

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NUMBER 	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) INVITATION FOR BID <input type="checkbox"/> NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 	PAGE OF PAGES
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
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7. ISSUED BY 	CODE	8. ADDRESS OFFER TO
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9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER <i>(Include area code) (NO COLLECT CALLS)</i>
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SOLICITATION

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

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

11. The contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving
☐ award, ☐ notice to proceed. This performance period is ☐ mandatory ☐ negotiable. **(See _____).**

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES", indicate within how many calendar days after award in Item 12b.)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ **(hour)**
 local time _____ (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 ☐ is, ☐ 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 _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NUMBER (Include area code)	
		16. REMITTANCE ADDRESS (Include only if different than Item 14.)	
CODE	FACILITY CODE		

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of 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. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT <input type="checkbox"/> 10 U.S.C. 3204(a) () <input type="checkbox"/> 41 U.S.C. 3304(a) ()	
26. ADMINISTERED BY		27. PAYMENT WILL BE MADE BY	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<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)	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

Section 00 00 00 - Procurement and Contracting Requirements

Design Build IDIQ MATOC

NOTICE

Notice to Offerors: This solicitation is a two phase Design-Build solicitation. Currently, this solicitation is for Phase 1 proposals only. Phase 1 submissions will be reviewed and the most highly qualified proposals will be invited to submit Phase 2 proposals. A bid schedule and expanded specifications and details regarding the sample task order will be provided during Phase 2 via a solicitation amendment.

Offerors **MUST** have an active registration in SAM.gov at the date/time of the solicitation closing in accordance with FAR 52.204-7(b)(1). This includes Joint Venture and partnership offerors.

Proposals must be valid for sixty (60) days from submission.

IDIQ Information:

This contract is a Multiple Award Indefinite Delivery Indefinite Quantity (IDIQ) Design-Build Contract. The contract shall have a 5 year ordering period and the total amount of the contract shall not exceed \$90,000,000 for the entire Multiple Award Task Order Contract (MATOC) pool.

Small Business Set-Aside: The contract is set-aside 100% for small business concerns. The Government intends to award a contract up to five (5) small businesses to form the MATOC pool.

Minimum Guarantee: The Government is obligated to satisfy a minimum guaranteed amount of not less than \$10,000 per awardee over the life of the contract.

The Sample Task Order will not be awarded but is representative of some of the work expected under the IDIQ.

Pricing of Task Orders: After award of the base contract, work will be issued through task orders on a firm fixed price basis. Specific task and pricing information for work to be performed under this contract shall be included in each Task Order.

Performance and Payment Bonds will be required for task orders in accordance with 52.228-15 Performance and Payment Bonds--Construction June 2020. Offerors are advised that the forms for the Performance and Payment Bonds were updated in October 2023. The current valid expiration date on the forms is 1/31/2027.

Wage Determinations and Binding Labor Rates: The contract awardee will be required to pay wages in accordance with the applicable wage determinations listed in Requests for Proposals, as updated.

Task order and modification requests for proposal (RFPs) and subsequent awards will include updated wage determinations in compliance with Department of Labor regulations. The contract awardee will also be required to propose pricing on task orders that are the same as its proposed binding rates, submitted as required by this solicitation. Binding rates will be incorporated into the contracts, and all task orders and modification proposals must use the binding rates. The offeror is required to propose five years of binding rates, inclusive of all escalation. No adjustment will be made to binding rates after contract award.

Section 00 01 15 - List of Drawing Sheets

SPECIFICATIONS AND DRAWINGS

To Be Provided in Phase II

Section 00 10 00 - Solicitation, Contract Line Item Number (CLIN) Schedule

Additional Information/Notes

Section 00 21 00 - Instructions

SECTION L

GENERAL SUBMISSION REQUIREMENTS

The intent of this solicitation is to select up to five (5) contractors for the D/B MATOC. The Government will evaluate the proposals in accordance with the criteria described herein, and award a firm fixed price contract to the responsible Offeror whose proposal conforms with all the terms and conditions of the solicitation and whose proposal is determined to represent the overall best value to the Government.

The basis of award is the Tradeoff Process. The Contracting Officer will award IDIQ contracts to the responsible Offerors whom the Source Selection Authority (SSA) determines conforms to the solicitation, are fair and reasonable, and offers the best overall value to the Government. The Government reserves the right to accept other than the lowest priced offer or to reject all offers.

PROPOSAL SUBMISSION INSTRUCTIONS (PIEE):

ALL SUBMISSIONS TO THIS ANNOUNCEMENT SHALL BE SUBMITTED ELECTRONICALLY THROUGH **PIEE, SOLICITATION MODULE**. SUBMISSIONS MUST BE SUBMITTED VIA THE OPEN SOLICITATION ASSOCIATED WITH THIS SOLICITATION NUMBER. DO NOT SUBMIT IN THE "UNSOLICITED PROPOSALS" SECTION.

Electronic proposal submission is required through the Army's electronic file sharing service, Procurement Integrated Enterprise Environment (PIEE) (<https://piee.eb.mil/>), Solicitation module, open solicitation associated with this solicitation number. No paper copies, CD-ROMs, email, or facsimile submissions will be accepted.

Information regarding how to set up a vendor registration is included in this link- <https://piee.eb.mil/xhtml/unauth/web/homepage/vendorGettingStartedHelp.xhtml>

Information regarding role assignment during vendor registration is included in this link- <https://sam.gov/opp/2b0a3d5c4c454beb8fefa3d844544a1d/view>

File Size Limitations: Offerors are advised to follow the PIEE instructions for uploading files. PIEE supports delivery up to 1.9 GB per file, with no limit on the number of files, as well as multiple file formats. If needed, Offerors may break the files down into smaller sections in order to upload. In such cases, please divide the sections as logically as possible and be sure to clearly name the files as specified below.

File Naming Convention: To ensure your submission is received and processed appropriately, it is important that interested parties carefully ensure their electronic files adhere to the following naming convention:

W912WJ25RA001- FIRMNAME - VOLUME I

Each file name should begin with the solicitation number followed by the firm's name and a brief file description. Please see examples above.

Upload Completion and Deadline: Interested parties shall submit proposals no later than the date and time specified on the solicitation document. The time and date of proposal receipt will be the upload completion/delivery time and date recorded within the PIEE, Solicitation module, open solicitation associated with this solicitation number. Do not assume that electronic submission will occur instantaneously. Large files (e.g., 10MB or more) will take some time to upload. Offerors should time their upload effort and not wait until the last minute to submit as there may be delays in the transmittal process. Offerors are encouraged to keep a copy of the PIEE upload confirmation for their records.

Proposals sent through proprietary or third-party file transfer sites, email, PIEE modules other than the Solicitation module (open solicitation associated with this solicitation number), or DoD SAFE WILL NOT be retrieved and evaluated. It is the responsibility of the Offeror to confirm timely receipt of proposals. All proposals received, as confirmed by the date/time recorded within the PIEE, Solicitation module after the exact time specified for receipt on the solicitation document, shall be treated as late submissions and will not be considered.

Offerors are reminded of the obligations outlined in FAR 52.219-14, Limitations on Subcontracting. This clause places limits on the amount paid by the Government for contract performance to subcontractors. The contractor will be subject to periodic reporting requirements on its subcontracted efforts. Throughout performance, contractors will be required to provide evidence of compliance including, but not limited to, invoices, copies of subcontracts, and/or a list of the value of tasks performed. (Please note: In reference to FAR 52.219-14, the requirements for "Construction by special trade contractors" applies to all contracts issued under a NAICS code where the first three digits are "238." For example, 238910. Please reference the solicitation block 10 to determine the applicable NAICS code for this procurement.)

This solicitation is anticipated to be awarded to a small business pursuant to FAR Part 19. As required by 15 U.S.C. 644(w), the Contracting Officer transmits the following notice:

The Department of Defense and Department of the Army have policies or procedures, in addition to that outlined in FAR 43.204, that apply to definitization of equitable adjustments. Relevant information is publicly available at: <https://www.usace.army.mil/Business-With-Us/Partnering/>

The agency's past performance definitizing construction contract equitable adjustments for change orders is available at: <https://usace.contentdm.oclc.org/utis/getfile/collection/p16021coll11/id/6173>

2. Proposal Submission Requirements

- a. Each volume should be submitted in a digital format. Any pages that are changed (as a result of discussions or proposal revisions) should be of a different color and should have changed information clearly marked by a vertical line in the right margin of the page. The revised pages should be dated. Each volume should be clearly labeled with its title.
- b. Each volume should be single spaced. Each paragraph should be separated by at least one blank line. A standard, 12-point minimum font size applies. Arial or Times New Roman fonts are required. Tables and illustrations may use a reduced font size no less than 11-point and may be landscape oriented.
- c. The following volumes of material shall be submitted:

VOLUME & TITLE	PAGE LIMITS
Volume I: Past Performance, Management Approach, & Joint Venture Agreements*	35

Volume II: Technical Approach (Sample Task Order)	20
Volume III: Price, SF1442, Acknowledgement of Amendments, Representations and Certifications	None

NOTE: All pages, including but not limited to cover letters, cover pages, dividers, blank pages, Table of Contents pages, tables, illustrations, and appendices will be counted in the page calculation. Past Performance Questionnaires and/or CPARS reports WILL NOT count against the page limit. Pages that exceed the above noted page limitations will not be evaluated. Additional pages over the maximum allowed will be removed, not read, and will not be evaluated by the Government. Agreements, letters of commitment, and/or **Joint Venture Agreements*** WILL NOT be counted toward the page limit, but should be included as an appendix to Volume I.

NOTE: For submission requirements designated as "shall" or "must," failure to provide the requested information will be considered a deficiency and the specified factor will be rated red/unacceptable, and the proposal will be considered un-awardable unless revised. For submission requirements designated as "should," failure to provide the requested information will result in a lower rating for the specified factor and may result in a deficiency and unacceptable rating. Offerors are cautioned that award may be made without discussions and Offerors may not have the opportunity to submit revised proposals.

3. Proposal File Format and Packaging

a. Format. The submission should be clearly indexed and logically assembled. Each volume should be clearly identified and begin at the top of a page. All pages of each volume should be consecutively numbered and identified by the complete company name, date and solicitation number in the header and/or footer. MS Word (doc/docx) files should use the following page setup parameters:

Margins - Top, Bottom, Left, Right - 1"

Gutter - 0"

From Edge - Header, Footer 0.5"

Page Size, Width - 8.5"

Page Size, Height - 11"

b. File Packaging. All of the proposal electronic files shall be submitted in their native formats (e.g., docx, xlsx, ppt) and uploaded electronically to the PIEE website. CDs, DVD, Zip disks or USB drives are not permitted. **Please note - Self extracting exe files are not acceptable. ** In addition, copies of all files in PDF format shall also be provided. All price breakdown information to aid in the price evaluation shall be submitted in Microsoft Office Excel Read/Write format and viewable in Microsoft Excel 2007.

