor 5, Price.

b. Phase 2 Technical Criteria:

FACTOR 1 – TECHNICAL APPROACH: The Government will evaluate the strengths, weaknesses, and any deficiencies in the presented technical approach. The Government will evaluate the firm's understanding of design-build and the capability to execute the project.

The Government will evaluate the clarity and strength of the proposed initial design concepts presented. Proposals that present a more complete design with logic and details for the proposed

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design will be more highly rated. The Offeror is required to select and commit to design firms to achieve an “acceptable” rating.

FACTOR 2 – SCHEDULE: Construction schedules and narrative descriptions documenting (1) a critical path and logical sequencing; (2) account for procurement lead-time, subcontractor/trade coordination, on-site storage and staging, resource and time constraints, weather; and (3) demonstrate risk mitigation and successful completion within the required period of performance present lower levels of risk and will be more favorably rated. Schedules which do not demonstrate these attributes present higher levels of risk and will be less favorably rated.

The proposed contract duration will become the contractually binding completion period. The Government will evaluate the contract duration, as proposed by the Offeror not to exceed the maximum allowed duration of 730 calendar days. In assessing the reasonableness of the proposed contract duration, the Government may take into account how well the proposed summary schedule supports the proposed duration, as well as use other information, such as but not limited to independent judgment concerning logic, constraints and typical construction durations. A proposed contract duration matching the maximum allowed contract duration is “acceptable”. A proposed contract duration shorter than the maximum allowed duration will receive additional rating consideration, provided it is realistic and deemed to be achievable. The Government will consider an unreasonably condensed contract duration, which places additional cost or schedule risk on the Government or which may create a risk of contract or performance failure, as a significant weakness or a deficiency, depending upon the evaluator’s judgment. During the subsequent comparison between proposals, differences between proposed contract durations of at least three weeks (differences of 21 calendar days between proposals) will be considered an advantage to the Government, with greater differences also considered, accordingly. No advantage will be considered between proposals for differences less than 21 calendar days.

In addition to the proposed contract duration, the Government will evaluate the summary schedule for integrated design and construction. The length of the schedule must match the proposed contract duration. If it is shorter than the Offeror’s proposed contract duration, it offers no advantage to the Government because it is non-binding, only representing a preliminary planned schedule. A Schedule shorter than the proposed contract duration may indicate the Offeror is placing additional risk on the Government for any delays between the scheduled completion date and the required contract completion period. Both parties shall assume field overhead costs are included in the contract price for the full proposed contract duration. Therefore, the Government believes that there is no valid need to shorten the schedule less than the full proposed contract duration.

The Government will evaluate the schedule to assess the strength of understanding of the project scope, restrictions which must be considered in the schedule e.g. permitting, long lead items, etc. The Government will evaluate the strength of understanding of events associated with coordinating design submittals, reviews and incorporating review comments, the Offeror’s capability to schedule the complete project with the proposed contract duration and the realism of the schedule. The Government will evaluate the design packaging plan for logic, reasonableness, how it facilitates meeting the proposed contract duration and how it facilitates the Government’s ability to timely perform its design reviews. The packaging plan should minimize risk to the Contractor and to the Government for tear out and coordination for reviews. A schedule that offers advantage(s) to the Government over one that merely indicates an adequate understanding of the scope, restrictions, major milestones, and general understanding of the various events that can affect start and completion of construction will receive additional consideration.

FACTOR 3 – KEY PERSONNEL: The Government will evaluate the required information to determine how well the Offeror identifies and demonstrates that its key personnel meet or exceed

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minimum qualifications necessary, which includes previous satisfactory experience in similar type work, to manage, control and perform the design, and to perform construction. Experience, professional certifications, awards and other pertinent information will be examined. The Government will evaluate whether designers of record are registered (a requirement) experienced and qualified and that permit preparers are qualified in the jurisdiction (a requirement).

Key Personnel demonstrating (1) capability in same or similar key personnel (see Section H) positions on successful relevant projects of similar scope and magnitude to this solicitation; (2) strong technical knowledge and skill required for this solicitation; and (3) effective problem solving, communication, coordination, and organization present lower levels of risk and will be more favorably rated. Those not demonstrating these attributes present higher levels of risk and will be less favorably rated.

The Government will also evaluate the clarity and strength of the overall organization and how well it is organized, structured and staffed to effectively manage, control, administer and execute the integrated design and construction operations, quality control program and subcontracts for the entire scope of work.

