

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N6247323R1214	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 05-Sep-2024	PAGE OF PAGES 1 OF 104
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. HPDEMOMACC2024	6. PROJECT NO.
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7. ISSUED BY NAVFAC SOUTHWEST PLANNING, DESIGN & CONSTRUCTION REGIONAL CODE: PDCCORE 750 PACIFIC HIGHWAY SAN DIEGO CA 92132-0001 TEL: FAX:	CODE N62473	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME SHANE MAHELONA	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 619-705-4631
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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 no., date):*

INDEFINITE DELIVERY INDEFINITE QUANTITY UNRESTRICTED MULTIPLE AWARD CONSTRUCTION CONTRACT FOR DEMOLITION PROJECTS AT HUNTERS POINT NAVAL SHIPYARD, SAN FRANCISCO, CALIFORNIA

This is an unrestricted procurement. Price evaluation preference will be given to HUBZone SB firms, in accordance with FAR 52.219-4.

NAICS: 238910 Size Standard: \$19 Million
Maximum dollar amount for all contracts combined is \$999,000,000.
Estimated Task Order range is \$10,000,000 to \$150,000,000
Minimum Guarantee is \$5,000

Offerors must demonstrate a minimum aggregate bonding capacity of \$100,000,000 million to allow for the management of multiple, concurrent projects at the higher dollar magnitude within the task order price range.

Construction Contract – Net 14 days for payment (FAR 52.232-27)

11. The Contractor shall begin performance within 1 calendar days and complete it within 730 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See Each Task Order .)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 15
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 12 Nov 2024 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee 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 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See 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 requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

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 NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

 10 U.S.C. 2304(c) 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

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 commutes 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

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA BY

31C. AWARD DATE

Section 00 10 00 - Solicitation

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Hunters Point Demo MACC - Base Period FFP	999,000,000	Each		
	<p>Years 1-2. This is an indefinite delivery indefinite quantity (IDIQ) contract with no preestablished fixed contract prices. The actual amount of work to be performed and the time of such performance will be determined by the Contracting Officer or his/her properly authorized representative, who will issue written task orders to the Contractor. Award of the task order will be on a firm-fixed price basis. Maximum of \$999,000,000 is for all contracts combined and will serve as the maximum/NTE amount of the entire contract period. The performance period for the basic contracts will be for a two (2) year base period. The Government has the option to extend the term of the contract for three (3) one-year option periods (for a total maximum duration of five (5) years) by written notice to the Contractor within the performance period specified in the Schedule.</p> <p>FOB: Destination</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Option Period 1 - Hunters Pt Demo MACC FFP	1	Each		
	<p>Year 3 of the Hunters Point Demolition MACC</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: HPDEMOMACC2024</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Each		
	Option Period 2 - Hunters Pt Demo MACC FFP Year 4 of the Hunters Point Demolition MACC FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Each		
	Option Period 3 - Hunters Pt Demo MACC FFP Year 5 of the Hunters Point Demolition MACC FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Each		
	Proposed Task Order (PTO) 0001 FFP FOB: Destination				

NET AMT

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

INSTRUCTIONS TO OFFERORS

INSTRUCTION TO OFFERORS

1. Inquiries

Inquiries regarding the Request for Proposal (RFP) shall be submitted electronically using the Request for Information (RFI) form provided as an attachment. The Point of Contact (POC) for inquiries is Shane Mahelona at (619) 705-4631, or via email at shane.k.mahelona.civ@us.navy.mil. The Government does not intend to respond to inquiries submitted less than 10 calendar days before the proposal receipt date.

2. Proposal Submittal Requirements

A cover letter shall accompany the proposal. The cover letter shall include—

- (a) The solicitation number;
- (b) The name, address, telephone number, and email address of the Offeror and Lead Design Firm(s);
- (c) The **Unique Entity ID, CAGE Code, and Tax Identification Number (TIN)** of the Offeror;
- (d) 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;
- (e) Names, titles, phone numbers, and email addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation and;
- (f) 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.

In addition to the cover letter, the Offeror shall submit an Offeror's Team Consent Form for each major subcontractor/teaming partner (e.g., team member, subcontractor (i.e., Lead Design Firm(s)), parent company, subsidiary, or other affiliated company, etc.) identified in the Offeror's proposal.

Proposals submitted in response to this solicitation shall be formatted as follows:

Submittals:

- Cover Letter
- First two pages of SF1442 - with blocks 14 through 20c completed
- Surety Form
- Offeror's Team Consent Form(s)
- A signed copy of a joint venture agreement, partnership agreement, teaming agreement, SBA approved mentor-protégé agreement (MPA), or letter of commitment for each member of the Offeror's team (e.g., joint venture member, partner, team member, parent company, design subcontractor, subsidiary, or other affiliated company, etc.), and for any subcontractors that will be proposed as completing work, submit a letter of commitment.
- Section 00 45 00 – Representations and Certifications
- VETS-4212 Report Submission Confirmation (or Statement of Non-applicability)
 - Factor 1, Experience (Exhibit A)
 - Factor 2, Past Performance (Exhibit B or CPAR evaluations)
(Evaluations should immediately follow the project shown on Exhibit A to which they pertain)
Address any adverse past performance issues, if applicable
 - Factor 3, Safety (Exhibit C)
 - Factor 4, Small Business Utilization and Participation (Exhibit D)
 - Factor 5, Local Business Participation and Hiring
 - Factor 6, Price **DO NOT SUBMIT PRICE FOR PTO 0001 AT THIS TIME. PRICE WILL BE REQUESTED ON A FUTURE DATE VIA AMENDMENT.**
(SF1442 (Solicitation, Offer, and Award) with blocks 14 through 20c completed; Pricing

Schedule for PTO #0001; Bid Bond (in the amount of 20% of the proposal price for PTO #0001 or \$3,000,000, whichever is less))

-Financial Questionnaire (to be completed and submitted by financial institution)

Additional information regarding the PIEE Solicitation Module:

In order to submit a proposal through the PIEE Solicitation Module, you must be registered as a Proposal Manager in the DoD PIEE Suite located at <https://piee.cb.mil/>. The PIEE Solicitation Module Vendor Registration Guide is provided as an attachment to the RFP.

The PIEE Solicitation Module is the only electronic commerce method authorized for the submission of proposals in response to this solicitation. Submissions outside of the PIEE Solicitation Module will not be considered.

The PIEE Solicitation Module will record the date and time of proposal submission. The date and time of proposal submission recorded in the PIEE Solicitation Module shall govern the timeliness of any proposal submission.

The maximum allowable file size for the PIEE Solicitation Module is 1.9GB.

LATE SUBMISSIONS WILL NOT BE CONSIDERED.

It is an Offeror's responsibility, when transmitting its proposal electronically, to ensure the proposal's timely delivery by transmitting the proposal sufficiently in advance of the time set for receipt of proposals to allow for timely receipt by the Government no later than the date and time stated in Block 13 of the SF1442. Offerors shall allow adequate time to upload files, which may be slower for non-DoD users, and to avoid other technical difficulties that may be encountered. An Offeror risks the late receipt and rejection of a proposal where it delays transmitting its proposal until the last few minutes before the time set for receipt of proposals. Proposals that are received after the stated date and time in Block 13 of the SF1442 will not be considered.

Offerors are responsible for submitting their proposal in the format specified, consistent with requirements stated elsewhere in this solicitation. Offerors are asked to submit only the information/exhibits required. Page limits, if stipulated, must be adhered to. Files that cannot be opened, or are otherwise missing the required content are the responsibility of the Offeror.

Representations and Certifications, Financial Questionnaires, and Surety Forms will not be rated. However, they will be considered in assessing the Offeror's responsibility.

3. Pre-Proposal Conference

- (a) A pre-proposal conference and site visit will not be conducted at this time.
- (b) A list of Frequently-Asked-Questions (FAQ) with appropriate responses is provided as an attachment to the RFP. All firms are encouraged to review the FAQ. The FAQ should be viewed prior to submitting any questions regarding the RFP.
- (c) Failure of a prospective Offeror to submit any questions will be construed to mean that the Offeror fully understands all requirements of the solicitation.
- (d) All prospective Offerors are advised that this solicitation will remain unchanged unless it is amended in writing. RFP amendments will be posted on the SAM.gov website at <https://sam.gov> under Contract Opportunities. However, if an amendment is issued, normal procedures relating to the acknowledgment and receipt of any such amendment as described in Contract Clause "Amendment to Solicitations" of this section shall be applicable.

4. Financial Questionnaire

Offerors shall submit the Financial Questionnaire to their financial institution and request the financial institution complete the questionnaire with regard to the Offeror's firm. Upon completion of the questionnaire, the financial institution should send the completed questionnaire via email directly to Shane Mahelona at shane.k.mahelona.civ@us.navy.mil. Please ensure the financial institution utilizes the form provided in order to submit the requested information. Links to websites and/or files with .zip file extensions may not be accepted. Additionally, please ensure financial questionnaires are submitted by the proposal due date.

If the Offeror is a joint venture, information should be submitted for the joint venture. If there is no information for the joint venture, information should be submitted for each joint venture partner.

5. Surety Form

Offerors shall submit the Surety Form to report their surety bonding information, verifying aggregate bonding capacity, current available bonding, as well as single project limit. Ensure the name of the Offeror's surety, including the name and phone number of the Offeror's agent within the surety, is shown on the form.

If the Offeror is a joint venture, one Surety Form shall be submitted for the joint venture, not the individual partners.

6. System for Award Management

Offerors, including Joint Ventures, must be registered in the System for Award Management (SAM) at the time an offer is submitted. **If an Offeror does not have an active registration in SAM at the time an offer is submitted, the Offeror is ineligible for award.** Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. Offerors must also maintain their SAM registration until time of award, during contract performance, and through final payment. See <https://sam.gov> for information on registration.

7. Representations and Certifications

In order to participate on this solicitation, contractors must also complete electronic representations and certifications. For more information and to complete the electronic Reqs & Certs, see the SAM website at <https://sam.gov>. Remember to review the NAICS codes listed in your SAM record and make sure that you have listed the NAICS code for this procurement.