SUBMISSION REQUIREMENTS

Phase I - Volume I - Factor 1 - Past Performance

Offerors shall submit no more than five (5) projects. Each must have been completed within the last seven (7) years, as evidence of recent and relevant experience. If the project was not completed within the last seven (7) years, that project will be designated as "Not Relevant." For the purposes of this solicitation, seven (7) years shall be determined from the initial solicitation date. Project relevancy will be determined by those projects which demonstrate successful completion in performing the requirements identified below. All project information shall be presented in narrative form. Any charts or other graphics used to show areas of similarity (e.g., checklists) will not be reviewed by the SSEB. The roles and responsibilities of work performed by the Offeror's team members will be considered when determining relevancy and should be clearly marked.

Recent and relevant experience of the Designer of Record (DOR) must be demonstrated in the projects. No more than two (2) projects may be submitted that are specific to the DOR alone (*i.e.*, not in partnership with the proposed construction contractor).

A project is defined as a construction project performed under a single task order or contract which included both design and construction of the project. For multiple award and indefinite delivery/indefinite quantity type contracts, the contract as a whole should not be submitted as a project; rather, Offerors should submit the work performed under a task order as a project.

The Government may use data provided by the Offeror in its proposal, and data obtained from other sources, including data in Government files. The Government reserves the right to obtain past performance information from any source available and has the right to contact customers other than those listed by the Offeror to evaluate past performance. The Government reserves the right to verify statements the Offeror makes regarding its past performance to determine whether they are substantiated.

NOTE: The maximum number of projects that may be submitted is five (5). If more than five (5) projects are submitted, only the first five (5) projects will be evaluated.

For all submitted projects, ensure submission includes the following information:

- Project description;
- Type of contract (e.g., Design -Bid (DB) (indicating role), design for a Design-Bid-Build (DBB) contract, construction of a DBB);
- Role on the contract (i.e. Prime or Sub for each member of the proposed team who participated in the project execution);
- Month/year that both the design and construction phases started and completed (as applicable);
- Total contract award value and final cost of construction (if Prime) and the value of the work specifically performed by the prime and each relevant team subcontractor involved in the project;
- Physical size of the designed facility;
- Specialized design and construction features of the project; and
- Customer's point-of-contact who can be reached for references (phone number and email address).

For each project, Offerors should submit past performance information as follows:

1. For Federal Government projects with a Past Performance Information Retrieval System/Contractor Performance Assessment Reporting System (CPARS) Evaluation: provide the contract number, contract place of performance, and DUNS number. In the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Task or Delivery Order Numbers.
2. For non-Federal Government projects, commercial projects, and Federal Government projects without a CPARS Evaluation: provide a Past Performance Questionnaire (PPQ) (Attachment A). The Offeror should complete Blocks 1-4 of the PPQ and send it to the non-Federal project client or commercial project client. The client should complete Blocks 5-8 along with the two-page questionnaire. The Offeror should include the PPQ in Volume I of the proposal. If the client previously completed a PPQ for the project, the Offeror may submit the existing PPQ or obtain an updated/new PPQ from client.

The standard PPQ for USACE is Form PPQ-0(9/30/11) provided in the solicitation. In cases where the validity of the completed PPQ is questioned, contracting personnel may contact the reference for verification or

additional information. The Offeror may retain PPQs in its files for submission on future procurements. USACE does not intend to create or maintain a database of PPQs submitted by Offerors. Therefore, it will be the Offeror's responsibility to ensure the submission of PPQs in its proposal that are relevant to the solicitation.

If the Offeror is a Joint Venture (JV), relevant project experience shall be submitted for projects completed by the JV entity. If the JV does not have experience, projects shall be submitted for each JV partner.

As applicable, Offerors shall submit a signed copy of their current joint venture agreement, partnership agreement, teaming agreement, approved mentor-protégé agreement, or letter of commitment for each above member of the Offeror's team (in an Appendix to Volume I) in order to receive credit for their experience and/or past performance. In addition, if Offerors have an approved DoD Mentor-Protégé or U.S. Small Business Administration Agreement, Offerors should include it.

If an Offeror is utilizing past performance of affiliates, subsidiaries, parent, LLC, LTD member companies (i.e. Offeror's name is not exactly as stated on the SF 1442), the proposal should clearly demonstrate how that affiliate/subsidiary/parent firm will have meaningful involvement in the performance of this contract. The relevant consideration is whether the resources of the parent or affiliated company - its workforce, management, facilities, and/or other resource - will be provided or relied upon for contract performance, such that the parent or affiliate will have meaningful involvement in contract performance. The proposal must demonstrate similarity of the parent or affiliate's proposed role on this procurement and the parent or affiliate's proposed role submitted for past performance in order to receive credit for the parent or affiliate's past performance.

New Corporate Entities. New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information on their proposed roles should be included in the project descriptions submitted in response to the solicitation requirements.

Phase I - Volume I - Factor 2 - Management Approach

This section shall contain the Offeror's Management Approach. The Offeror's Management Approach shall include, at a minimum:

- 1) An expanded organizational chart and supporting narrative description of the Offeror's overall structure and management of the project team from the Offeror's Headquarters to the Offeror's site office(s). The chart and narrative must:
 - Identify all offices anticipated to be involved in this contract.
 - Identify the primary DOR who will be responsible for projects to be performed under this contract.
 - Identify positions by title, organization, and physical location and how they are related, to include all proposed team members, including in-house personnel, subcontractors and consultants, including lines of reporting and technical areas of responsibility under the contract.
 - Clearly show the lines of authority of the Offeror's proposed key personnel, including all JV Partners and proposed subcontractors, where applicable.
- 2) A narrative describing the Management Approach which, at a minimum, includes:
 - The typical planned approach to: start-up/mobilization; design development; construction administration; cost and schedule control; coordination and management of in-house personnel and subcontractors; and coordination with USACE and stakeholders.

- How the offeror intends to work with JV partners and/or its proposed subcontracting approach, including documentation of relevant experience (length of time and number of projects) working with team subcontractors and/or JV partners.
- Identification of key personnel who will perform the following functions on task orders issued under the IDIQ contract: Project Manager and Design Manager. The Project Manager must be employed directly by the prime contractor.
- A description of the duties, roles, major responsibilities, and authorities for all critical personnel/job titles.
- A description of interactions within the team and with USACE during the design and construction phases.
- A description of the role of the construction team members, including in-house personnel, subcontractors and consultants, during design.
- A description of the role and interaction of the design team with the construction team during construction, addressing, at a minimum: maintaining coordinated management of the design during construction, to include control and approval of revisions and changes to the accepted design; notification to USACE of design changes; coordination of requests for information, shop drawing and submittal reviews and approvals; attendance of progress meetings and site visits; periodic on-site visits by the design team members to observe progress of construction and to ensure that construction is in conformance with the design intent and contract completion, as-built and close-out documentation.

3) A discussion on how the Offeror will ensure quality consistently across the team during design and construction. Discuss quality control lines of authority between subcontractors and prime.

Offerors should identify any additional and/or unique management advantages its proposal provides to the Government.

4) Identification of the depth of design and construction staff amongst each of the proposed team members (including in-house personnel, subcontractors, and consultants), demonstrating the capacity to execute the full value of the contract over the ordering period- accomplishing multiple task orders concurrently while maintaining quality and schedule. This information shall be presented using a table indicating number of employees by discipline for the Prime, JV partners, and each subcontractor and consultant, and each office location that is intended to be utilized to support the contract.

Phase II - Vol. II - Factor 3 - Technical Approach (Sample Task Order)

Factor 3 will be rated using the adjectival ratings shown in the Technical Assessment Ratings table.

This volume titled "Phase 2, Volume II, Technical Information" shall contain the Offeror's proposed Technical Approach for the Sample Task Order. The Offeror shall provide a clear narrative and design drawings to describe the following site/building design and engineering system features:

- 1) Civil/Site - Due to the constraint of the physical size of the site and the proximity to the existing actively operating facility, the proposal shall describe the contractor's approach for construction clearances and circulation; staging and storage; topographic and utility surveys; and the proposed plans to limit impact to dam operations to include parking and access, due to construction activities.
- 2) Geotechnical/Structural - The proposal shall describe the contractor's approach to conducting subsoil exploration and evaluation to determine depth of bedrock and for foundation design. Also, the proposal shall describe the contractor's approach to designing the

foundation to minimize rock removal; provide the desired dry basement space; mitigate radon; and minimize adverse impact to the adjacent building and operation of the facility. Describe building overall framing and its lateral load resisting system.

- 3) Architectural - Describe the proposed exterior building facade and proposed interior layout and how it meets or exceeds solicitation requirements. The proposal shall describe the design, including the functional relationship of the proposed floor plans, barrier free access and building finishes that are durable and low maintenance. The proposal shall include a discussion on building design in compliance with UFC 1-200 High Performance and Sustainable Building Requirements to the greatest extent possible while being cost effective.
- 4) Mechanical - Describe the proposed engineering mechanical solutions as to how they meet or exceed the solicitation requirements for the HVAC system, distribution and controls, as well as the plumbing system on the potable water treatment system, sanitary and storm water discharge.
- 5) Electrical - Describe the proposed engineering electrical solutions as to how they meet or exceed the solicitation requirements for normal and emergency power, interior and exterior site lighting, telecommunications, and fire alarm. Describe provisions to accommodate the operation's future plan of consolidating the facility's electrical meters into a single one with net metering from the solar array field.
- 6) The technical information shall also note any improvements exceeding the solicitation requirements or betterments provided, as outlined in the RFP documents.

Phase II - Vol. III - Factor 4 - Price and Pro Forma Information

The offeror shall submit the proposed ID/IQ Contract Binding Rates; the Bid Schedule for the Sample Task Order; and the Offeror's Sample Task Order Price Proposal Breakdown used to develop the pricing in the Bid Schedule for the Sample Task Order. There are no page limitations for this volume.

1) Contract Binding Rates

Each offeror shall submit binding hourly rates for the following critical Key Personnel:

- Project Manager
- Design Manager
- Architect/Architectural Engineer
- Contractor Quality Control (CQC) Manager
- Site Safety and Health Officer (SSHO)

The contracts will be issued for a five-year ordering period. Binding hourly rates for each of these personnel must be submitted in accordance with the following schedule:

MATOC Year	Binding Rate Schedule
Year 1	Date of Award to 30 September 2026
Year 2	01 October 2026 to 30 September 2027
Year 3	01 October 2027 to 30 September 2028

Year 4	01 October 2028 to 30 September 2029
Year 5	01 October 2029 to Contract Completion

These rates will become a part of the contract and shall be used in pricing the Sample Task Order and all task orders for the life of the contract. Binding rates should be burdened with taxes, insurance, and home office overhead but shall not include job site overhead or profit. Offerors shall use the table in the "Binding Rates" tab of the Government-provided Excel spreadsheet (Attachment C) to submit their binding rates. Upon contract award, the binding rates will be incorporated into the contract and will not be renegotiated.