This factor will be rated as unsatisfactory if the Offeror has not selected and committed to use its design firm(s). Joint venture participants' contribution to the organization should be commensurate with their skills and background.

FACTOR 4 – SMALL BUSINESS SUBCONTRACTING PARTICIPATION: All Offerors (both other than small businesses and small businesses) will be evaluated on the extent or proposed participation/commitment to use U.S. small businesses in the performance of this acquisition (as small business prime offerors or small business subcontractors) relative to the objectives and requirements established herein. Small business Offerors will receive the maximum credit for this evaluation factor and do not need to submit any documentation supporting the evaluation factor. The Government will evaluate the following to determine if the offeror met or exceeded the requirements:

1. The extent to which firms, as defined in FAR Part 19, are specifically identified in proposals.
2. The extent to which offerors demonstrate substantive commitment to small business firms, such as, letters of commitment, Joint Ventures, mentor/protégé agreements, or other demonstration of commitment (i.e. binding commitments will become enforceable/contractual requirements).
3. Identification of the type and variety of the work small firms are to perform (i.e. binding commitments will become enforceable/contractual requirements.)
4. The extent of participation of small business prime offerors and small business subcontractors in terms of the value of the total acquisition (total contract value)(i.e., binding commitments will become enforceable/contractual requirements.)
5. The extent to which the offeror provides detailed explanations/ documentation supporting the proposed quantitative participation.
6. Extent to which the offeror complied with requirements of FAR 52.219-8, Utilization of Small Business Concerns 9.e. binding commitments will become enforceable/contractual requirements).
7. Extent to which the Offeror complied with requirements of FAR 52.219-9 Small Business Subcontracting Plan (when applicable) (i.e. binding commitments will become enforceable/contractual requirements).

The Government will evaluate the proposal to determine which offeror proposes the best value in terms of Small Business Participation. **Offers submitted by a small business prime offeror will also be evaluated and will receive the maximum rating for this evaluation criteria.** Offerors (Large Businesses Only) will still be required to provide a Subcontracting Plan in accordance with Attachment 3. This Subcontracting Plan will not be evaluated as part of the solicitation process.

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FACTOR 5 – PRICE: Proposed pricing will be evaluated for fair and reasonableness. Reasonableness will be determined considering comparisons to competitive pricing and to the independent Government estimate (IGE). Proposed pricing that differs significantly from the competition or IGE will be reviewed to assess potential performance risk and the offeror's understanding of contract requirements. If multiple contract line items are included in the price schedule, prices will be evaluated to determine whether any line items are unbalanced. Offerors are cautioned to distribute costs appropriately.

3. **PHASE II VOLUME II – BUSINESS PROPOSAL:** Submittals in Phase I, Business Proposal, and Phase II, Price Proposal, will not be rated:

- a. **Standard Form (SF) 1442, Solicitation, Offer, and Award, (Construction, Alteration, or Repair):** The SF-1442 will be reviewed for completeness.
- b. **AMENDMENT ACKNOWLEDGEMENT:** Amendment acknowledgements will be reviewed for timely and proper acknowledgement.
- c. **SF 24 BID BOND:** The SF24 Bid Bond will be reviewed for completeness and acceptability.
- d. **SECTION K REPRESENTATIONS AND CERTIFICATIONS:** Information will be reviewed for completeness and award eligibility.
- e. **GENERAL REFERENCES:** Points of contact will be queried to determine Responsibility pursuant to FAR 9.103.
- f. **SUBCONTRACTING PERCENTAGE WORKSHEET (SET-ASIDE):** This worksheet will be reviewed for completeness and correlation to proposed pricing.
- g. **SMALL BUSINESS SUBCONTRACTING PLAN:** Large businesses will only be considered for award if they submit an acceptable Small Business Subcontracting Plan. Plans that meet or exceed the NPS small business subcontracting goals and are otherwise compliant with FAR Part 19.705 shall be considered acceptable. Plans that indicate goals less than the NPS small business subcontracting goals but are otherwise compliant with FAR Part 19.705 shall be considered acceptable if the Contracting Officer determines the offeror's submitted rationale for not meeting the NPS goals are reasonable.

SPECIAL PROVISION 1: EVALUATION OF OPTIONS

Except when it is determined 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)