Note: **Offerors must complete and submit Section 00 45 00 of the RFP as part of their proposal even if the Offeror is registered in SAM.** Section 00 45 00 of the RFP contains clauses which are not found in the electronic Reqs & Certs in SAM; therefore, we require them to be completed and submitted as part of your proposal. The clauses found in Section 00 45 00 of the RFP are also broken out as a separate form titled "Section 00 45 00 – Representations and Certifications" which can be found with the other RFP Exhibits.

8. Federal Contractor Reporting

In accordance with Federal Acquisition Regulation (FAR) 22.13, any contractor or subcontractor with a contract or subcontract with the Federal Government of \$150,000 or more that was entered into on or after October 1, 2015 (or \$100,000 or more that was entered prior to October 1, 2015) must take affirmative action to hire and promote qualified covered veterans which includes, special disabled veterans, veterans of the Vietnam-era, recently separated veterans, and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

If subject to the reporting requirements, companies must file an annual VETS-4212 Report, which shows the number of covered veterans in their workforce and number of new hires, including covered veterans hired during the reporting period. Instructions, information, and follow-up assistance is provided at VETS-4212 Internet site at <https://www.dol.gov/agencies/vets/programs/vets4212> or employers may contact the VETS-4212 customer support at (866) 237-0275 or e-mail at vets4212-customersupport@dolncc.dol.gov.

VETS-4212 Reports must be filed between August 1 and September 30 of each year following a calendar year in which a contractor or subcontractor held a covered contract or subcontract.

Upon the successful submission of a VETS-4212 report, federal contractors will receive an email confirmation of receipt notification for their records. **Offerors shall include a copy of their confirmation notification email in their proposal as verification of submission for the current reporting period. DO NOT SUBMIT A COPY OF THE REPORT ITSELF. If this requirement is not applicable to your firm, provide a statement that your firm does not have any contracts subject to this requirement.**

A contract cannot be awarded to a contractor that has not submitted a required annual form VETS-4212, Federal Contractor Veterans' Employment Report (VETS-4212 Report) if subject to the reporting requirements of 38 U.S.C. 4212(d) for that fiscal year.

9. Incurred Expenses

The Government is not responsible for any costs incurred or associated with preparation and submission of a proposal in response to this solicitation.

10. No Alternate or Multiple Proposals

Neither multiple proposals, nor proposal variations or options, nor alternate or alternative proposals will be considered in the evaluation.

11. Mentor Protégé Agreements

Only Mentor Protégé Agreements approved by the SBA will be considered for this procurement. Mentor Protégé Agreements approved by other agencies will not be considered. The proposal shall contain both Mentor Protégé Agreement and the SBA's approval of the mentor protégé agreement, showing the approval is valid prior to the proposal submission date.

BASIS OF AWARD AND FACTORS

BASIS OF AWARD AND EVALUATION FACTORS

1. BASIS OF AWARD

Selection of contractor(s) will be accomplished using Source Selection Procedures on the basis of Best Value to the Government, using the tradeoff process as described in FAR 15.101-1. This process allows for a tradeoff between non-price factors and price and allows the Government to accept other than the lowest priced proposal or other than the highest technically rated proposal to achieve a best-value contract award. Interested firms are expected to review the RFP and participate in a pre-proposal conference and site visit (if conducted), provide proposed prices for the initial project, and provide proposal information requested to evaluate their technical and past performance factors. Single Phase source selection procedures will be used for this procurement.

The Government anticipates awarding contracts to three (3) or more Offerors. Award of the basic multiple award construction contracts will be made to those responsible Offerors whose proposals conforming to the solicitation are determined to be the most advantageous to the Government considering past performance, technical, and price factors. The Government reserves the right to award three (3) or more contracts under this solicitation or to award only the initial project (Proposed Task Order 0001) identified in the RFP as a single-action contract. The Government reserves the right to substitute or add other projects that meet the scope of the MACC. Subject to the availability of funds, the Government reserves the right to delay or cancel the award of PTO 0001 at time of the basic contract award. If the task order is not awarded with the basic award, the guaranteed minimum will be awarded.

The Government reserves the right to reject any or all basic contract offers at any time prior to award; to negotiate with any one or all Offerors; to award contracts to other than the Offeror submitting the lowest total price; and to award contracts to three (3) or more Offerors submitting proposals determined by the Source Selection Authority to be the most advantageous to the Government.

OFFERORS ARE ADVISED THAT IT IS DEFINITELY POSSIBLE THAT AN AWARD MAY BE MADE WITHOUT DISCUSSIONS OR ANY CONTACT CONCERNING THE PROPOSALS RECEIVED.

Therefore, proposals should be submitted initially on the most favorable price and technical terms. Offerors should not assume that they would be contacted or afforded the opportunity to qualify, discuss, or revise their proposal. Firms participating in the pre-proposal conference and site visit (if conducted) will not be compensated for their participation.

Successful Offerors will receive the following contract awards:

The Offeror submitting the proposal, conforming to the RFP, determined to represent the Best Value receives award with a minimum guarantee and the initial project, if the Government chooses to award it. Second, third, and any additional selected contractor will each receive award with a minimum guarantee, and selection will be based on the same criteria as the first selection.

2. DEFINITIONS

100% COMPLETED DEMOLITION PROJECTS:

The facility is completely demolished and the subsequent site preparation is completed and ready for the intended use.

ACCEPTABLE FEATURES: A proposed method or technique in the proposal that addresses solicitation requirements such that no further explanation or documentation is necessary.

BEST VALUE: The expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. See FAR 2.101.

CLARIFICATIONS: Are limited exchanges between the Government and offerors that may occur when award without discussion is contemplated. See FAR 15.306(a)(1).

COMMUNICATIONS: Are exchanges between the Government and offerors after receipt of proposals, leading to establishment of the competitive range. See FAR 15.306(b).

COMBINED PROJECT(S): Projects with multiple starting and ending points, performed under separate task orders, delivery orders, or multiple contracts combined in a single description. No credit will be given for work performed under MACC/IDIQ contracts in the aggregate or for multiple projects completed under more than one task/delivery order.

COMPETITIVE RANGE: Is all the most highly rated proposals (based on the rating of each proposal against all evaluation criteria), unless the range is further reduced for purposes of efficiency. FAR 15.306(c).

CONTRACTOR TEAMING ARRANGEMENT: An arrangement in which two or more companies form a partnership or joint venture to act as a potential prime contractor, or a potential prime contractor agrees with one or more companies to have them act as its subcontractor(s), under a specified Government contract or acquisition program. A proposed contractor teaming arrangement will be recognized by the Government provided the Offeror identifies, in its proposal, the type of arrangement, fully discloses company relationships, and provides a copy of the partnership, joint venture agreement, or teaming agreement with the proposal package.

DEFICIENCY: A material failure of a proposal to meet a solicitation requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. A deficiency results in a proposal being rated Unacceptable, and therefore, unawardable.

DESIGN-BID-BUILD: Refers to the traditional delivery method where design and construction are sequential and contracted for separately with two separate contracts and contractors; one for an A-E contract and one for a construction contract. Projects where the design firm is not in-house or a subcontractor of the Offeror, (e.g. Construction Manager at Risk (CMAR) and Early Contractor Involvement (ECI)) shall be considered design-bid-build.

DESIGN-BUILD: Refers to combining design and construction in a single contract with one contractor. Design-build projects require design of the project by a licensed professional (i.e. engineer, architect). Projects that only require shop drawing level effort are not design-build projects.

DISCUSSIONS: Are exchanges (i.e., negotiations) in a competitive environment that are undertaken with the intent of allowing the offeror to revise its proposal. Discussions take place after establishment of the competitive range.

EVALUATION NOTICE (EN): Is the PCO's written notification to the offeror for purposes of clarifications, communications, or discussions.

EXCESSES: Are elements of the proposal that have exceeded mandatory minimums (in ways that are not integral to the design) whose removal and corresponding price decrease may make an offeror's proposal more competitive. See FAR 15.306(d)(4).

EXPERIENCE: Pertains to work performed by an Offeror and Offeror's Team within the prescribed timeframe, which is the same or similar to the work that may be ordered under this contract in terms of size, scope, and complexity. Experience is distinct from past performance (how well an Offeror has performed).

HIGHEST TECHNICALLY-RATED OFFEROR (HTRO) is a selection methodology allowing award to the highest technically rated offer also found to have a reasonable price without using trade-offs between price and technical.

JOINT VENTURE (JV): An arrangement of two or more businesses (parties) to compete and perform as prime contractor for a contract.

MEANINGFUL INVOLVEMENT: Provision of, or reliance upon, the workforce, management, facilities, or other resources of an affiliate/subsidiary/parent/LLC/LTD, such that the affiliate/subsidiary/parent/LLC/LTD will be involved in the contract effort with the Offeror, and thereby affect the performance of the Offeror.

OFFEROR: Refers to the Contractor submitting the proposal as Offeror, including joint ventures, whose name appears in Block 14 of Standard Form (SF) 1442 (Solicitation, Offer and Award). In the event of a conflict or inconsistency between the Offeror's name cited on the SF 1442 and any other part of the proposal, the SF 1442 is the conclusive document in determining the Offeror who is submitting the proposal.

OFFEROR'S TEAM: Refers to the Offeror (see definition), the Offeror's outside Lead Design Firm, and/or in-house Lead Designer(s) only.

PAGE: Refers to one printed side of a piece of paper. (For example, 5 pieces of paper printed on both sides would result in 10 pages of narrative). Font size and font style shall be clearly legible.

PAST PERFORMANCE: Relates to how well an Offeror and Offeror's Team has performed; e.g., the quality of work accomplished, schedule compliance, customer satisfaction.

PERFORMANCE CONFIDENCE ASSESSMENT: Is an evaluation of the likelihood (or Government's confidence) that the offeror will successfully perform the solicitation's requirements; the evaluation is based upon past performance information.

PROJECT: A construction activity or task, with a single starting point and a single ending point.

QUALITY: Is the composite of material attributes including performance features and characteristics of a production or service to satisfy a customer's given need.

RECENCY: As it pertains to past performance information, is a measure of the elapsed time since the past performance reference occurred. For purposes of the past performance factor, recency means the five year period prior to the initial RFP **issuance date**, during which past performance references are considered relevant.