2) Sample Task Order Bid Schedule

The Offeror's proposed Price for the Sample Task Order should be presented as Firm Fixed Price, using the Bid Schedule (Attachment B) provided in the RFP. No unauthorized alterations to the bid schedule will be allowed, and the Offerors must submit pricing for all line items. The labor rates for critical key personnel/job titles utilized in the Sample Task Order Bid Schedule shall be the same as the labor rates the Offeror submits for those same critical key personnel/job titles in its Contract Binding Rates.

3) Price Proposal Breakdown used to Develop Prices on Sample Task Order Bid Schedule

Offerors shall also submit their price proposal breakdown used to develop their pricing shown on the Sample Task Order Bid Schedule. At a minimum, offerors need to show a breakdown of all labor, material, equipment, sub-bids, and indirect costs, including markups, of each sub-task of the Sample Task Order. Offerors need to show how they calculated the Sample Task Order price, accurately indicating how all cross total up to the costs proposed on the Bid Schedule. Price Proposal Breakdowns need to show that binding rates submitted for the ID /IQ Contract Binding Rates were utilized in the Sample Task Order Bid Schedule. Binding rates and all costs shown on the worksheets need to be clearly traceable to the Sample Task Order Bid Schedule Line Items. Format, level of detail, and software for estimating is not prescribed, but the Price Proposal Breakdown shall present an organized Work Breakdown Structure (WBS) of sufficient detail and depth of major features of work, labor costs, material costs, equipment cost, subcontract costs, and all other indirect costs, including mark-ups. The WBS and prices within shall total up without error (other than minor rounding errors) into that of the Sample Task Order Bid Schedule.

For proposal preparation purposes, the expected or approximate date for initiation of contract performance is 01 October 2025.

The resulting contracts will be Multiple Award Task Order Contracts (MATOCs). The Offeror shall ensure that the information submitted in this volume is consistent with and fully supports the amounts set forth in the SF1442 and bid schedule.

- 1) Each Offeror is required to complete (in entirety) the Sample Task Order's Bid Schedule provided in the solicitation.
- 2) Each Offeror shall complete (fill-in and signatures) the sections indicated below:
 - Standard Form 1442 (SF 1442), Solicitation, Offer and Award
 - Acknowledgement of Amendments, if any
 - Contract Administration Data - Bidding Schedule
 - Representations, Certification and Other Statements of Offerors

Joint Venture and Mentor-Protege Agreements

If more than one contractor is listed in Block 14, or the Offeror listed in Block 14 is a joint venture (JV), then a signed JV agreement must be submitted with the proposal and the Offeror shall be registered in the System for Award Management (SAM) as a legal entity separate from the individual joint venture members. However, each member of the JV must submit its own Unique Entity Identifier (formally DUNS number) with the proposal.

SECTION M

BASIS OF AWARD

The award will be made based on the best value proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the four (4) evaluation factors, listed in descending order of importance: Past Performance, Management Approach, Technical Approach (Sample Task Order), and Price.

Offerors will be cautioned that the award may not necessarily be made to the lowest price Offeror. All evaluation factors other than Price, when combined, are significantly more important than Price.

FACTORS TO BE EVALUATED

The following evaluation factors will be used to evaluate each proposal: Award will be made to the Offeror whose proposal is most advantageous to the Government based upon an integrated assessment of the evaluation factors described below.

Phase 1 will consist of the following two (2 non-Price evaluation factors):

Factor 1: Past Performance

Factor 2: Management Approach

The Phase 1 evaluation factors are in descending order of importance.

NOTE: Offerors should not assume that they will have an opportunity to clarify or correct anything in their Phase 1 submittals.

Following SSEB evaluation of the responsive Phase 1 submittals, up to six (6) of the most highly qualified Offerors in Phase 1 will be invited to submit proposals for Phase 2, where they will then submit their technical and price proposal for the Sample Task Order and IDIQ Contract Binding rates over the five (5) years of the Contract.

Phase 2 will consist of the following two (2) evaluation factors:

Factor 3. Technical Approach (Sample Task Order)

Factor 4: Price

Evaluation of the Offeror's proposal shall address each factor as it applies to the Submission Requirements and Evaluation Criteria contained in the RFP. A detailed explanation of the criteria for the evaluation is set forth in the "Evaluation Approach," of this section. During evaluations of each proposal, the Government will assign each factor an adjectival rating and write a narrative evaluation reflecting the identified findings.

The Government will award one contract each, to up to five (5) Offerors with the best overall proposals that are determined to represent the best value to the Government, with appropriate consideration given to the technical and price proposals. To receive consideration for award, a rating of no less than "Acceptable" on the technical factors and "Satisfactory" or "Neutral" on Past Performance must be achieved.

Proposal Evaluation Process

1. A Source Selection Evaluation Board (SSEB) comprised of representatives of the U.S. Army Corps of Engineers (USACE) will evaluate the proposals. Offerors are advised that the technical evaluation and rating of proposals will be conducted in strict confidence. Technical proposals will be reviewed and rated without knowledge of the price offered. The number and identities of Offerors are not revealed to anyone who is not involved in the evaluation and award process or to other Offerors. Proposals will be evaluated based on the factors described herein, and the basis of award is the Tradeoff Process.

2. The evaluation process essentially consists of four parts: proposal compliance review, technical evaluation, price evaluation, and price/technical trade-off analysis.

a. Proposal Compliance Review: This is an initial review to ensure that all required forms and certifications are complete and that both a technical and price proposal were received.

b. Technical Evaluation: The SSEB will evaluate and rate the technical proposals (i.e., Volumes I and II) against the RFP requirements. Some factors will be rated using an adjectival-based system (Outstanding, Good, Acceptable, Marginal, Unacceptable). Past Performance will be rated based on confidence in performance, with the final confidence assessment rating based on the extent of recent, relevant past experience, and how well the Offeror performed on that experience.

c. Price Evaluation: The Price Evaluation Board (PEB) and SSA will evaluate price proposals independent of the technical evaluation. The SSEB will not have access to price information until completion of the technical evaluation.

d. Price/Technical Trade-off Analysis: After all above evaluations are complete, the SSA will compare the relative advantages and disadvantages of technical proposals and compare prices. The SSA will then consider all factors to select the proposals offering the best value to the Government.

Proposal Information and Related Evaluation Factors

1. Proposals will be evaluated in accordance with the factors below, listed in relative order of importance.

NOTE: To be eligible for award, Factor 1, Past Performance, must be rated at least Satisfactory or Neutral Confidence, and Factors 2 and 3 must be rated at least "Acceptable." All non-price factors, when combined, are significantly more important than price. The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarification as described in FAR 15.306 (a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

Factor 1 - Past Performance

Most Important

Factor 2 - Management Approach

2nd Most Important

Factor 3 - Technical Approach (Sample Task Order)

3rd Most Important

Factor 4 - Price

4th Most Important

2. Ratings

Evaluators will apply the adjectival rating for the definition that most closely matches the evaluation.

Past Performance Relevancy Ratings	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

**Past
Performance**

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

Technical Assessment Ratings	
Adjectival Rating	Definition
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.

Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

Definitions

1. Deficiency. A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. See FAR 15.001.

2. Strength. An aspect of an Offerors' proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

3. Significant Strength. An aspect of an Offerors' proposal that has appreciable merit or appreciably exceeds specified performance or capability requirements in a way that will be appreciably advantageous to the Government during contract performance.

4. Weakness. A flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001.

5. Significant Weakness. A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.6.

6. Uncertainty. Any aspect of a non-cost/price factor proposal for which the intent of the Offeror is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission or mistake).

7. Clarification. Limited exchanges between the Government and Offerors that may occur when award without discussions is contemplated. See FAR15.306(a)(1).

8. Adverse Past Performance. Past performance information that supports a less than satisfactory rating from sources where the information is from other than formal rating systems such as "PPIRS" or "FAPPIS."

9. Discussions. Exchanges between the Government and the Offerors that are undertaken with the intent of allowing the Offeror to revise its proposal.

Phase I -Volume I - Factor 1 - Past Performance

Factor 1 will be rated using the ratings shown in the Past Performance Confidence Assessment Table ratings.

For Past Performance, the Government is assessing (1) the degree of how similar (relevant) the Offeror's recent past performance effort is compared to the scope and size, and the effort and complexities this solicitation

requires, and (2) how the Offeror performed on that effort. For this procurement, Offerors may demonstrate similar past performance effort by submitting projects that demonstrate new construction, renovation, or both, as defined below. In order for Past Performance to be rated at least Satisfactory Confidence, Offerors will need to demonstrate successful recent completion of both (i) at least one similar new construction project, as defined below, and (ii) at least one similar renovation project, as defined below; or alternatively, successful recent completion of one project that includes both new construction and renovation.

The SSEB will first evaluate the relevancy of recent past performance identified in the proposal in response to Phase I-Factor I- Past Performance submission requirement to determine how similar a past project is compared to the scope and size, and to the magnitude of effort and complexities this solicitation requires, by using the following criteria:

- Project description;
- Type of contract (e.g., Design -Bid (DB) (indicating role), design for a Design-Bid-Build (DBB) contract, construction of a DBB);
- Role on the contract (i.e. Prime or Sub for each member of the proposed team who participated in the project execution);
- Month/year that both the design and construction phases started and completed (as applicable);
- Total contract award value and final cost of construction (if Prime) and the value of the work specifically performed by the prime and each relevant team subcontractor involved in the project;
- Physical size of the designed facility;
- Specialized design and construction features of the project; and
- Customer's point-of-contact who can be reached for references (phone number and email address).

The SSEB will next review how well the Offeror performed on those projects. The Government reserves the right to check any or all cited references to verify supplied information and to assess owner satisfaction. In addition to the information submitted by the Offeror, the Government may review any other sources of relevant information for evaluating past performance, including projects other than those submitted by the Offeror. The Government will review past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/Unique Entity Identifiers (formerly DUNS number) identified in the Offeror's proposal. Other sources of information for evaluating past performance may include, but are not limited to, past performance information retrieved from inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

The SSEB will assign a final, overall Performance Confidence rating to each Offeror based on the SSEB's assessment of (1) the extent of the Offeror's recent, relevant experience, and (2) how well the Offeror performed that experience. The assessment will consider the extent of relevancy and/or recency of prior contract effort, along with the quality of performance on those contracts, to arrive at a single final performance confidence assessment rating.

For purposes of this evaluation, projects will be compared to the following criteria to determine relevancy. Projects that meet more criteria may be considered more relevant:

- A single project which includes both the design and construction (aka Design-Build) of a new, multi-story facility;
- Designed and constructed in accordance with Unified Facilities Criteria (UFC) and using Unified Facilities Guide Specifications (UFGS);
- Multi-discipline project teams*;
- Have a project value of at least \$5.0M or greater; and

- Work performed for U.S. Federal Government.

*Multi-discipline project teams consist of at least three (3) of the following disciplines. Projects that include more than three (3) of the listed disciplines may be rated higher:

- Civil/Site
- Structural
- Architectural
- Mechanical
- Electrical
- Fire Protection/Life Safety

Projects completed for the U.S. Army Corps of Engineers or on U.S. Military Installations may be considered more relevant than those completed for other U.S. Federal Government agencies or private entities.

NOTE: Projects demonstrating experience of the DOR that also demonstrate prior successful experience working together with the proposed construction contractor may receive higher consideration.

NOTE: The past performance of individuals (e.g. key personnel) will not be credited under the Past Performance factor.

NOTE: Where no recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned, the Offeror will receive a Neutral Confidence (neutral) rating. This rating is neither favorable nor unfavorable.

Phase I -Volume I - Factor 2 - Management Approach

In order to be considered "Acceptable," Offerors must demonstrate an understanding of the specific requirements in the RFP documents and the ability to accomplish them. Prior to assigning an adjectival rating for this factor, the Government will consider whether and to what extent the management approach:

- 1) Clearly defines, both narratively and graphically, the planned organization structure.
- 2) Clearly defines which firm/entity will be the DOR for projects to be performed under this contract. The contractor may recommend using a different DOR for separate Task Orders, as appropriate (depending on the project specific requirements). If a different DOR is recommended for a later Task Order, the contractor must receive Contracting Officer approval.
- 3) Delineates the lines of authority on the organizational chart appropriately and is organized in a precise and logical manner, including the relationship between the Offeror headquarters' office and the site office, and all involved with the management of the contract (subcontractors and joint venture partners, where applicable).
- 4) Comprehensively describes the duties, roles, major responsibilities, and authorities for Key Personnel (identified herein), subcontractors and JV partners, presented as a logical approach to perform the work throughout the contract, including which roles and personnel are identified to communicate with the Government (USACE).

5) Substantiates that the Offeror clearly understands the contract requirements by describing management and philosophical approach for performance of work under the contract. This shall include the typical planned approach and procedures for:

- a. Start-up/mobilization;
- b. Design development;
- c. Construction administration;
- d. Quality control for both design and construction;
- e. Cost and schedule control; and
- f. Coordination and management of in-house personnel (to include any satellite offices) and subcontractors, and
- g. Coordination with USACE and stakeholders.

The Offeror's Management Approach will be evaluated for completeness, reasonableness, and level of risk to the Government. The Government will evaluate the degree to which the plan:

- 1) Includes all the elements described in the solicitation;
- 2) Is reasonable and logical in relation to the anticipated projects, and;
- 3) Describes a comprehensive and viable strategy to execute the anticipated projects as described in the solicitation.

Offerors should identify any additional and/or unique management advantages its proposal provides to the Government. An Offeror's Management Approach that represents reduced risk and/or unique advantages to the Government and demonstrates a thorough understanding of all necessary elements required to successfully execute under this MATOC may be more highly rated.

Joint Venture and Mentor-Protege Agreements

Joint Venture Agreements and Mentor-Protege agreements must comply with the relevant regulations in Title 13 of the Code of Federal Regulations. Failure to comply with these regulations could result in the offeror being found ineligible for award on an acquisition set-aside for small business concerns.

Phase II - Volume II - Factor 3 - Technical Approach (Sample Task Order)

This factor will evaluate the Offeror's proposed technical approach for accomplishing the requirements of the Sample Task Order, as described in the solicitation documents. The technical design information will be evaluated for completeness, reasonableness, and level of risk to the Government as compared to the solicitation requirements. The Government will evaluate the Offeror's submitted information to assess conformance with the

solicitation requirements, and the strength of understanding of and the approach to address the project scope and constraints. This factor will be rated using The Technical Assessment Ratings table, above.

The Offeror's proposed Technical Approach for the Sample Task Order will be evaluated for completeness, reasonableness, and level of risk to the Government. The Government will evaluate the degree to which the plan:

- 1) Includes all elements described in the solicitation;
- 2) Is reasonable and logical in relation to the anticipated project, and;
- 3) Describes a viable strategy to execute the anticipated project.

An Offeror's Technical Approach that represents reduced risk to the Government and demonstrates a thorough understanding of execution of all elements of the Sample Task Order may be more highly rated.

Phase II - Volume III - Factor 4 -Price and Pro Forma Information

The Government will evaluate the offeror's entire price proposal to determine whether the proposed price is fair and reasonable.

1) ID/IQ Contract Binding Rates

The Government will analyze the price reasonableness of the binding hourly rates submitted for the following critical key personnel/job titles, for all five years of the contract duration:

- Project Manager
- Design Manager
- Architect/Architectural Engineer
- Contractor Quality Control (CQC) Manager
- Site Safety and Health Officer (SSHO)

2) Sample Task Order Bid Schedule

The Government will analyze the price reasonableness of the price submitted for the Sample Task Order Bid Schedule, using the data provided by the offeror in its "Sample Task Order Price Proposal Breakdown" and all supporting data provided by the Offeror. The Offeror's proposed Price for the Sample Task Order should be presented as Firm Fixed Price, using the Bid Schedule provided in the RFP. No unauthorized alterations to the Bid Schedule will be allowed and the Offerors must submit pricing for all line items. Offeror's Sample Task Order proposal and labor rate schedule will be evaluated for unbalanced pricing. Unbalanced pricing is defined as a case where, despite an acceptable total evaluated price, the price of one or more line Items is significantly over or understated as indicated by the application of price analysis techniques. Unbalanced offers may be rejected.

3) Sample Task Order Price Proposal Breakdown

The binding rates proposed in the ID/IQ Contract binding rates must be used in establishing the Sample Task Order price proposed. The Government will analyze the Offeror-derived Sample Task Order Price Proposal Breakdown to confirm that the Sample Task Order utilizes the same critical key personnel/job titles at the same binding rates submitted by the offeror in its proposed ID/IQ contract binding rates. Proposals that do

not utilize the binding rates proposed in the ID/IQ binding rates to calculate the price for the sample task order will not be considered for award. The Price Proposal Breakdown will also be evaluated to determine whether the labor, material, equipment, sub-bids, and indirect costs have all been accurately captured and totaled up in the Sample Task Order Bid Schedule. The Best Value Trade Off decision will be made through the evaluation of each Offeror's ID/IQ Contract Binding Rates and the Sample Task Order, which is a sample project representative of the type of work that will be ordered under the ID/IQ. The Government intends to use price analysis techniques to determine the reasonableness of each Offeror's prices for the Sample Task Order and proposed ID/IQ Contract binding rates.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-7	System for Award Management.	Nov 2024		
52.204-22	Alternative Line Item Proposal.	Jan 2017		
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work.	May 2014		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		

FAR Clauses Incorporated by Full Text

52.233-2 Service of Protest.

(Sep 2006)

As prescribed in 33.106, insert the following provision:

Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, Contracting Division, 696 Virginia Road, Concord, MA 01742.

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

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference.

(Feb 1998)

As prescribed in 52.107(a), insert the following provision:

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>

(End of provision)

52.252-5 Authorized Deviations in Provisions.

(Nov 2020)

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any DFARS (48 CFR Chapter Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section 00 21 16 - Instructions to Proposers

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-16	Commercial and Government Entity Code Reporting.	Aug 2020		
52.211-6	Brand Name or Equal.	Aug 1999		

Section 00 22 00 - Supplementary Instructions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.225-10	Notice of Buy American Requirement-Construction Materials.	May 2014		

Section 00 45 00 - Representations and Certifications**FAR Clauses Incorporated by Reference**

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.209-7	Information Regarding Responsibility Matters.	Oct 2018		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	May 2021		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		

FAR Clauses Incorporated by Full Text**52.204-8 Annual Representations and Certifications. (Jan 2025)**

As prescribed in 4.1202(a), insert the following provision:

Annual Representations and Certifications (Jan 2025)

(a)

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

(2) The small business size standard is \$45,000,000.00.

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

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

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

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

(b)

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

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

(i) Paragraph (d) applies.

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

(c)

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

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

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

- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
 - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (xiv) Reserved
- (xv) Reserved
- (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 biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting 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 provision at 52.204-7.
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.
 - (A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$100,000, the provision with its Alternate II applies.

(C) If the acquisition value is \$100,000 or more but is less than \$102,280, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7007 Alternate A, Annual Representations and Certifications.

(Oct 2024) Alternate A (Oct 2024)

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2024)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) 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 (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

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

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services-Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)-Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)-Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

☐ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

☐ (ii) 252.225-7000, Buy American-Balance of Payments Program Certificate.

☐ (iii) 252.225-7020, Trade Agreements Certificate.

☐ Use with Alternate I.

☐ (iv)(iv) 252.225-7031, Secondary Arab Boycott of Israel.

☐ (v) 252.225-7035, Buy American-Free Trade Agreements-Balance of Payments Program Certificate.

☐ Use with Alternate I.

☐ Use with Alternate II.

☐ Use with Alternate III.

☐ Use with Alternate IV.

☐ Use with Alternate V.

☐ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

☐ (vii) 252.232-7015, Performance-Based Payments-Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.sam.gov>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
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Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

Section 00 70 00 - Conditions of the Contract52.236-4004 INSURANCE REQUIRED

In accordance with CONTRACT CLAUSE titled "INSURANCE -WORK ON A GOVERNMENT INSTALLATION" the Contractor shall procure and maintain during the entire period of his performance under this contract the following kinds and minimum amounts of insurance:

TYPE	AMOUNT
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Workmen's Compensation and Employers' Liability Insurance	Not less than \$100,000
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The Contractor shall comply with all applicable

Workmen's Compensation Statutes and shall

furnish evidence of Employers' Liability Insurance.

General Liability Insurance	Minimum limits of
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Bodily injury liability insurance on the comprehensive form of policy.	\$500,000 per accident
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Automobile Liability Insurance	Minimum limits of
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damage liability insurance on the comprehensive form of policy and shall	\$200,000 per person and
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cover the operation of all automobiles	\$500,000 per accident
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used in performance of the contract.	\$20,000 per accident
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	For property damage.
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512.211-9000 EVALUATION OF SUB LINE ITEMS (DEC 2019)

Item Nos. ____ are subdivided into two or more estimated quantities and are to be separately priced. The Government will evaluate each of these items on the basis of total price of its subline items.

(End of provision)

512.211-9001 VARIATIONS IN ESTIMATED QUANTITIES -- SUB LINE ITEMS (DEC 2019)

This variation in estimated quantities clause is applicable only to item Nos. ____.