RELEVANCY: As it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/ teaming or other comparable attributes of past performance examples and the solicitation requirements; and a measure of the likelihood the past performance is an indicator of future performance.

REQUIREMENTS DOCUMENTS: Are all aspects of the RFP that convey the needs of the Government to offerors, including the SOO, SOW, PWS, technical requirement documents, and system requirement documents.

REQUIREMENTS OWNER: Is the entity (for example, a program management office or other organizational entity) responsible for providing requirements documents within the RFP that communicate those requirements to offerors.

RISK: As it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an offeror's proposed approach to achieving the technical factor or subfactor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

SIGNIFICANT STRENGTH: An aspect of an Offeror's proposal with appreciable merit or will exceeds specified performance or capability requirements to the considerable advantage of the Government during contract performance.

SIGNIFICANT WEAKNESS: A flaw that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.

SOURCE SELECTION ADVISORY COUNCIL (SSAC) is a group of individuals, appointed as needed by the SSA, who provide counsel during the source selection process, prepare the comparative analysis of the SSEB's final evaluation results, and make an award recommendation to the SSA.

SOURCE SELECTION AUTHORITY (SSA) is the official designated to make the source selection decision.

SOURCE SELECTION DECISION DOCUMENT (SSDD) is the document of the SSA's independent, integrated, comparative analysis and decision.

SOURCE SELECTION EVALUATION BOARD (SSEB) is a group of individuals representing the various functional disciplines relevant to the acquisition that is responsible for evaluating proposals against the solicitation criteria. Source Selection Information is information prepared for use by an agency for the purpose of evaluating a bid or proposal to enter into an agency procurement contract if the information was not previously made available to the public or disclosed publicly. See FAR 2.101 for a listing of source selection information.

SOURCE SELECTION PLAN (SSP) is a plan describing how the source selection will be organized, how proposals will be evaluated and analyzed, and how source(s) will be selected. Z

SOURCE SELECTION TEAM (SST) is a team tailored to the specific acquisition, tasked with carrying out a source selection. Composition of the team generally consists of the SSA, PCO (if different from the SSA), SSAC, SSEB, Advisors, Price Experts, Legal Counsel, Small Business Professionals/Specialists, and other subject-matter experts.

STRENGTH: An aspect of a proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

UNCERTAINTY: Is any aspect of a non- price factor proposal for which the intent of the offer 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).

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

3. RELATIVE IMPORTANCE OF THE EVALUATION FACTORS

The relative importance of the evaluation factors is as follows:

In making the best value award decision, Factors 1 (Experience), 2 (Past Performance), 3 (Safety), 4 (Small Business Utilization and Participation), 5 (Local Business Participation and Hiring), and 6 (Price) will be considered. Factor 4 will be rated as either Acceptable or Unacceptable. If an Offeror is rated Unacceptable for Factor 4, it will not be eligible for award.

The technical factors (1, 3, and 5 are of equal importance to each other and when combined, are of equal importance to the performance confidence assessment (Factor 2, Past Performance). When the proposal is evaluated as a whole, the technical factors and past performance factor combined are significantly more important than price.

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

According to FAR 15.304, the evaluation factors that apply to this acquisition are a part of this RFP and are evaluated individually. The applicable evaluation factors and submission requirements are identified below.

4. EVALUATION FACTORS

The evaluation factors for this procurement are:

- Factor 1 – Experience
- Factor 2 – Past Performance
- Factor 3 – Safety
- Factor 4 – Small Business Utilization and Participation
- Factor 5 – Local Business Participation and Hiring
- Factor 6 – Price - Based on Proposed Task Order 0001

Basis of Evaluation and Submittal Requirements for Each Factor.

FACTOR 1: EXPERIENCE (See definition)

- a. Proposal Submission Requirements:

Submit **Exhibit "A"** (Demolition Experience Project Data Sheet)

- (1) Demolition Experience:

The Offeror shall submit a minimum of three (3) and a maximum of five (5) relevant demolition projects that are similar in size, scope, and complexity to projects that may be ordered under this contract.

For purposes of this evaluation, relevant projects are further defined as demolition of a vertical facility (within NAICS 238910) with a cost of \$10,000,000 or more. If your firm performed the work as a subcontractor, your subcontract shall have a minimum final cost of \$10,000,000. Projects whose scope

primarily consists of the demolition of utility systems and/or horizontal/heavy civil construction (parking lots, tunneling, earth retention systems, etc.) shall not be considered relevant.

Examples of relevant demolition projects may include, but are not limited to demolition of: administration buildings, school buildings, hospitals, auditoriums, fire stations, magazines, office buildings, hangars, parking structures, and armories.

Additional minimum submission requirements:

- ... Submit at least one (1) relevant project demonstrating your firm's experience with demolition of a facility requiring the remediation of asbestos and/or lead paint.
- ... Submit at least two (2) relevant projects demonstrating your firm's experience with demolition of a multi-story facility or a high bay (minimum 20' building height) facility.
- ... Submit at least one (1) relevant project demonstrating your firm's experience in design-build (see definition) projects.
- ... Submit at least one (1) relevant project with a final construction cost of \$20,000,000 or more. This refers to the final contract cost if the work was performed by the Offeror as prime contractor, and the subcontract cost if the work was performed by the Offeror as a subcontractor. If Exhibit "A" (Demolition Experience Project Data Sheet) does not include the appropriate cost, the project will not be considered to have met this requirement.

Note: A single project may satisfy more than one (1) of the above minimum requirements.

Exhibit "A" must clearly address how the project meets the above requirements.

Projects submitted for the Offeror shall be 100% complete (see definition) within the past seven (7) years of the date of issuance of this RFP. Projects, which are not 100% complete as of the date of issuance of this RFP, shall not be considered.

A project is defined as a demolition project performed under a single task order or contract, performed under a single task order or contract. For multiple award and indefinite delivery/indefinite quantity type contracts, the contract as a whole shall not be submitted as a project; rather Offerors shall submit the work performed under a task order as a project.

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

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP (how the project meets the requirements listed above).

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects must be submitted for the Joint Venture members. If a project was performed by a JV, and not all members from that JV are members of the JV proposed for this contract, the Offeror shall clearly demonstrate what portion of the work was performed by the JV member offering on this contract and shall not include work performed by the JV as a whole. The JV member proposed for this contract shall specifically address fieldwork performed by that JV member including field staffing and direct fieldwork oversight. The JV member proposed for this contract shall also address home office management performed by that JV member including the number/percentage of employees provided for the overall contract by the JV members as well as the overall percentage of work performed by the JV member. The Offeror shall also submit a SIGNED copy of the Joint Venture agreement indicating the proposed participation of each Joint Venture member. An SBA approved Mentor-Protégé Offeror shall submit the Mentor Protégé agreement with the SBA's approval of the Mentor Protégé agreement and any subsequent extensions. In accordance

with 13 C.F.R. 125.8(e), if the joint venture is an SBA approved Mentor-Protégé joint venture, the partners of the joint venture in aggregate must demonstrate the relevant project experience necessary to perform the contract. With the exception of firms formed under SBA approved Mentor-Protégé agreements, Joint Venture Offerors who fail to submit relevant experience for all Joint Venture members will be assigned a deficiency, will be rated Unacceptable, and, therefore, unawardable. Offerors are still limited to a total of five (5) projects combined.

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

The Offeror may not utilize experience of a subcontractor to demonstrate demolition experience under this evaluation factor unless the following applies:

Applicable to Small Business Offerors only:

If a Small Business Offeror cannot independently demonstrate its own experience, the Small Business Offeror may utilize the experience of a first-tier Small Business subcontractor that will perform major or critical aspects of the requirement in order to demonstrate relevant demolition experience under this evaluation factor. The Government will consider the submitted relevant experience of each first-tier Small Business subcontractor as the experience of the Small Business Offeror, provided that:

The Small Business must provide a letter of commitment from the first tier sub, and using Exhibit A (for example) must provide an explanation of the meaningful involvement.

Regarding any such submitted project(s), if the Small Business Offeror fails to include a supporting partnership or teaming agreement and/or fails to demonstrate the first-tier Small Business subcontractor's meaningful involvement in the performance of this contract, the project(s) will not be considered relevant and will not be evaluated. Small Business Offerors are still limited to a total of five (5) projects combined.

b. Basis of Evaluation:

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

Offerors who submit relevant projects that are located in the City of San Francisco may be rated higher.

Offerors who submit relevant projects that demonstrate experience with the demolition of multiple facilities (each facility is required to be larger than 10,000 square feet) within a single project may be rated higher.

Offerors who submit relevant projects with a final cost of \$50,000,000 or more may be rated higher.

Offerors who submit relevant projects that demonstrate experience with the demolition of a facility requiring the remediation of asbestos and/or lead paint, beyond the one (1) project required, may be rated higher.

Offerors who submit relevant projects that demonstrate experience with the demolition of a facility requiring the remediation of radiological materials, may be rated higher.

FACTOR 2: PAST PERFORMANCE

a. Solicitation Submittal Requirements:

Submit Past Performance Questionnaires (PPQ) (**Exhibit “B”**) and CPARS evaluations immediately following each of the project data sheets to which they pertain. Submit any other past performance information under Factor 2.

If a Final CPARS evaluation is available, it shall be submitted with the proposal for each project included in Factor 2 for demolition experience. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

If there is no Final CPARS evaluation, submit a PPQ (**Exhibit “B”**) for each respective project included in Factor 2. The Offeror should provide completed PPQs in the proposal. Offerors may use PPQs previously submitted for other RFPs, but Offerors must include these in the proposal and shall not incorporate these by reference. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. A PPQ will not be considered if a Final CPARS is available.

Clients shall submit PPQs directly to the Government’s point of contact, Shane Mahelona via email at **shane.k.mahelona.civ@us.navy.mil**, prior to the proposal closing date.

Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 1 – Experience. Offerors may also address any adverse past performance issues. Explanations shall not exceed one (1) double-sided pages (or two (2) single-sided pages) in total.

Performance awards or additional information submitted will not be considered.

The Government reserves the right to contact references for verification or additional information. Ensure correct phone numbers and email addresses are provided for the client point of contact. The Government’s inability to contact any of the Offeror’s references or the references unwillingness to provide the information requested may affect the Government’s evaluation of this factor.