(a) Variation from the estimated quantity in the actual work performed under any second or subsequent subline item or elimination of all work under such a second or subsequent subline item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for item Nos. ____ is less than 85% of the quantity of the first subline item listed under such item, the contractor will be paid at the contract unit price for that subline item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause at Federal Acquisition Regulation (FAR) 52.211-18, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under item Nos. ____ exceeds 115% or is less than 85% of the total estimated quantity of the subline item under that item and/or if the quantity of the work performed under the second subline item or any subsequent subline item under item Nos. ____ exceeds 115% or is less than 85% of the estimated quantity of any such subline item, and if such variation causes an increase or a decrease in the time

required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

(End of clause)

UAI 5152.236-9011 DESIGN - BUILD CONSTRUCTION CONTRACTS (MAR2019)

(a) Design-Build Contract Order of Precedence. The contract includes the standard W912WJ25RA001 contract clauses and schedules current at the time of contract award. It entails (1) the Solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

(1) In the event of conflict or inconsistency between any portion of this contract, precedence shall be given in the following order:

- i. Betterments: Any portions of the accepted proposal which both conform to and exceed the requirements of the Solicitation.
- ii. The requirements of the Solicitation. (See also FAR 52.236-21, Specifications and Drawings for Construction)
- iii. All other elements of the accepted proposal.
- iv. Any design products including, but not limited to, plans, specification, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

(b) *Personnel, subcontractors, and outside associates or consultants.* In connection with this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified in the Contractor's accepted proposal. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants. If the Contractor proposes a substitution, it shall submit the same type of information that was submitted in the accepted proposal to the Contracting Officer for evaluation and approval. The level of qualifications an experience submitted in the accepted proposal or that required by the Solicitation, whichever is greater, is the minimum standard for any substitution.

(c) *Responsibility of the Contractor for Design.* The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

- (1) The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the Work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.
- (2) 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. 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 these services furnished under this contract.
- (3) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.
- (4) If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

(d) *Contractor's Role during the Design Process.* The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the Contractor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the design and construction quality control (QC) management programs with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation for eventual submission as Record Drawings. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

(e) *Deviating from the Accepted Design.* The Contractor must obtain the approval of the Designer of Record and the Government's concurrence, in the form of supplemental agreement to the contract, for any Contractor-proposed revision to the professionally stamped-and-sealed and Government-reviewed final design that has been released for Construction before proceeding with the revision. The Government reserves the right to disapprove such a revision.

(1) The Government reserves the right to non-concur with any revision to the final design that has been released for construction, including those which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed design.

(2) Any Contractor-proposed revision to the design which deviates from the contract requirements (i.e., the Request for Proposal (RFP) and the accepted proposal), will require a bilateral modification (e.g. supplemental agreement to the contract) before any work commences.

(3) Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor-initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.

(4) The Contractor shall track all approved revisions to the reviewed and accepted design and shall incorporate them into the as-built design documentation, in accordance with agreed procedures. The Designer of Record shall document its professional concurrence on the as-builts for any revisions in the stamped and sealed drawings and specifications.

(f) *Value Engineering after Award.* In reference to Federal Acquisition Regulation (FAR) 52.248-3, Value Engineering - Construction, the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(1) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(2) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements, which allow the offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted proposal a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(3) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific material, approaches, systems, and/or processes to be used. Prescriptive aspects typically allow the offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation, or any other approach to fulfill the contract requirements.

(g) *Warranty of Design.* The Contractor warrants that the design shall be performed in accordance with the contract requirements. Design and design related construction not conforming to the Contract requirements shall be corrected at no additional cost to the Government. The standard of care for design is defined in paragraph c of this clause, Responsibility of the Contractor for Design.

(1) The period of this warranty shall commence upon final completion and the Government's acceptance of the work, or in the case of the Government's beneficial occupancy of all or part of the work for its convenience, prior to final acceptance, at the time of such occupancy.

(2) This design warranty shall be effective from the above event through the Statute of Limitations and Statute of Repose or host nation law, as applicable to the place of construction performance.

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

(h) *Government Re-Use of Design.* In conjunction with the Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7022, Government Rights (Unlimited), the Government will not ask for additional originals or copies of the design works after the Contractor provides all required design documentation and record drawing documentation under the instant contract. Further, if the Government uses the design for other projects without additional compensation to the Contractor for re-use, the Government releases the Contractor from liability in the design on the other projects, due to defects in the design that are not the result of fraud, gross mistake as amounts to fraud, gross negligence or intentional misrepresentation.

(End of

clause)

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
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, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Jun 2020		
52.204-13	System for Award Management Maintenance.	Oct 2018		
52.204-18	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		
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.	Dec 2023		
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.204-27	Prohibition on a ByteDance Covered Application.	Jun 2023		
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts).	Aug 2024		
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	Nov 2021		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	Oct 2018		
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	Nov 2015		
52.209-13	Violation of Arms Control Treaties or Agreements-Certification.	Nov 2021		
52.210-1	Market Research.	Nov 2021		
52.211-18	Variation in Estimated Quantity.	Apr 1984		
52.215-2	Audit and Records-Negotiation.	Jun 2020		
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	Aug 2011		
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data -- Modifications (DEVIATION 2022-O0001)	Jun 2020	Deviation 2022-O0001	Oct 2021
52.215-12	Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-O0001)	Jun 2020	Deviation 2022-O0001	Oct 2021
52.215-13	Subcontractor Certified Cost or Pricing Data -- Modifications (Deviation 2022-O0001)	Jun 2020	Deviation 2022-O0001	Oct 2021
52.215-15	Pension Adjustments and Asset Reversions.	Oct 2010		
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	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		

52.219-6	Notice of Total Small Business Set-Aside.	Nov 2020		
52.219-8	Utilization of Small Business Concerns.	Feb 2024		
52.222-3	Convict Labor.	Jun 2003		
52.222-4	Contract Work Hours and Safety Standards -Overtime Compensation.	May 2018		
52.222-6	Construction Wage Rate Requirements.	Aug 2018		
52.222-7	Withholding of Funds.	May 2014		
52.222-8	Payrolls and Basic Records.	Jul 2021		
52.222-10	Compliance with Copeland Act Requirements.	Feb 1988		
52.222-11	Subcontracts (Labor Standards).	May 2014		
52.222-12	Contract Termination-Debarment.	May 2014		
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	May 2014		
52.222-14	Disputes Concerning Labor Standards.	Feb 1988		
52.222-15	Certification of Eligibility.	May 2014		
52.222-35	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		
52.222-50	Combating Trafficking in Persons.	Nov 2021		
52.222-54	Employment Eligibility Verification.	May 2022		
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026.	Jan 2022		
52.222-62	Paid Sick Leave Under Executive Order 13706.	Jan 2022		
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts.	May 2024		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.223-23	Sustainable Products and Services.	May 2024		
52.225-12	Notice of Buy American Requirement-Construction Materials Under Trade Agreements.	May 2014		
52.225-13	Restrictions on Certain Foreign Purchases.	Feb 2021		
52.226-7	Drug-Free Workplace.	May 2024		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.227-1	Authorization and Consent.	Jun 2020		
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	Jun 2020		
52.227-4	Patent Indemnity-Construction Contracts.	Dec 2007		
52.227-14	Rights in Data-General.	May 2014		
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 (DEVIATION 2020-O0016)	Feb 2021	Deviation 2020-O0016	Apr 2020
52.228-12	Prospective Subcontractor Requests for Bonds.	Dec 2022		
52.228-14	Irrevocable Letter of Credit.	Nov 2014		
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee).	Feb 2021		
52.229-3	Federal, State, and Local Taxes.	Feb 2013		
52.232-17	Interest.	May 2014		
52.232-23	Assignment of Claims.	May 2014		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-1	Disputes.	May 2014		
52.233-3	Protest after Award.	Aug 1996		
52.233-4	Applicable Law for Breach of Contract Claim.	Oct 2004		
52.236-2	Differing Site Conditions.	Apr 1984		
52.236-3	Site Investigation and Conditions Affecting the Work.	Apr 1984		
52.236-5	Material and Workmanship.	Apr 1984		
52.236-6	Superintendence by the Contractor.	Apr 1984		
52.236-7	Permits and Responsibilities.	Nov 1991		
52.236-8	Other Contracts.	Apr 1984		
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	Apr 1984		
52.236-10	Operations and Storage Areas.	Apr 1984		
52.236-11	Use and Possession Prior to Completion.	Apr 1984		
52.236-12	Cleaning Up.	Apr 1984		
52.236-13	Accident Prevention.	Nov 1991		
52.236-15	Schedules for Construction Contracts.	Apr 1984		
52.236-21	Specifications and Drawings for Construction.	Feb 1997		
52.236-23	Responsibility of the Architect-Engineer Contractor.	Apr 1984		
52.236-24	Work Oversight in Architect-Engineer Contracts.	Apr 1984		
52.236-25	Requirements for Registration of Designers.	Jun 2003		
52.236-28	Preparation of Proposals-Construction.	Oct 1997		
52.242-13	Bankruptcy.	Jul 1995		
52.242-14	Suspension of Work.	Apr 1984		
52.243-4	Changes.	Jun 2007		
52.246-12	Inspection of Construction.	Aug 1996		
52.249-2	Termination for Convenience of the Government (Fixed-Price). (Alternate I)	Apr 2012	Alternate I	Sep 1996
52.249-10	Default (Fixed-Price Construction).	Apr 1984		

52.253-1 Computer Generated Forms.

Jan 1991

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.203-7003	Agency Office of the Inspector General.	Aug 2019		
252.203-7004	Display of Hotline Posters.	Jan 2023		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023		
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	Dec 2019		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.227-7022	Government Rights (Unlimited).	Mar 1979		
252.227-7023	Drawings and Other Data to Become Property of Government.	Mar 1979		
252.227-7033	Rights in Shop Drawings.	Apr 1966		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.236-7000	Modification Proposals--Price Breakdown.	Dec 1991		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.245-7003	Contractor Property Management System Administration	Apr 2012		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text**52.204-8 Annual Representations and Certifications. (Alternate I)****(Jan 2025) Alternate I (Mar 2023)**

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

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

NAICS Code	Size standard
<u>236220</u>	<u>45,000,000.00</u>
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(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce, (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

52.211-10 Commencement, Prosecution, and Completion of Work. (Apr 1984)

As prescribed in 11.404(b), insert the following clause in solicitations and contracts when a fixed-price construction contract is contemplated. The clause may be changed to accommodate the issuance of orders under indefinite-delivery contracts for construction.

Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 15 calendar days calendar 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 TBD PER TASK ORDER.* The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 Liquidated Damages-Construction. (Sep 2000)

As prescribed in 11.503(b), insert the following clause in solicitations and contracts:

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 TBD PER TASK ORDER 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)

52.216-1 Type of Contract. (Apr 1984)

As prescribed in 16.105 , complete and insert the following provision:

Type of Contract (Apr 1984)

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

(End of provision)

52.216-18 Ordering. (Aug 2020)

As prescribed in 16.506(a), insert the following clause:

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from CONTRACT AWARD through FIVE YEARS.