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

A copy of the blank PPQ to be used for requesting client references is included as Exhibit “B”.

b. Basis of Evaluation:

This evaluation focuses on how well the Offeror’s Team performed on the recent, relevant projects submitted under Factor 1 – Experience. In addition to the above, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Other sources may include, but are not limited to, past performance information retrieved through CPARS using all CAGE/UEI numbers of the Offeror’s Team, inquiries of owner representative(s), SAM, Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

The Government will consider the recency and relevance of the information (as defined in Factor 1 - Experience), the source of the information, context of the data, and general trends in the Contractor’s

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

Offerors lacking relevant past performance history will receive a NEUTRAL Confidence rating.

Past performance ratings of "Substantial Confidence" or "Satisfactory Confidence" hold more value than a "Neutral Confidence" rating. A past performance rating of "No Confidence" will be ineligible for award.

FACTOR 3: SAFETY

a. Proposal Submission Requirements:

Submit **Exhibit "C"** (Safety Data Sheet / Safety Narrative) for Factor 3. Individual blocks on this form may be expanded.

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

For a partnership, or joint venture, the Offeror shall submit separate DART rates and TCR for the specified five (5) CY for each business entity who is part of the partnership/ joint venture; however, only one (1) safety narrative is required. Offerors who fail to submit DART rates and TCR for each business entity who is part of the partnership/joint venture will be assigned a deficiency and will be rated Unacceptable.

For a Small Business Offeror who is utilizing the experience of a first-tier Small Business subcontractor under Factor 1 (Experience), the Offeror shall submit separate DART rates and TCR for the specified five (5) CY for the Small Business Offeror and for each first-tier Small Business subcontractor; however, only one (1) safety narrative is required. Small Business Offerors who fail to submit DART rates and TCR for the Small Business Offeror and each first-tier Small Business subcontractor (if applicable) will be assigned a deficiency and will be rated Unacceptable.

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

NOTE: DART rates and TCR shall not be submitted for subcontractors, except as noted above for Small Business Offerors utilizing first-tier Small Business subcontractor experience.

1. DART Rate: Submit five (5) previous complete calendar years' [CY2019, CY2020, CY2021, CY2022, and CY2023] worth of data (not an overall average). If the Offeror has no DART rate, for any year, affirmatively state so and explain why. An acceptable/detailed explanation is required for any calendar year (CY) for which an Offeror has a moderate or higher risk, including any corrective actions taken for improvement.
 - a. DART cases include injuries or illnesses resulting in death, days away from work, and/or restricted work or transfer to another job days beyond the day of injury/illness.
 - b. Calculation of DART rate: Multiply the total number of DART cases by 200,000, and then divide by the number of employee labor hours worked.

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

2. TCR: Submit five (5) previous complete calendar years' [CY2019, CY2020, CY2021, CY2022, and CY2023] worth of data (not an overall average). If the Offeror has no TCR, for any year, affirmatively state

so and explain why. An acceptable/detailed explanation is required for any calendar year (CY) for which an Offeror has a moderate or higher risk that includes any corrective actions taken for improvement.

- a. TCR cases include injuries or illnesses resulting in death, days away from work, restricted work or transfer to another job days beyond the day of injury/illness, medical treatment beyond first aid, or loss of consciousness.
- b. Calculation of TCR: Multiply the total number of TCR incidents by 200,000, and then divide by the number of employee labor hours worked.

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

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

Basis of Evaluation:

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

- (1) DART Rate: The board will evaluate rates over the last five (5) years considering changes that take it from one (1) risk level (or more) to the next up or down. Negative rates occurring at or above moderate risk levels require the Offeror to provide a detailed explanation that includes any corrective actions taken for improvement.
 - (a) Missing data without an explanation is considered a deficiency.
 - (b) Low Risk and/or Very Low Risk for four (4) or more years within the specified five (5) Calendar Years would indicate a significant strength.
 - (c) Declining trends that push the risk levels from Moderate Risk or higher to Low Risk or Very Low Risk would indicate a strength.
 - (d) An increasing DART rate trend, could be considered a weakness (i.e. Moderate Risk or better to High Risk or Extremely High Risk) unless an acceptable explanation is provided

for any trends that rise at or above Moderate.

- (e) High Risk and/or Extremely High Risk for four (4) or more years within the specified five (5) Calendar Years (CY) could be considered a significant weakness. High Risk and/or Extremely High Risk for four (4) or more years within the specified five (5) Calendar Years (CY) could be considered a significant weakness.
- (f) This chart correlates the DART rate to the level of risk:

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

- (2) TCR: The board will evaluate rates over the last five (5) years considering changes that take it from one (1) risk level (or more) to the next up or down. Negative rates occurring above moderate risk levels require the Offeror to provide a detailed explanation that includes any corrective actions taken for improvement.
 - (a) Missing data without an explanation is considered a deficiency.
 - (b) Low Risk and/or Very Low Risk for four (4) or more years within the specified five (5) Calendar Years (CY) would indicate a significant strength.
 - (c) Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) would indicate a strength.
 - (d) An increasing TCR rate trend could be considered a weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk (EHR)) unless an acceptable explanation is provided for any trends that rise at or above Moderate.
 - (e) An increasing TCR rate trend could be considered a weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk (EHR)) unless an acceptable explanation is provided for any trends that rise at or above Moderate.
 - (f) This chart correlates the TCR to the level of risk:

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

- (3) The Technical Approach to Safety Narrative. To determine the degree to which the Offeror:
 - (a) Describes a viable SMS that addresses elements; such as Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS.
 - (b) Describes a methodical process of evaluating subcontractor's safety performance in its selection process.

- (c) Describes a logical management plan of how the Offeror will oversee safety compliance and accountability for the adherence to the safety requirements of the contract, for subcontractors at all levels throughout performance of the contract (to include the Offeror's own in-house workforce).
- (b) The Technical Approach to Safety narrative shall be limited to two (2) single-sided pages or one (1) double-sided page. Information on pages beyond this will not be considered.

The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), etc.

FACTOR 4: SMALL BUSINESS UTILIZATION AND PARTICIPATION

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

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

a. Solicitation Submission Requirements:

1. **All** Offerors (large, non-profits, **AND** small businesses) shall use Exhibit D (Historical Small Business Utilization) to demonstrate their historical utilization of SBs. Each project submitted under Factor 1, Experience, shall be included on Exhibit D. Failure to include each project submitted under Factor 1, Experience, on Exhibit D, or the failure to fully complete Exhibit D for each project may result in a deficiency. Only complete Exhibit D. Information provided in a different format and/or on a form created by the offeror will not be evaluated. Attachments or addendums to Exhibit D will not be evaluated. Offerors are permitted to expand portions of the form, as needed, to provide sufficient response. Instructions regarding how to complete Exhibit D are included at the beginning of the attachment.

2. **All** Offerors (large, non-profits, **AND** small businesses) shall use Exhibit E (Small Business Participation Commitment Document (SBPCD)) to submit the following required information for evaluation of this factor:

- To demonstrate commitment to use small business concerns in the performance of this contract, identify by name the subcontractors that will be used to support each small business category, including SDB, WOSB, HUBZone SB, VOSB, and SDVOSBs. Identify the type and complexity of product/service to be subcontracted, and the type of commitment (i.e., teaming agreement, joint venture agreement, mentor protégé agreement, letter of commitment, etc.) with each subcontractor.

- o If subcontractors are not identified by name, Offerors shall provide a detailed explanation why subcontractors are not identified. If firm written commitments with SBs are not in place, Offerors shall provide an explanation and rationale on the ability to achieve the proposed participation. (See Exhibit E, paragraph 5)

- o If a LB Offeror does not intend to subcontract, provide a **detailed explanation** why subcontracting would not result in efficient contract performance. SBs intending to 100% self-perform are not required to provide an explanation. (See Exhibit E, paragraph 6)

- To demonstrate maximum practicable participation of small businesses, identify **(in terms of dollar value and percentage of the total contract value)** the Offeror’s proposed small business participation. The minimum required small business participation (i.e. work to be performed by small business as the prime contractor and/or work to be performed by small business subcontractors) is **27%**. Offerors who are not able to meet the minimum total small business participation requirement of **27%** (of the total contract value of \$999,000,000) shall provide a detailed explanation why the minimum total small business participation requirement cannot be achieved.
- Only complete Exhibit E. Information provided in a different format and/or on a form created by the Offeror will not be evaluated. Attachments or addendums to Exhibit E will not be evaluated.
- Large business Offerors may achieve the minimum total small business participation requirement through subcontracting to small businesses.
- Small business Offerors may achieve the minimum total small business participation requirement through their own performance/participation as a prime as well as through a joint venture, teaming arrangement, and/or subcontracting with other small business concerns.
 - Proposals that fail to demonstrate a total small business participation rate of at least 27% may be rated Unacceptable; however, the Government may take into account reasonable explanations why the minimum total small business participation rate cannot be achieved.

* Note: Large business Offerors selected for award shall be required to submit an acceptable Small Business Subcontracting Plan incorporating the proposed subcontract values and small business concerns that are specifically identified in the Offeror's Small Business Participation Plan. The Small Business Subcontracting Plan shall also include small business subcontracting goals that meet or exceed the minimum small business subcontracting targets stated in the table below. If the Offeror fails to negotiate an acceptable subcontracting plan, the Offeror will be ineligible for award.

Minimum Small Business Subcontracting Targets	
Socio Economic Categories	% of Total Subcontracted Value
Small Business (SB):	40%
HUBZone Small Business (HUBZone SB):	3%
Service-Disabled Veteran-Owned Small Business (SDVOSB):	5%
Small Disadvantaged Business (SDB):	5%
Woman-Owned Small Business (WOSB):	9%

b. Basis of Evaluation:

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

1. The extent to which the Offeror is able to demonstrate a history of supporting Government policies concerning the utilization of small business concerns, including SDB, WOSB, HUBZone SB, VOSB, and SDVOSB and the success in achieving goals established by subcontracting plans on prior contracts. For projects submitted for Factor 1, Experience, that did not have established small business goals, consideration will be given to the utilization of the small business concerns and the degree of usage of small business relative to the total contract value. Historical Small Business Utilization will only be evaluated if performed by the Offeror.