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

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

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

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

(3) If sent electronically, the Government either-

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

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

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

(End of clause)

52.216-19 Order Limitations.

(Oct 1995)

As prescribed in 16.506(b), insert a clause substantially the same as follows:

Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$50M;

(2) Any order for a combination of items in excess of \$50M; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity.

(Oct 1995)

As prescribed in 16.506(e), insert the following clause:

Indefinite Quantity (Oct 1995)

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

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

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

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

(End of clause)

52.216-27 Single or Multiple Awards.

(Oct 1995)

As prescribed in 16.506(f), insert the following provision:

Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

52.216-32 Task-Order and Delivery-Order Ombudsman.

(Sep 2019)

As prescribed in 16.506(j), insert the following clause:

Task-Order and Delivery-Order Ombudsman (Sept 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract. Mr. Richard L. Jenkins, (202)-761-1000, richard.l.jenkins@usace.army.mil.

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

52.217-5 Evaluation of Options.

(Jul 1990)

As prescribed in 17.208(c), insert a provision substantially the same as the following:

Evaluation of Options (July 1990)

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

(End of provision)

52.217-7 Option for Increased Quantity-Separately Priced Line Item.

(Mar 1989)

As prescribed in 17.208(e), insert a clause substantially the same as the following:

Option for Increased Quantity-Separately Priced Line Item (Mar 1989)

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

(End of clause)

52.219-14 Limitations on Subcontracting (DEVIATION 2021-O0008)

(Oct 2022) Deviation 2021-O0008 (Feb 2023)

52.219-14 Limitations on Subcontracting (DEVIATION 2021-O0008)

Use the following clause in lieu of the Federal Acquisition Regulation (FAR) clause 52.219-14, as prescribed at FAR 19.507(e):

LIMITATIONS ON SUBCONTRACTING (FEB 2023) (DEVIATION 2021-O0008)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

[Contracting Officer check as appropriate.]

[] By the end of the base term of the contract and then by the end of each subsequent option period; or

[X] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act.

(Dec 2010)

As prescribed in 22.1605 , insert the following clause:

Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing

such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items. (May 2008)

As prescribed in 23.109(b)(2), insert the following clause:

Estimate of Percentage of Recovered Material Content for EPA-Designated Items (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-

(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 _____[Contracting Officer complete in accordance with agency procedures].

(End of clause)

52.225-9 Buy American-Construction Materials. (Oct 2022)

As prescribed in 25.1102(a), insert the following clause:

Buy American-Construction Materials (Oct 2022)

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

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 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(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.

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

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

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

(b) Domestic preference.

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

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

NONE

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

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

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

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

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

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

(B) For domestic construction material that is a critical item or contains critical components.

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

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

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

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

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

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

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

	Foreign and Domestic Construction Materials Price Comparison				
	Construction Material Description	Unit of Measure	Quantity	Price (dollars) *	
	Item1:				
	Foreign construction material	==	==	==	
	Domestic construction material	==	==	==	
	Item2:				
	Foreign construction material	==	==	==	
	Domestic construction material	==	==	==	
<p>[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].</p> <p>[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]</p> <p>[Include other applicable supporting information.]</p>					

(End of clause)

52.225-11 Buy American-Construction Materials under Trade Agreements.

(Nov 2023)

As prescribed in 25.1102(c), insert the following clause:

Buy American-Construction Materials under Trade Agreements (Nov 2023)

(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.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

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, North Macedonia, 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, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);
- (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 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.

(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.

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.

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

(1) The cost of a particular domestic construction material subject to the 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;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components.*

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

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American 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).

(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)*
Item1			
Foreign construction material	==	==	==
Domestic construction material	==	==	==
Item1			
Foreign construction material	==	==	==
Domestic construction material	==	==	==

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

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

[Include other applicable supporting information.]

(End of clause)

52.228-1 Bid Guarantee.

(Sep 1996)

** TBD at Task Order Level

As prescribed in 28.101-2, insert a provision or clause substantially as follows:

Bid Guarantee (Sept 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-

- (1) To unsuccessful bidders as soon as practicable after the opening of bids; and
- (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
- (c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3M, whichever is less.
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.
- (End of clause)

52.228-15 Performance and Payment Bonds-Construction (Deviation 2020-00016) (Jun 2020) Deviation 2020-00016 (Apr 2020)

52.228-15 Performance and Payment Bonds-Construction.

As prescribed in 28.102-3(a), insert a clause substantially as follows:

PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (APR 2020) (DEVIATION 2020-00016)

(a) Definitions. As used in this clause-

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25, except that no seal is required). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment bonds (Standard Form 25A, except that no seal is required). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

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

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

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

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

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

(End of clause)

52.232-5 Payments under Fixed-Price Construction Contracts.

(May 2014)

As prescribed in 32.111(a)(5), insert the following clause:

Payments under Fixed-Price Construction Contracts (May 2014)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that-

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

____ (Name)

____ (Title)

____ (Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8 thday after the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the

completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after-

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C.3727 and 41 U.S.C.6305).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C.3903(c)(1), the amount payable under paragraph (d)(2) of this clause shall be-

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.232-8 Discounts for Prompt Payment.

(Feb 2002)

As prescribed in 32.111(b)(1), insert the following clause:

Discounts for Prompt Payment (Feb 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

52.232-27 Prompt Payment for Construction Contracts.

(Jan 2017)

As prescribed in 32.908(b), insert the following clause:

Prompt Payment for Construction Contracts (Jan 2017)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments-

(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14 thday after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30 thday after the designated billing office receives a proper invoice from the Contractor.

(2) The 30 thday after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30 thday after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7 thday after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(6) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if-

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)

(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible-

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40 thday after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40 thday after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause-

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to-

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that-

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if-

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall-

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and-

(i) Make such payment within-

(A) Sevendays after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Sevendays after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon-

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying-

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C.3903(c)(1)), from the 8 thday after receipt of the withheld amounts from the Government until-

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports-

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with 40 U.S.C. 3133, asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause-

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall-

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying-

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

52.236-4 Physical Data.

(Apr 1984)

As prescribed in 36.504 , insert the following clause in solicitations and contracts when a fixed-price construction contract is contemplated and physical data (*e.g.*, test borings, hydrographic, weather conditions data) will be furnished or made available to offerors. All information to be furnished or made available to offerors before award that pertains to the performance of the work should be identified in the clause. When paragraphs are not applicable they may be deleted.

Physical Data (Apr 1984)

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

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

(b) Weather conditions TBD per Task Order.

(c) Transportation facilities TBD per Task Order.

(d) TBD per Task Order [insert other pertinent information].

(End of clause)

52.236-22 Design Within Funding Limitations.

(Apr 1984)

As prescribed in 36.609-1(c), insert the following clause:

Design Within Funding Limitations (Apr 1984)

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

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

(c) The estimated construction contract price for the project described in this contract is \$TBD PER TASK ORDER.

(End of clause)

52.236-26 Preconstruction Conference.

(Feb 1995)

As prescribed in 36.522 , insert the following clause:

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)

52.246-21 Warranty of Construction.

(Mar 1994)

As prescribed in 46.710(e)(1), the contracting officer may insert a clause substantially as follows in solicitations and contracts when a fixed-price construction contract (see 46.705 (c)) is contemplated, and the use of a warranty clause has been approved under agency procedures:

Warranty of Construction (Mar 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of-

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall-

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

52.248-3 Value Engineering-Construction.

(Oct 2020)

As prescribed in 48.202 , insert the following clause:

Value Engineering-Construction (Oct 2020)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) of this clause.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

Collateral savings, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

Contractor's development and implementation costs, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

Government costs, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net

increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

Instant contract savings, as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) of this clause).

Value engineering change proposal (VECP) means a proposal that-

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change-

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (7) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) of this clause.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing-

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by-

(i) 45 percent for fixed-price contracts; or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to-

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$75,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering-Construction clause of contract NA, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 Clauses Incorporated by Reference.

(Feb 1998)

As prescribed in 52.107(b), insert the following clause:

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>

(End of clause)

DFARS Clauses Incorporated by Full Text

252.236-7001 Contract Drawings and Specifications.

(Aug 2000)

As prescribed in 236.570(a), use the following clause:

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

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

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

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

Title	File	Drawing No.
TBD PER TASK ORDER		

(End of clause)

Section 00 71 00 - Contracting Definitions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		

Section 00 72 00 - General Conditions

SCOPE OF WORK

1.0 Multiple Award Task Order Contract(MATOC) for Design-Build Services

The United States Army Corps of Engineers (USACE), New England District mission includes support to Military customers, other Federal agencies and State/Local partners on an annual basis, many requiring or benefitting from execution of vertical and horizontal projects via the Design-Build (D/B) method of delivery. The District proposes to support multiple critical programs through procurement of a five-year D/B Multiple Award Task Order Contract (MATOC) with a total contract capacity of \$90 million. It is anticipated that Task Order (TO) awards will range in size from \$3 million to \$10 million, but smaller or larger orders may be awarded under this contract.

The District's Military Program, which will be the primary user of the proposed MATOC, includes customers located throughout the six (6) New England states (ME, NH, VT, MA, CT, RI), but could also include other states and districts covered by the USACE North Atlantic Division's(NAD) mission areas (NY, PA, NJ, DE, MD, VA, WV, and the District of Columbia). Specific customers supported by the New England District include the New Hampshire Air National Guard, such as the Massachusetts Air National Guard, New Hampshire Air National Guard, Hanscom Air Force Base, Natick Soldier System Center, Fort Devens, Westover Air Reserve Base, Joint Base Cape Cod, and the Cold Regions Research and Engineering Laboratory. Among other Federal partners, the District additionally provides horizontal and vertical D/B services to the Food and Drug Administration (FDA), Department of Veteran Affairs (VA), Department of Homeland Security (DHS) and the Environmental Protection Agency (EPA).

D/B support to these programs and partners includes, but is not limited to, new construction, rehabilitation, renovation, repair, modification, alterations, and/or preventative maintenance for vertical and horizontal construction projects. The proposed MATOC will be used to support the District customers, among others, for requirements across the District and greater North Atlantic Division (NAD) AOR. While the intent of this solicitation is primarily for D/B requirements, the District reserves the right to utilize the proposed contract for Design-Bid-Build (DBB) efforts, if determined appropriate.

The Government reserves the right to issue additional solicitations and award additional contracts within the region covered by this solicitation.