2. The extent to which the Offeror has demonstrated an achievable commitment to use small businesses, including SDB, WOSB, HUBZone SB, VOSB, and SDVOSB in the performance of this contract within the SBPCD.

- The minimum small business participation requirement, through work performed by the small business prime and/or subcontracting with small businesses, shall meet or exceed 27% of the total contract value,

unless the Offeror provides a reasonable and well-documented explanation for why the minimum 27% small business participation requirement cannot be achieved.

- o Offerors that demonstrate a commitment to providing maximum practical opportunity to small businesses may be rated higher.
- o Proposing less than 27% total small business participation requirement may result in a deficiency.
- o Offerors that do not demonstrate commitment to providing maximum practical opportunity to small businesses may result in a deficiency.

• The SBPCD will be evaluated to determine the extent to which small business concerns are specifically identified by name and socioeconomic category in the document and the degree to which small business concerns, including SDB, WOSB, HUBZone SB, VOSB, and SDVOSB will participate relative to the total contract value. The complexity and variety of the work small business concerns will perform and the degree of commitment to use named sources through formal teaming agreements, joint venture agreements, mentor protégé agreements, written/signed letters of /commitment, etc. will be evaluated to assess achievability of the commitment.

- o The Offeror may receive a deficiency if firm commitments with subcontractors are not provided and the Offeror fails to provide a detailed explanation for how the proposed small business participation requirement will be achieved.
- o The Offeror may be rated lower, if it fails to provide a detailed explanation for why subcontracting would not result in efficient contract performance. (Not applicable to SBs intending to 100% self-perform or LBs and non-profits who intend to subcontract.

3. The foregoing will be evaluated on all proposals; however, in accordance with 13 CFR §125.3(g)(3), Subcontracting Consideration in Source Selection, small business Offerors shall receive the maximum rating of Acceptable/Outstanding under this evaluation factor without having to submit any information in connection with this factor.

FACTOR 5: LOCAL BUSINESS PARTICIPATION AND HIRING

(a) Solicitation Submittal Requirements:

Provide a narrative, not to exceed two (2) single sided pages, page size must be 8-1/2 by 11 inches and font size must be Times New Roman 10, describing your approach to maximize the participation of Qualified Local Business(es) as the prime contractor and/or subcontractor and Residents. A “Qualified Local Business” is defined as a business with its home office located within the City of San Francisco. A Resident is defined as a person with a home residence located within the City of San Francisco. The narrative shall address the following:

1. Describe your firm’s outreach methods to identify and maximize the use of Qualified Local Business(es) as the prime and/or as subcontractors and Residents.
2. Identify at least two (2) planned Qualified Local Businesses by name that will be used for this contract. If the Prime Contractor is a Qualified Local Business, it can be considered as one of the Planned Qualified Local Businesses. If the Qualified Local Businesses identified are planned subcontractors, identify the type of product/service to be subcontracted to each subcontractor. The Offeror must submit a signed letter of commitment for each Qualified Local Business subcontractor identified. If the Offeror cannot identify two (2) planned Qualified Local Business subcontractors, provide a detailed explanation why.

(b) Basis of Evaluation:

The Government will evaluate the Offeror's narrative to determine the extent to which the Offeror demonstrates a clear commitment to use Qualified Local Businesses as the prime and/or subcontractor(s) and Residents for this contract.

- ... Narratives that identify more than the two (2) required Qualified Local Businesses, as either the prime or subcontractor, may be rated more favorably.
- ... Narratives that demonstrate hiring and recruitment of businesses and residents in the vicinity of Hunter's Point Naval Shipyard may be rated more favorably. For the purposes of this evaluation, the "vicinity of Hunter's Point Naval Shipyard" is defined as having a home office (for businesses) or a home residence (for residents) within zip codes 94107, 94124, and 94134.
- ... Proposals that fail to identify at least two (2) planned Qualified Local Businesses, as either the prime or subcontractor, and do not provide an acceptable explanation may be rated less favorably.
- ... Proposals that fail to provide letters of commitment for Qualified Local Businesses as subcontractors may be rated less favorably.

FACTOR 6: PRICE – Based on Proposed Task Order 0001

a. Proposal Submission Requirements:

The Offeror (see definition) shall complete and submit the following in the order shown below.

- Standard Form (SF) 1442 (Solicitation, Offer and Award)
- Offeror Pricing Schedule for Proposed Task Order 0001
- Bid Bond (in the amount of 20% of the proposal price for Proposed Task Order 0001)

With regard to price as shown on the SF 1442, the only Contract Line Item that Offerors are to complete is Line Item 0002 of Section 00010 Solicitation for Proposed Task Order 0001.

Failure to submit a Bid Bond conforming to the requirements of the solicitation may result in an Offeror's proposal being rejected as unacceptable.

b. Basis of Evaluation:

The price proposal for Proposed Task Order 0001 will be evaluated to determine the reasonableness and completeness of the Offeror's proposal. The following techniques will be used to ensure a fair and reasonable price:

- Comparison of proposed prices received in response to the solicitation.
- Comparison of proposed prices with the Independent Government estimate.

In addition, one (1) or more of the following techniques may also be utilized:

- Comparison of proposed prices with available historical information.
- Comparison of proposed prices with resources proposed.
- Obtain information/reports from Defense Contract Audit Agency (DCAA) or other outside agencies as required.

A price that is found to be unreasonably high in relation to the proposed work may be indicative of an inherent lack of understanding of the solicitation requirement and may result in the overall proposal not being considered for award.

Any inconsistency whether real or apparent, between proposed performance and price must be clearly explained in the price proposal. For example, if unique and innovative approaches are the basis for an apparently unbalanced/inconsistently priced proposal, the nature of these approaches and their impact on price must be completely documented. The burden of proof of price reasonableness rests solely with the Offeror.

EXHIBITS FOR SUBMISSION REQUIREMENTS ARE PROVIDED AS SEPARATE ATTACHMENTS ON THE SAM.GOV WEBSITE AT <https://sam.gov> UNDER CONTRACT OPPORTUNITIES.

Section 00 45 00 - Representations and Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (SEP 2021)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238910.

(2) The small business size standard is \$19,000,000.

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

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

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

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

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

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

() Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(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 will be performed in the United States or its outlying areas.

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

52.204-20 Predecessor of Offeror (AUG 2020)

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

Commercial and Government Entity (CAGE) code means--

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

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

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new

offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

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

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-- Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-- Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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

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

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

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [] will [] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.219-7000 ADVANCING SMALL BUSINESS GROWTH (JUN 2023)

(a) This provision implements 10 U.S.C. 4959.

(b) The Offeror acknowledges by submission of its offer that by acceptance of the contract resulting from this solicitation, the Offeror may exceed the applicable small business size standard of the North American Industry Classification System (NAICS) code assigned to the contract and would no longer qualify as a small business concern for that NAICS code. Small business size standards matched to industry NAICS codes are published by the Small Business Administration and are available at 13 CFR 121.201 and <https://www.sba.gov/document/support-table-size-standards>. The Offeror is therefore encouraged to develop the capabilities and characteristics typically desired in contractors that are competitive as other-than-small contractors in this industry.

(c) For procurement technical assistance, the Offeror may contact the nearest APEX Accelerator. APEX Accelerator locations are available at <https://www.apexaccelerators.us>.

(End of provision)

252.225-7974 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION 2020-O0005) (FEB 2020)

(a) Definitions. As used in this provision -

Agency or instrumentality of the government of Venezuela means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to "a foreign state" deemed to be a reference to "Venezuela".

Business operations means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Government of Venezuela means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

Person means -

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) Representation. By submission of its offer, the Offeror represents that the Offeror -

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

252-239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES—REPRESENTATION (DEVIATION 2021-O0003) (APRIL 2021)

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

(b) Representation. By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

(End of provision)

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
		999,000,000.00	\$999,000,000.00

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$10,000,000.00		\$150,000,000.00

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

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$
0004		\$		\$
0005		\$		\$

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	Destination	Government	Destination	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	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
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2 Alt II	Security Requirements (MAR 2021) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
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
52.204-30	Federal Acquisition Supply Chain Security Act Orders-- Prohibition.	DEC 2023
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

52.211-2	Availability of Defense Specifications, Standards, and Data Item Descriptions in the Acquisition Streamlining and Standardization Information System (ASSIST) Website	SEP 2023
52.211-6	Brand Name or Equal	AUG 1999
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-12 (Dev)	Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-O0001)	OCT 2021
52.215-13 (Dev)	Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2022-O0001)	OCT 2021
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	NOV 2021
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	NOV 2021
52.217-3	Evaluation Exclusive Of Options	APR 1984
52.217-4	Evaluation Of Options Exercised At The Time Of Contract Award	JUN 1988
52.217-5	Evaluation Of Options	JUL 1990
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2022
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-8	Utilization of Small Business Concerns	FEB 2024
52.219-9	Small Business Subcontracting Plan	SEP 2023
52.219-13	Notice of Set-Aside of Orders	MAR 2020
52.219-14 (Dev)	Limitations on Subcontracting (DEVIATION 2021-O0008)	FEB 2023
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-22	Previous Contracts And Compliance Reports	FEB 1999

52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.222-55	Minimum Wages 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
52.223-3	Hazardous Material Identification And Material Safety Data	FEB 2021
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	MAY 2024
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	MAY 2024
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-20	Aerosols	MAY 2024
52.223-21	Foams	MAY 2024
52.225-10	Notice of Buy American Requirement--Construction Materials	MAY 2014
52.225-10 Alt I	Notice of Buy American Requirement--Construction Materials (Feb 2009) Alternate I	MAY 2014
52.225-12	Notice of Buy American Requirement - Construction Materials Under Trade Agreements	MAY 2014
52.225-12 Alt I	Notice of Buy American Requirement - Construction Materials Under Trade Agreements (MAY 2014) Alternate I	MAY 2014
52.225-12 Alt II	Notice of Buy American Requirement - Construction Materials Under Trade Agreements (MAY 2014) Alternate II	NOV 2023
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
52.227-17	Rights In Data-Special Works	DEC 2007
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Individual Surety--Pledge of Assets	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	DEC 2022
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds--Construction	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014