2.0 Design Services

The scope of work for design services may include but is not limited to: design for the rehabilitation, renovation, repair, and new construction for buildings and other vertical construction such as building additions, pre-engineered buildings, other structures (e.g. open bay, storage facilities, temporary office spaces, etc.), and horizontal construction features. Vertical construction work may include, but is not limited to: architectural elements (flooring, ceilings, walls, windows, doors, and interior and exterior finishes); electrical, mechanical, communications, and fire protection systems; sustainable design and commissioning; furniture fixtures and equipment; building foundations, walls, and structural systems; abatement of lead, asbestos, mold and other hazardous substances; and interior and/or exterior painting. Horizontal construction features include, but are not limited to: new construction, rehabilitation and repairs of highways, roads, streets, airport runways, concrete aprons and sidewalks; firing ranges; trails; fences and gates; obstacle courses; storm drainage; erosion repairs,(i.e. sinkholes, washouts); general grading /earthmoving; soft/hard landscaping; retaining walls; sodding; detection loops; bridges; parking lots; traffic lines; traffic markings; traffic control; improvements to navigation; and repair/replacement of storm water, sewer, lines, and utility supply lines. Design products typically produced include, but are not limited to: design drawings using CAD or BIM, specifications, construction cost estimates, investigatory reports, and design and construction schedules. Incidental work may include, but is not

limited to: topographic surveys, building surveys, destructive testing, environmental characterization, subsurface investigations, developing architectural and engineering models, value engineering, and facilitation. Designs must be in compliance with Federal and Unified Facility Criteria(UFC) and customer-specific standards and criteria to include those related to anti-terrorism /force protection and cyber security.

At a minimum, the scope of work for task orders to be awarded under this contract may include design tasks for the following design disciplines:

- a.) Architecture
 - b.) Building Commissioning
 - c.) Civil Engineering
 - d.) Cost Engineering
 - e.) Drafting using CAD and/or BIM
 - f.) Electrical Engineering
 - g.) Environmental Engineering
 - h.) Fire Protection/Life Safety Engineering
 - i.) Geotechnical Engineering
 - j.) Interior Design
 - k.) Mechanical Engineering (HVAC, Plumbing, and Controls)
 - l.) Structural Engineering
- 3.0 Vertical Construction

3.1 Building Construction & Renovation

The scope of work for construction of buildings may include but is not limited to: rehabilitation, renovation, repair and new construction for buildings and other vertical construction such as building additions, pre-engineered buildings, and other structures (e.g. open bay, storage facilities, temporary office spaces, etc.). Vertical construction work may include, but is not limited to: architectural elements (flooring, ceilings, walls, windows, doors, and interior and exterior finishes); electrical, mechanical, communications, and fire protection systems; sustainable design and commissioning; furniture fixtures and equipment; building foundations, walls, and structural systems; abatement of lead, asbestos, mold and other hazardous substances; and interior and/or exterior painting.

3.2 Mechanical/HVAC

Mechanical and HVAC work will be completed under this contract as either the primary work under a task order or incidental to the overall work. Work may include: new construction, rehabilitation, or repair of HVAC systems; plumbing systems; waste water drainage systems; pumps and pump stations, hydraulic equipment, fire alarm systems; fire protection sprinkler systems; fire suppression systems; back flow preventers; and all devices, equipment and components associated with constructing and installing mechanical/HVAC systems.

3.3 Electrical

Electrical work will be completed under this contract as either the primary work under a task order or incidental to the overall work. Work may include: surveying, designing, testing, installing and maintaining: electrical systems that transmit and generate power; lighting systems; and IT and telecommunication systems. When designing projects, the electrical engineer may be required to work with computer models and to support cost projections and scheduling delivery dates for supplies. The electrical engineer is responsible for making sure that all appropriate codes are met.

3.4 Structural

Structural work will be completed under this contract as either the primary work under a task order or incidental to the overall work. Work may include: analysis and design of a variety of structures (i.e. buildings, dams, tunnels, bridges, walls, towers, etc.), calculation and analysis of stress factors and loads, and selection of appropriate construction materials based on economic, strength and durability factors. The structural engineer is responsible for making sure that all appropriate codes are met.

3.5 Roofing & Building Envelope Repair

Roofing and Building Envelope Repair activities may be completed under this contract as either the primary work under a task order or incidental to the overall work. Roofing may include but is not limited to replacement and repair of roof and roofing systems. Work may also include gutters, downspouts, flashing, fascia and soffits, lightning protection systems, and repair of incidental damage (e.g. ceiling replacement, painting and carpet cleaning) as a result of roof leaks. Building envelope repairs /replacement will include but not be limited to exterior windows, sealants, brick veneer, mortar repointing, metal ties, mortars, and expansion/control joints.

3.6 Anti-Terrorism Force Protection (ATFP) and Anti-Terrorism Operational Security (ATOPSEC)

ATFP activities may be completed under this contract as either the primary work under a task order or incidental to the overall work. ATFP construction work will include building and site security for both new and retrofit construction. AT/OPSEC requirements will be specified at a Task Order level, if applicable.

4.0 Horizontal Construction

4.1 General Horizontal Construction

Horizontal construction activities will be primarily performed as incidental work under a task order but may on occasion be the primary type of work. Horizontal construction may include but is not limited to: new construction, rehabilitation and repairs of highways, roads, streets, airport runways, concrete aprons and sidewalks; firing ranges; trails; fences and gates; obstacle courses; storm drainage; erosion repairs, (i.e. sinkholes, washouts); general grading/earth moving; soft/hard landscaping; retaining walls; sodding; detection loops; bridges; parking lots; traffic lines; traffic markings; traffic control; repair/replacement of stormwater, sewer, lines, and utility supply lines; and improvements to navigation.

4.2 Electrical Utilities

Electrical utility work may include new construction, rehabilitation, maintenance or repair of interior and exterior utility systems and lines (main lines and lateral feeders). Work may also include but not be limited to the following: interior and exterior high and low voltage electrical lines; communication lines (telephone & data lines); communication systems; security & security camera systems and cabling; and emergency generator systems.

5.0 Incidental Work

5.1 Incidental work to the tasks performed in any of the above paragraphs may also be required. Incidental work includes associated work similar to that described above that may be required to provide a complete, safe and usable facility during and after the course of the primary project services.

5.2 Testing, Reports, Studies & Surveys

Completion of testing, reports, studies and surveys may be required as incidental work under a task order. Requirements for testing, reports, studies and surveys will be clearly identified in task order scopes of works.

6.0 Restrictions

Task orders for design only shall not be placed against this contract.

7.0 General Task Order Requirements

All work under this contract shall comply with General Requirements and the scope of work for each task order will include Division 01 - General Requirements Specifications. These sections provide project management and oversight requirements, including project specific requirements. Quality control, safety, sustainability, and environmental documentation, standards, and processes are also included.

The Contractor shall utilize the United Facilities Guide Specifications (UFGS)* which are the set of master guide specifications reflecting HQ USACE technical policy. Specifications shall be based upon the current issue of the applicable Unified Facilities Guide Specifications (UFGS). These guide specifications are available at the Whole Building Design Guide website at <https://www.wbdg.org/>. SPECSINTACT software will be used for the preparation of project specifications in accordance with ER 1110-1-8155. This software is available from the National Aeronautics and Space Administration over the Internet at <https://stg.wbdg.org/dod/specsintact>. Specifications shall conform to industry standards for format and content as established by the CSI Manual of Practice.

*Note: UFGS that have been unified for use by all participating agencies have a level 3 or level 4 Master Format(TM) number. UFGS that are agency-specific have a fifth level number indicating it as an agency specific specification. A specification that has a fifth level number "10" indicates Army, a "20" indicates NAVFAC, a "30" indicates AFCEA, and a "40" indicates NASA. The Contractor shall give first priority to using Guide Specifications that have a fifth level number of "10," which indicates an Army Guide Specification, or no fifth level designation which indicates a multi-agency or unified guide specification. Army or unified Guide Specifications shall be used whenever available relative to the subject matter, in lieu of Navy, NASA, AFSEC, industry, or original specifications.

The Submittal Register, ENG Form 4288, is part of the contract specifications (Section 01330). It is a summary of the submittals stated in the specifications whether the submittals are shop drawings, data, instructions, schedules, reports, certificates, samples, records, or O & M Manuals. The Contractor shall edit all specification sections so that the Submittal Register can be automatically generated by the SPECSINTACT software. The shop drawings/submittals for review/approval shall be incorporated into each of the technical specification sections, in the correct format. In addition, the Contractor shall indicate which shop drawings/submittals and samples are to be reviewed by the Contractor or the Government Resident Office (RO). The submittal subparts of each specification section shall identify which submittals are for Government approval (G) and which submittals are for information only.

Typical Specification Sections include the sections listed below. This list is not comprehensive and additional sections may be added, or some subtracted, depending on the specific task order requirements. The General Requirements Specifications Sections include the following:

00 41 00 Bidding Schedule

01 01 00 Summary of Work (NAE guide only)

01 10 10	Design Requirements (Statement of Work)
01 22 00	Measurement and Payments
01 30 00	Administrative Requirements
01 32 01	Project Schedule
01 33 00	Submittal Procedures
01 33 16	Design Data (Design After Award)
01 33 29	Sustainability Reporting
01 35 26	Governmental Safety Requirements
01 42 00	Sources for Reference Publications
01 45 00	Quality Control
01 45 01	Quality Control System (QCS)
01 50 00	Temporary Construction Facilities and Controls
01 57 19	Temporary Environmental Controls
01 57 23	Temporary Storm Water Pollution Control
01 74 19	Construction and Demolition Waste Management
01 78 00	Closeout Submittals

01 78 23 Operation and Maintenance Data

Latest copies of the documents listed above can be accessed via the internet; however, each task order scope of work will include the most up to date version of the required Specification Sections. The Specifications provided with a task order take precedence over any version cited in this SOW.

8.0 Contractor Personnel and Qualifications

Personnel assigned to individual task orders shall have the required qualifications pertaining to the specific work at the site. The requirements for on-site and off-site personnel will differ for each project and shall be specifically identified in individual task orders. The following list of qualifications generally reflects the personnel requirements associated with these types of activities. As a minimum, the Project Manager shall be an employee of the Prime Contractor. After contract award, any substitution of Contractor personnel identified in the Contractor's proposal shall be submitted to the Contracting Officer for concurrence.

8.1 Project Manager

For each task order issued to the Contractor, the Contractor shall designate a Project Manager (PM). The Contractor shall identify the PM before work begins on the task order and the PM qualifications, experience and performance history shall be satisfactory to the Contracting Officer or Administrative Contracting Officer (ACO). The PM shall be responsible for the management and execution of the task order in accordance with the approved Plans and Specifications, approved work plans, and all federal, state, and local laws and regulations. The PM shall ensure coordination with the Site Safety and Health Officer (SSHO) to ensure that all site activities are performed in a safe manner. The PM shall also maintain close communication and coordination with USACE for the duration of the task order, including weekly and/or monthly progress and detailed cost reporting.

The PM shall have, as a minimum, the following qualifications:

- a.) A college degree from an accredited school in architecture, engineering, or construction management,
- b.) Professional registration (Professional Engineer (PE) or Registered Architect (RA)),
- c.) A minimum of five (5) years Project Management experience, with a minimum of three (3) years' experience on vertical construction and renovations, and
- d.) Working knowledge of applicable federal, state, and local laws, regulations, and guidance as they apply to the region specified in each task order.