52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
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
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-16 Alt I	Quantity Surveys (Apr 1984) - Alternate I	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I	APR 1984
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
52.236-26	Preconstruction Conference	FEB 1995
52.236-27	Site Visit (Construction)	FEB 1995
52.236-27 Alt I	Site Visit (Construction) (Feb 1995) - Alternate I	FEB 1995
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
52.244-6	Subcontracts for Commercial Products and Commercial Services	FEB 2024
52.245-1	Government Property	SEP 2021
52.245-2	Government Property Installation Operation Services	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	NOV 2021
52.247-64 Alt I	Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) - Alternate I	APR 2003
52.248-3	Value Engineering-Construction	OCT 2020
52.248-3 Alt I	Value Engineering-Construction (OCT 2020) - Alternate I	APR 1984
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.251-1	Government Supply Sources	APR 2012

52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	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
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions--Cost Vouchers	MAY 2023
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012 (Dev)	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2024-O0013 REVISION 1)	MAY 2024
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	NOV 2023
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2023
252.205-7000	Provision Of Information To Cooperative Agreement Holders	JUN 2023
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
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.219-7009	Section 8(a) Direct Award	OCT 2018
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
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
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	JAN 2023
252.225-7017 (Dev)	Photovoltaic Devices (DEVIATION 2020-O0019)	JUL 2020
252.225-7018	Photovoltaic Devices--Certificate	MAR 2024
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	MAY 2024
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.227-7013	Rights in Technical Data--Other Than Commercial Products and Commercial Services	MAR 2023
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7024	Notice and Approval of Restricted Designs	APR 1984

252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.236-7007	Additive or Deductive Items	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.242-7004	Material Management And Accounting System	MAY 2011
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
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7003	Notification of Potential Safety Issues	JAN 2023
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.246-7008	Sources of Electronic Parts	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

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

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

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

*** See individual task order for specific information**

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

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

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by (Contracting Officer insert date) . The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of clause)

*** See individual task order for specific date**

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

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

(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)

*** See individual task order for specific information**

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

Any contract awarded as a result of this solicitation will be DX rated order; **X** DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

(1) Any order for a single item in excess of **\$150,000,000**;

(2) Any order for a combination of items in excess of **\$150,000,000**; or

(3) A series of orders from the same ordering office within **two (2)** 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 **two (2)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **five (5) years from the start of the effective period of this contract**.

(End of clause)

52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within *****. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

*** See individual task order for specific information**

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within *. 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)

*** See individual task order for specific information**

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

*** The sixty days and five (5) years apply to the basic contract only. Each individual task order will include specific information as applicable.**

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (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 rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

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

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

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

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

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

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

(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)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
---	---

*

**

* If a goal is not found in the table, it shall be specified in the task order

** The goal for women is 6.9% for the entire country

COUNTY	MINORITY PARTICIPATION (%)
<u>CALIFORNIA</u>	
SAN DIEGO	16.9
LOS ANGELES	28.3
ORANGE	11.9
SAN BERNARDINO	19
IMPERIAL	16.2
RIVERSIDE	19
VENTURA	21.5
MONO	24.6
FRESNO	26.1
INYO	24.6
SANTA CLARA	19.6
KINGS	23.6
SAN FRANCISCO	25.6
SOLANO	17.1
MONTEREY	28.9
<u>ARIZONA</u>	
YUMA	19.6
MARICOPA	15.8
TUCSON	24.1
COCONINO	19.6
<u>COLORADO</u>	
DENVER/BOULDER	13.8
FORT COLLINS	6.9
GREELEY	13.1
COLORADO SPRINGS	10.9
PUEBLO	27.5
<u>NEVADA</u>	
CLARK COUNTY	13.9
CHURCHILL	9.2
<u>NEW MEXICO</u>	
SOCCORO	45.9
<u>UTAH</u>	
PROVO-OREM	2.4
SALT LAKE CITY	6.0

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **the area of responsibility covered by this MACC.**

(End of provision)

52.223-9 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)

(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.

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 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:

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

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

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

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

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

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

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

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

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

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

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

(ii) The application of the restriction of the Buy American 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 Act. (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) *\
Item 1:			
Foreign construction material....	_____	_____	_____
Domestic construction material...	_____	_____	_____
Item 2:			
Foreign construction material....	_____	_____	_____
Domestic construction material...	_____	_____	_____

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free 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)

(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 item (as defined in paragraph (1) of the definition at Federal Acquisition Regulation (FAR) 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

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

Cost of components means—

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

Designated country means any of the following countries:

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

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, 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 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

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

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

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

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

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

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

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

Least developed country construction material means a construction material that—

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

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

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

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 item or to the construction materials or components listed by the Government as follows:

(Contracting Officer to list applicable excepted materials or indicate ``none") *

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

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

(ii) The application of the restriction of the Buy American 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)(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)*
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2:			
Foreign construction material			
Domestic construction material			

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free 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)

*** See individual task order for specific information**

52.225-11 BUY AMERICAN ACT --CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (DEVIATION 2020-O0019) (JAN 2021) ALTERNATE I (JAN 2021) *

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

Australian, Chilean, or Moroccan construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of Australia, Chile, or Morocco; 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 Australia, Chile, or Morocco into a new and different construction material distinct from the materials from which it was transformed.

Bahrainian, Mexican, or Omani construction material means a construction material that--

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

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.

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

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

Cost of components means--

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

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

Designated country means any of the following countries:

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

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

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, 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).

Domestic construction material means--

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

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

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

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

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

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

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

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

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

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.

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 all the Free Trade Agreements except the Bahrain FTA, NAFTA, and the Oman FTA apply to this acquisition. Therefore, the Buy American statute restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: (Contracting Officer to list applicable excepted materials or indicate "none") *

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

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

(ii) The application of the restriction of the Buy American 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)(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) *
Item 1:			
Foreign construction material....
Domestic construction material...
Item 2:			
Foreign construction material....
Domestic construction material...

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free 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)

*** See individual task order for specific information**

52.228-1 BID GUARANTEE (SEP 1996)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

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

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

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

(End of provision)

***Unless otherwise specified in the task order**

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000) *

(a) The Contractor shall submit one of the following payment protections:

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within _____ days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

*** See individual task order for specific information**

52.232-5 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 8th day 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 subparagraph (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)

52.232-27 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 14th day 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 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day 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 30th day 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 7th day 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 CFR 1315.10(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 40th day 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 40th day 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 use:

(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) Seven days 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) Seven days 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 8th day 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 section 12 of 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)

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

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

(End of Clause)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013) *

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by (the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"). If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

*** See individual task order for specific information if applicable**

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

(a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

(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)

***See individual task order for specific information.**

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least (20% for construction; 15% for housing; 25% if special trade contractor) of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984) *

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions (insert a summary of weather records and warnings).

(c) Transportation facilities (insert a summary of transportation facilities providing access from the site, including information about their availability and limitations.

(d) (insert other pertinent information).

(End of clause)

*** See individual task order for specific information**

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE II (APR 1984).

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

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

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

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

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

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

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish **four (4)*** sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

*** Unless otherwise specified in the task order**

52.244-2 SUBCONTRACTS (JUN 2020) *

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

*** See individual task order for specific information**

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2024)

(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 (FEB 2024) (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) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(xii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(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 flowdown 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) 52.247-64, 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)

52.246-21 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)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994) - ALTERNATE I (APR 1984) *

- (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.
 - (k) Defects in design or manufacture of equipment specified by the Government on a "brand name and model" basis, shall not be included in this warranty. In this event, the Contractor shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to the Government.
- (End of clause)

*** See individual task order for specific information**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

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

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

(End of provision)

*** See individual task order for specific information**

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

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

(b) The use in this solicitation or contract of any insert regulation name (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

*** See individual task order for specific information**

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

Naval Facilities Engineering Systems Command Southwest
750 Pacific Highway
San Diego, CA 92132

(End of provision)

252.216-7006 ORDERING (MAY 2011)

(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 contract schedule. Such orders may be during the effective term of the contract.

(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)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)*

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in _____, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

*** See individual task order for specific information**

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

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

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

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

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

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

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

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

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

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

Routing Data Table*

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

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

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

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

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

(g) WAWF point of contact.

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

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

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

(End of clause)

***See individual task order for specific information.**

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

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

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

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

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

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

Title	File	Drawing No.
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(End of clause)

*** See individual task order for specific information**

52.216-24

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984) *

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding _____ dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is _____ dollars.

(End of Clause)

***See individual task order for specific information**

252.217-7027

252.217-7027 CONTRACT DEFINITIZATION (DEC 2012) *

(a) A (insert specific type of contract action) is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit insert type of proposal; e.g., fixed-price or cost-and-fee proposal and certified cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is as follows (insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and certified cost or pricing data).

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated (insert "cost/price ceiling" or "firm-fixed price") in no event to exceed (insert the not-to-exceed amount).

(End of clause)

*** See individual task order for specific information**

SECTION 00 73 01

SECTION 00 73 01 CONTRACT TYPE/PERFORMANCE SPECIAL CONTRACT REQUIREMENTS (SEPT 2023)

1. GENERAL OVERVIEW OF MULTIPLE AWARD CONSTRUCTION CONTRACT (MACC)

A Multiple Award Construction Contract is a contract awarded from a single solicitation, and may result in award to multiple contractors. This procurement consists of one with the intent to award three (3) or more Indefinite Delivery Indefinite Quantity (IDIQ) Construction Contracts to the Offeror(s) whose proposal(s), conforming to the RFP, will be most advantageous to the Government resulting in the Best Value, price and other non-price related factors considered. The best value continuum source selection process to be used for this acquisition is the tradeoff analysis process as described in FAR 15.101-1. This process allows for a tradeoff between non-price factors and price and allows the Government to accept other than the lowest priced proposal or other than the highest technically rated proposal to achieve a best-value contract award.

The Government reserves the right to award only one contract covering the project identified in the RFP if the minimum guarantee of funds is not available for three or more awards. The Government reserves the right not to award the Proposed Task Order (PTO) 0001. The Government reserves the right to substitute or add other design-build projects that meet the scope of the MACC. Subject to the availability of funds, the Government reserves the right to delay or cancel the award of PTO 0001 at time of the basic contract award. If the task order is not awarded with the basic award, the guaranteed minimum will be awarded.

2. CONTRACT TYPE

This is an indefinite delivery indefinite quantity (IDIQ) contract with no pre-established fixed contract prices. The actual amount of work to be performed and the time of such performance will be determined by a Contracting Officer, who will issue written Task Orders to the contractor. Award of Task Orders will be on a firm fixed price basis. This is not a requirements contract.

3. SET-ASIDE This contract is unrestricted; however, price evaluation preference will be given to HUBZone Small Business firms, in accordance with FAR 52.219-4.

4. NAICS CODE: 238910 Size Standard \$19 million applies to this contract.

5. DESCRIPTION OF WORK:

The work to be acquired under this contract will provide the demolition, construction, supervision, equipment, material, labor, and all means necessary for demolition projects at Hunters Point Naval Shipyard, San Francisco, California. The area of coverage may be used at various Government installations located in the NAVFAC Southwest AOR of California, Arizona, Nevada, Utah, Colorado, and New Mexico. It may also extend to the entire NAVFAC AOR.

However, it is anticipated that the majority of the work will be performed at the Hunters Point Naval Shipyard.

Use of this contract for any location outside of Hunters Point Naval Shipyard must be approved by the NAVFAC Southwest (SW) Chief of Contracting Office (CCO).

Types of projects may include, but are not limited to: site preparation activities, such as excavating and grading, demolition of buildings and other structures, and septic system installation; earthmoving and land clearing for all types of sites (e.g., building, nonbuilding, mining). Establishments primarily engaged in construction equipment rental with operator (except cranes) are also included.

In support of design-build strategies, each Offeror shall possess in-house capabilities or employ the services of Lead Architect-Engineering (A-E) Design Firm(s) experienced in the design development and coordination of projects within the scope of this contract. Lead A-E Design Firm(s), their subsidiaries and affiliates that are involved at the RFP or design stage of a particular project under another contract will not be allowed to propose or be used on a Task Order for that project under this contract. All professional disciplines shall be registered and/or certified in their discipline. In any state requiring specialized knowledge of local permitting or regulatory agency requirements, the professional discipline shall be registered or certified in that state.

6. CONTRACT DURATION, LIMITS, AND AMOUNTS

a. Term of contract: Each of the resulting contracts will be for a base period of two (2) years.

b. Options: Each contract contains three (3) 1-year option for a total maximum duration of five (5) years or estimated maximum dollar value (see paragraph c. below), whichever occurs first. The Government has the option to extend the term of the contract in accordance with the contract clause entitled "Option to Extend the Term of the Contract, FAR 52.217-9." The Government may extend the contract for three (3) 1-year option periods by written notice to the contractor within the performance period specified in the Schedule, provided that the Government will give the contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

c. Amounts: The estimated maximum dollar value, including the base period and all options, for all contracts combined is \$999,000,000.

d. Task Order Limitations: Estimated Task Order range is between \$10,000,000 and \$150,000,000. Task Orders may fall below or above this limit; however, contractors are not obligated to accept such Task Orders under the general terms of the contract.

e. Minimum Guarantee: The Government makes no representation as to the number of Task Orders or actual amount of work to be ordered, however, during the term of the contract, a minimum of \$5,000 is guaranteed to each awardee. Contractors are not guaranteed work in excess of the minimum guarantee specified herein.

7. PERFORMANCE OF WORK/LIMITATIONS ON SUBCONTRACTING: All work under this contract shall be in accordance with Code of Federal Regulations, Title 13, Part 121--Small Business Size Regulations, Part 124--8(A) Business Development/Small Disadvantaged Business Status Determinations, Part 125--Government Contracting Programs, and Part 126--HUBZone Program; and FAR Part 19--Small Business Programs and Part 36--Construction and Architect-Engineer Contracts, as applicable.

a. Small Business Set-Aside Procurements (including Total Small Business Set-Aside, Total 8(a) Set-Aside, Total HUBZone Set-Aside, and Total Service-Disabled Veteran-Owned Small Business Set-Aside contracts): The prime contractor must comply with the applicable limitations on subcontracting in accordance with FAR Clause 52.219-14, Limitations on Subcontracting, by the end of the base term of the contract and by the end of each subsequent option period as follows:

In the case of a contract for general construction, the prime contractor shall not pay more than 85% 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% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

In the case of a contract for construction by special trade contractors, the prime contractor shall not pay more than 75% 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% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

A joint venture agrees that, in the performance of the contract, the applicable percentage specified in FAR Clause 52.219-14 (e) will be performed by the aggregate of the joint venture participants.

Additional requirements apply for the following types of set-asides:

(1) Total 8(a) Set-Aside:

If the prime contractor is an 8(a) joint venture or Mentor Protégé, performance of work is as follows: For any 8(a) set-aside contract, including those between a protégé and a mentor authorized by 13 CFR Sec. 124.520, the joint venture must perform the applicable percentage of work required by 13 CFR Sec. 124.510, and the 8(a) partner(s) to the joint venture must perform at least 40% of the work performed by the joint venture. The work

performed by the 8(a) partner(s) to a joint venture must be more than administrative or ministerial functions so that the 8(a) partners gain substantive experience. The amount of work done by the partners will be aggregated and the work done by the 8(a) partner(s) must be at least 40% of the total done by all partners. In determining the amount of work done by a non-8(a) partner, all work done by the non-8(a) partner and any of its affiliates at any subcontracting tier will be counted. (See 13 CFR Sec. 124.513.)

Indefinite delivery and indefinite quantity 8(a) contracts: 13 CFR Sec. 124.510 applies as follows: In order to ensure that the required limitations on subcontracting requirements on an indefinite delivery or indefinite quantity 8(a) award are met by the Participant, the Participant cannot subcontract more than the required percentage to subcontractors that are not similarly situated entities for each performance period of the contract (i.e., during the base term and then during each option period thereafter).

(2) Total HUBZone Set-Aside:

If the prime contractor is a HUBZone certified joint venture or Mentor Protégé, performance of work is as follows: For any HUBZone set-aside contract to be performed by a joint venture between a certified HUBZone small business concern and another certified HUBZone small business concern, the aggregate of the certified HUBZone small business concerns to the joint venture, not each concern separately, must perform the applicable percentage of work required by 13 CFR Sec. 125.6. For any HUBZone set-aside contract to be performed by a joint venture between a certified HUBZone small business concern and a small business concern or its SBA-approved mentor authorized by 13 CFR Sec. 125.9 or 13 CFR Sec. 124.520, the joint venture must perform the applicable percentage of work required by 13 CFR Sec. 125.6, and the certified HUBZone small business concern partner to the joint venture must perform at least 40% of the work performed by the joint venture. The work performed by the certified HUBZone small business concern partner to a joint venture must be more than administrative or ministerial functions so that it gains substantive experience. The amount of work done by the partners will be aggregated and the work done by the certified HUBZone small business concern partner must be at least 40% of the total done by the partners. In determining the amount of work done by a mentor participating in a joint venture with a HUBZone qualified protégé, all work done by the mentor and any of its affiliates at any subcontracting tier will be counted.

(3) Total Service-Disabled Veteran-Owned Small Business Set-Aside:

If the prime contractor is a Service-Disabled Veteran-Owned small business joint venture or Mentor Protégé, performance of work is as follows: For any Service-Disabled Veteran-Owned small business set-aside contract, including those between a protégé and a mentor authorized by 13 CFR Sec. 125.9, the joint venture must perform the applicable percentage of work required by 13 CFR Sec. 125.6, and the Service-Disabled Veteran-Owned Small Business concern partner(s) to the joint venture must perform at least 40% of the work performed by the joint venture. The work performed by the Service-Disabled Veteran-Owned small business concern partner(s) to a joint venture must be more than administrative or ministerial functions so that they gain substantive experience. The amount of work done by the partners will be aggregated and the work done by the Service-Disabled Veteran-Owned small business concern partner(s) must be at least 40% of the total done by all partners. In determining the amount of work done by a non-Service-Disabled Veteran-Owned small business concern partner, all work done by the non-Service-Disabled Veteran-Owned small business concern partner and any of its affiliates at any subcontracting tier will be counted.

b. Unrestricted Procurements: As stated in FAR Clause 52.236-1, Performance of Work by the Contractor, the prime contractor shall perform on the site and with its own organization, work equivalent to at least 20% of the total amount of work to be performed under the contract.

8. SUBCONTRACTING PLAN

Any large business required to submit a Subcontracting Plan in accordance with FAR 19.7 will compile a consolidated report at least semi-annually or when directed by the Contracting Officer when data is required for reporting purposes. Reporting responsibilities shall be in accordance with FAR Clause 52.219-9, Small Business Subcontracting Plan. Submit the Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR)

using the Electronic Subcontracting Reporting System (eSRS) at <https://www.esrs.gov/>, following the instructions in the eSRS.

9. WORK BY THE GOVERNMENT

The Government reserves the right to undertake performance by Government forces, for the same type or similar work as contracted herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

10. COMMENCEMENT OF WORK

No work under this contract will commence until such time as the Contracting Officer issues a Task Order, either in writing or orally. Oral Task Orders will be confirmed by the issuance of a written Task Order within five working days.

11. PLACE OF PERFORMANCE

The place of performance will be designated on each individual Task Order.

12. PROPOSAL PREPARATION COSTS

The costs for preparation of Task Order proposals, if required under this contract, shall be the responsibility of the contractor and not directly reimbursable. Each Task Order awarded will include at a minimum all labor wages, management, supervision, mobilization, material, and equipment costs. The contractor shall furnish all project management, planning, estimating, labor, transportation, materials, equipment, tools, supervision, design if applicable, and all other associated costs necessary to fulfill the requirements of the Task Order.

13. DEFINITIONS

Where “as shown,” “as indicated,” “as detailed,” or words of similar importance are used, it shall be understood that reference to the drawings accompanying this specification is made unless stated otherwise. Where “as directed,” “as required,” “as permitted,” “approved,” “acceptance,” or words of similar importance are used, it shall be understood that the direction, requirements, permission, approval, or acceptance of the Contracting Officer is intended unless stated otherwise. As used herein, “provided” shall be understood to mean “provided complete in place,” that is “furnished and installed.”