8.2 Design Manager

For each Design-Build Task Order, the Contractor shall designate a Design Manager (DM). Prior to initiating work in the task order, the Contractor shall provide the name, qualifications, and relevant work experience of the DM for approval by the Contracting Officer or ACO. The DM shall be responsible for the management and execution of the design tasks in accordance with the approved Scope of Work, approved work plans, and all Federal, state, and local laws and regulations. The DM shall ensure coordination of the design across all required disciplines and shall ensure the design meets applicable design codes, guidance, criteria, and restrictions.

The DM shall have, as a minimum, the following qualifications:

- a.) A college degree from an accredited school in architecture or engineering,
- b.) Professional registration (PE or RA)
- c.) A minimum of five (5) years Design Management experience, with a minimum of three (3) years' experience on work that is similar in nature and scope as the project
- d.) Working knowledge of applicable federal, state, and local laws, regulations, and guidance as they apply to the region specified in each task order.

8.3 Architect/Architectural Engineer

For each Design-Build Task Order, the Contractor shall designate an Architect/Architectural Engineer. Prior to initiating work in the task order, the Contractor shall provide the name, qualifications and relevant work experience of the proposed Architect /Architectural Engineer for approval by the Contracting Officer or ACO. The Architect/Architectural Engineer shall be responsible for the architectural design tasks in accordance with the approved Scope of Work, approved work plans, and all Federal, state, and local laws and regulations. The Architect/Architectural shall ensure the design meets applicable design codes, guidance, criteria, and restrictions.

The Architect/Architectural Engineer shall have, as a minimum, the following qualifications:

- a.) A college degree from an accredited school in architecture or architectural engineering,
- b.) Professional registration (RA)

c.) A minimum of five (5) years Architect/Architectural Engineering experience, with a minimum of three (3) years' experience on work that is similar in nature and scope as the project.

d.) Working knowledge of applicable federal, state, and local laws, regulations, and guidance as they apply to the region specified in each task order.

8.4 Contractor Quality Control (CQC) Manager

For each task order, the Contractor shall designate a CQC Manager qualified in accordance with Specification Section 01 45 00. The CQC Manager shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor.

8.5 Site Safety and Health Officer (SSHO)

For each task order, the Contractor shall designate a SSHO qualified in accordance with Specification Section 01 35 26. The SSHO shall be responsible for overall safety at the project site and have the authority to act in all safety matters for the Contractor.

Section 00 73 00 - Supplementary Conditions

Overall Contract Delivery Period

From date of lead time event to beginning of performance

15 Calendar Days

Date of Notice to Proceed Receipt

From date of lead time event to completion of performance

1826 Calendar Days

Date of Notice to Proceed Receipt

Section 01 00 00 - General Requirements

NOTE: Any provisions included in this solicitation may also be used in Requests for Proposals.

52.003-4015 MAGNITUDE OF PROJECT

The estimated cost of the work is dependent upon each task order.

AT-OPSEC

AT OPEC requirements will be specified at the Task Order level.

CONTRACTOR EVALUATION

CONTRACTOR PERFORMANCE EVALUATIONS (CPARS)

In accordance with the provisions of Subpart 36.201 (Evaluation of Contractor Performance) of the Federal Acquisition Regulation (FAR), construction Contractor's performance shall be evaluated throughout the performance of the contract. The United States Army Corps of Engineers (USACE) follows the procedures outlined in Engineering Regulation 415-1-17 to fulfill this FAR requirement.

For construction contracts awarded at or above \$750,000.00, the USACE will evaluate contractor's performance annually and at completion and prepare a performance report using the Contractor Performance Assessment Reporting System (CPARS), which is now a web-based system. After an evaluation (interim or final) is written up by the USACE, the Contractor will have the ability to access, review and comment on the evaluation for a period of 60 days. Accessing and using CPARS typically requires specific software, called PKI certification, which is installed on the user's computer. However, although users are encouraged to use PKI certificates whenever possible, a waiver has been approved to allow industry users to access the system without a PKI certificate. Contractors wishing to log on without a PKI certificate should select the "Contractor (pending PKI)" logon option. The certification is a Department of Defense item and was implemented to provide security in electronic transactions. The certification software could cost approximately \$110 - \$125 per certificate per year and is purchased from an External Certificate Authorities (ECA) vendor. Current information about the PKI certification process and for contacting vendors can be found on the web site: <http://www.cpars.gov/>. If the Contractor wishes to participate in the performance evaluation process, access to CPARS and PKI certification is the sole responsibility of the Contractor.

VETERANS EMPLOYMENT INFO

Veterans Employment Emphasis for U.S. Army Corps of Engineers Contracts

In addition to complying with the requirements outlined in FAR Part 22.13, FAR Provision 52.22238, FAR Clause 52.22235, FAR Clause 52.22237, DFARS 222.13 and Department of Labor regulations, U.S. Army Corps of Engineers (USACE) contractors and subcontractors at all tiers are encouraged to promote the training and employment of U.S. veterans while performing under a USACE contract. While no set aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant contract, USACE contractors are encouraged to seek out highly qualified veterans to perform services under this contract. The following resources are available to assist USACE contractors in their outreach efforts:

- U.S. Department of Labor Veterans' Employment and Training Service (VETS): <https://www.dol.gov/vets/>
- Federal Veteran Employment Information: <https://www.fedshirevets.gov/>
- Veterans Opportunity to Work (VOW) Program: <https://www.benefits.va.gov/vow/>
- U.S. Army Warrior Transition Command Employment Index: <https://wct.army.mil/modules/employers/index.html>
- Hiring Our Heroes: <https://www.uschamberfoundation.org/hiring-our-heroes>

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

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, 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 at Task Order

(c) Participants will meet at --

TBD at Task Order

52.215-1 Instructions to Offerors-Competitive Acquisition

As prescribed in 15.209(a), insert the following provision:

Instructions to Offerors-Competitive Acquisition (Nov 2021)

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

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations*. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) 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 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 Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)

52.219-28 Post-Award Small Business Program Representation.

As prescribed in 19.309(c)(1), insert the following clause:

Post-Award Small Business Program Representation (Feb 2024)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.
- (2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall represent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall represent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall represent its size status in accordance with the size standard in effect at the time of this representation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support-table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

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

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following representation and submit it to the contracting office, along with the contract number and the date on which the representation was completed:

(1) The Contractor represents that it is, is not a small business concern under NAICS Code 236220 assigned to contract number W912WJ25DXXXX.

(2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it is, is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(6) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it is, is not a veteran-owned small business concern.

(7) *[Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.]* The Contractor represents that it is, is not a service-disabled veteran-owned small business concern.

(8) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program.* The Contractor represents that it is, is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(9) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that-

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.222-9 Apprentices and Trainees.

As prescribed in 22.407(a), insert the following clause:

Apprentices and Trainees (July 2005)

(a) Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed-

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) *Reserved*

(End of clause)

52.244-6 Subcontracts for Commercial Products and Commercial Services.

As prescribed in [44.403](#), insert the following clause:

Subcontracts for Commercial Products and Commercial Services (Jan 2025)

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

Commercial product, commercial service and commercially available off-the-shelf item have the meanings contained in Federal Acquisition Regulation (FAR) [2.101](#).

Subcontract includes a transfer of *commercial products* or *commercial services* between divisions, subsidiaries, or *affiliates* of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor *shall* incorporate, and require its subcontractors at all tiers to incorporate, *commercial products, commercial services*, or non-developmental items as *components* of items to be supplied under this contract.

(c)

(1) The Contractor *shall* insert the following clauses in *subcontracts for commercial products or commercial services*:

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509), if the *subcontract* exceeds the threshold specified in FAR [3.1004\(a\)](#) on the date of *subcontract* award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False *Claims* Act or of Federal criminal law *shall* be directed to the agency Office of the Inspector General, with a copy to the *Contracting Officer*.
- (ii) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the *subcontract* is funded under the Recovery Act.
- (iii) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community--see FAR [3.900\(a\)](#).
- (iv) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).
- (v) [52.204-21](#), Basic Safeguarding of Covered Contractor Information Systems (Nov 2021), other than *subcontracts* for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause [52.204-21](#).
- (vi) [52.204-23](#), Prohibition on *Contracting* for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (vii) [52.204-25](#), Prohibition on *Contracting* for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (viii) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (ix)
 - A) [52.204-30](#), Federal *Acquisition* Supply Chain Security Act Orders--Prohibition. (Dec 2023) ([Pub. L. 115-390](#), title II).
 - (B) *Alternate I* (Dec 2023) of [52.204-30](#).
- (x) [52.219-8](#), Utilization of Small Business Concerns (Jan 2025) (15 U.S.C.637(d)(2) and (3)), if the *subcontract offers* further subcontracting opportunities. If the *subcontract* (except *subcontracts* to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of *subcontract* award, the subcontractor *must* include [52.219-8](#) in lower tier *subcontracts* that *offer* subcontracting opportunities.
- (xi) Reserved
- (xii) Reserved
- (xiii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212(a));
- (xiv) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
- (xv) [52.222-37](#), Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).
- (xvi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xvii)
 - (A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 - (B) *Alternate I* (Mar 2015) of [52.222-50](#)(22 U.S.C. chapter 78 and E.O. 13627).
- (xviii) [52.222-55](#), Minimum Wages for Contractor Workers under Executive Order 14026 (Jan 2022), if flow down is required in accordance with paragraph (k) of FAR clause [52.222-55](#).
- (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause [52.222-62](#).
- (xx)
 - (A) [52.224-3](#), Privacy Training (Jan 2017) (5 U.S.C. 552a) if flow down is required in accordance with [52.224-3\(f\)](#).
 - (B) *Alternate I* (Jan 2017) of [52.224-3](#), if flow down is required in accordance with [52.224-3\(f\)](#) and the agency specifies that only its agency-provided training is acceptable).
- (xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the *United States* (Oct 2016) (Section 862, as amended, of the *National Defense* Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxii) [52.232-40](#), Providing Accelerated Payments to *Small Business Subcontractors* (Mar 2023), if flow down is required in accordance with paragraph (c) of FAR clause [52.232-40](#).

(xxiii) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor *may* flow down to *subcontracts* for *commercial products* or *commercial services* a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor *shall* include the terms of this clause, including this paragraph (d), in *subcontracts* awarded under this contract.

(End of clause)

WEATHER DELAYS

52.236-4002 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

a. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACTCLAUSE entitled "DEFAULT (FIXED PRICE CONSTRUCTION)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied.

(7) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(8) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the baseline for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER

DELAY

WORK DAYS BASED ON 5 DAY WORK WEEK

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
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****TBD PER TASK ORDER****

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a DEFAULT (FIXED PRICE CONSTRUCTION)."

WAGE DETERMINATION

TBD at the Task Order level.

Requirements

Design Build IDIQ MATOC