14. BUY AMERICAN PROVISIONS

The following Buy American provisions should be included in the task order RFP. Use the FAR prescriptions for each provision to determine which apply to the specific task order based on the dollar value.

FAR Clause 52.225-9, Buy American--Construction Materials and FAR Clause 52.225-10, Notice of Buy American Requirement--Construction Materials.

FAR Clause 52.225-11, Buy American--Construction Materials under Trade Agreements and FAR Clause 52.225-12, Notice of Buy American Requirement--Construction Materials under Trade Agreements.

FAR Clause 52.225-11, Buy American--Construction Materials under Trade Agreements with Alternate I and FAR Clause 52.225-12, Notice of Buy American Requirement--Construction Materials under Trade Agreements with Alternate II.

15. BID BOND

For each Task Order (over \$150,000) placed on the MACC, the contractor shall furnish a bid guarantee in the amount of 20% of the proposal price or \$3,000,000, whichever is less.

16. PERFORMANCE AND PAYMENT BONDS

Performance and payment bonds in the amount of 100% (unless otherwise stipulated on the individual Task Order) will be required for each Task Order and shall be submitted for approval to the Contracting Officer within 15 days (unless otherwise stipulated on the individual Task Order) of award of a Task Order. Commencement of construction is contingent upon approval of required bonds.

17. REQUIRED INSURANCE

a. Within fifteen days after award of each Task Order under this contract, the contractor(s) shall furnish the Administrative Contracting Officer a Certificate of Insurance as evidence of the existence of the following insurance coverage amounts not less than the amount specified below in accordance with FAR Clause 52.228-5, Insurance – Work on a Government Installation.

COVERAGE:

- Comprehensive General Liability: \$500,000 per occurrence
- Automobile Liability: \$200,000 per person, \$500,000 per occurrence for bodily injury; \$20,000 per occurrence for property damage
- Workmen’s Compensation: As required by Federal and State Worker’s compensation and occupational disease laws
- Employer’s Liability Coverage: \$100,000 except in states where worker’s compensation may not be written by private carriers
- Others as required by state law

b. Above insurance coverages are to extend to contractor personnel operating Government owned equipment and vehicles.

c. The Certificate of Insurance shall provide for thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned “Insurance” clause.

18. CONSTRUCTION WAGE REQUIREMENTS STATUTE WAGE DETERMINATIONS

Applicable Construction Wage Rate Requirements statute (formerly known as the Davis-Bacon Act) general wage determinations (FAR 22.404-1) will be required for Task Orders awarded under this contract and will be incorporated into the Task Orders. Each Task Order will specify the applicable wage determination; however, the contractor shall be responsible for obtaining them. The applicable Construction Wage Rate Requirements Statute general wage determination can be obtained from the SAM.gov website at <https://sam.gov> under Wage Determinations.

19. DRAWINGS

All drawings, if applicable, accompanying Task Orders will be considered to be a part of the scope of work.

20. TASK ORDER PERFORMANCE PERIOD

FAR Clause 52.211-10, Commencement, Prosecution, and Completion of Work, will be incorporated into each Task Order identifying the construction schedule. The Government reserves the right to negotiate a Task Order’s performance period if determined to be in the best interest of the Government.

21. LIQUIDATED DAMAGES

FAR Clause 52.211-12, Liquidated Damages – Construction, will be incorporated into the resultant Task Order identifying the liquidated damages rate applicable to that Task Order. If the contractor fails to complete the work within the time fixed in the Task Order or any extension thereof, the contractor shall pay to the Government as liquidated damages for each Task Order, the rate cited in the Task Order.

22. PREAWARD SITE INSPECTIONS

Upon receipt of the scope of work, including applicable drawings, and following a brief time period for reviewing the documents, the contractor shall inspect the job site. The prospective superintendent shall attend the site visit. Any deficiencies, conflicts, or other areas of concern existing in the scope of work and applicable drawings should be brought to the attention of the Contracting Officer, in writing. The contractor shall also notify the Contracting Officer, in writing, upon observing any features in the design that appear to be ambiguous, confusing, conflicting, or erroneous.

23. SUPERVISION

The contractor shall provide supervision in accordance with FAR Clause 52.236-6, Superintendence by the Contractor, for each Task Order.

24. SUBCONTRACTING RESPONSIBILITIES

The contractor shall be responsible for the management and performance of all subcontractors. The contractor shall ensure subcontractors are competent and capable of handling all assigned work. The contractor shall ensure Task Orders are completed within the stated requirements.

The contractor is responsible for ensuring subcontracting opportunities are made available to responsible small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

25. NOTICE OF CONSTRUCTIVE CHANGES

No order, statement, or direction of the Contracting Officer, an authorized representative of the Contracting Officer whether or not acting within the limits of his authority, or any other representative of the Government, shall constitute a change order under the “Changes” clause of this contract or entitle the contractor(s) to an equitable adjustment of the price or delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer.

26. PAYMENTS – WAWF

Invoicing procedures will be as stated in Section 01 20 00.00 20, Price and Payment Procedures or in Section 01 20 00.05 20, Price and Payment Procedures for Design-Build. Percentage of performance payments will be processed through the designated Administrative Contracting Officer. In accordance with DFARS Clause 252.232-7003 titled “Electronic Submission of Payment Requests and Receiving Reports,” this contract requires use of the DoD Wide Area WorkFlow (WAWF) Receipt and Acceptance system for the submission of invoices. Submittal information is included in DFARS Clause 252.232-7006 titled “Wide Area WorkFlow Payment Instructions” of the individual Task Order award document.

27. PROJECT KICKOFF MEETING

Prior to commencing work under a Task Order, the contractor shall meet with the Administrative Contracting Officer and/or designated technical personnel at a mutually agreeable time to discuss and develop mutual understandings concerning schedule and administering work.

28. OVERHEAD RATES FOR CONSTRUCTION CONTRACTS

Contractors are required to use a single distribution base for computing job site overhead. A contractor must use either a per diem rate or a percentage mark-up to compute job site overhead costs on all changes. Switching between a time distribution base (per diem rate) and a direct cost distribution base (percentage markup) will not be allowed.

29. PARTNERING

Partnering is a structured process, as well as philosophy of doing business with contractors and customers that recognizes common goals through communication and teamwork. It helps create an environment where trust and teamwork prevent disputes, foster good working relationships to everyone's benefit, and facilitate the completion of a successful contract. In support of the command's goals of teamwork and customer satisfaction, our policy is to practice the philosophy of Partnering on every contract we administer. The contractor's key personnel may be required to attend formal partnering for the basic contract. In addition, formal partnering may be required prior to and/or during performance of an individual Task Order, if determined necessary by the Government. Key personnel are defined as the Project Manager, Assistant Project Manager, Superintendent, CQC representative, major subcontractors, and specialized supplementary personnel. The contractor shall pay all costs associated with the partnering effort. The participants shall bear their own costs for meals, lodging, and transportation associated with partnering.

30. PERFORMANCE EVALUATIONS

The Administrative Contract Office will complete a contractor's performance evaluation for input into the Contractor Performance Assessment Reporting System (CPARS) database. The evaluation will take into account all aspects of the contractor's performance. Interim performance evaluations may be completed at any time the contractor's performance is considered less than satisfactory or to provide feedback on the design portion of a design-build Task Order. Contractors will be provided a copy of the performance evaluation and an opportunity to discuss the evaluation. The negative performance evaluations will have an impact on the award of future Task Orders. The contractor shall request a performance evaluation prior to final invoice and closeout to keep for future proposal submissions.

Contractor's performance will be evaluated using the respective contractor performance evaluation report entry system located on the website <http://www.cpars.gov/>. Prior to commencement of work the contractor is required to provide the government with the name, phone number and e-mail address of the "Contractor's Representative" that will be responsible for receipt and review of draft performance evaluations prepared by the government in the appropriate system. It is the contractor's responsibility to keep this contact information current.

31. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

Statutes and Executive orders require employers to abide by the immigration laws of the United States and to employ in the United States only individuals who are eligible to work in the United States. In accordance with FAR Clause 52.222-54, Employment Eligibility Verification, this contract requires the use of E-Verify which provides an Internet-based means of verifying employment eligibility of workers employed in the United States, but is not a substitute for any other employment eligibility verification requirements.

SECTION 00 73 02

SECTION 00 73 02 CONTRACT ADMINISTRATION DATA (SEPT 2023)

1. IDENTIFICATION OF PROCURING CONTRACTING OFFICER/ORDERING OFFICER

The Procuring Contracting Office (PCO) is located at the NAVFAC Southwest, Planning, Design, and Construction Contracting Team, Code ACQ3, 750 Pacific Highway, San Diego, California, 92132. Overall administration of the basic contract will be the responsibility of the office. The PCO is responsible for the contract in its entirety and

possesses complete authority to modify the terms of the basic contract. NAVFAC Southwest Contracting Officers and authorized ordering officers/individuals designated in writing will be responsible for ordering and administration of the individual Task Orders. The terms “Contracting Officer” and “Ordering Officer” may be used interchangeably when referring to individual Task Orders. All correspondence for the basic contract shall be addressed to the PCO and shall include the contract number assigned.

2. ADMINISTRATIVE CONTRACTING OFFICERS

Administrative Contracting Officers (ACO) will be designated, in writing, upon award of individual Task Orders. These individuals may include the Resident Officer In Charge of Construction (ROICC), Facilities Engineering Acquisition Division (FEAD), and Contracting Officer located where the work is to be accomplished.

These individuals will be responsible and possess the authority to act on behalf of the Government with respect to the specific Task Order.

All post award/administrative correspondence, i.e., insurance, California Preliminary Notices, etc., shall be addressed to the ACO for the specific Task Order to which it relates. Additionally, all correspondence and Task Orders/modifications, etc. shall include both the Task Order number and the Proposed Task Order (PTO) number as applicable.

3. CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The COR for the basic contract functions as the technical representative of the Contracting Officer in the administration of the basic contract, providing technical direction and discussion as necessary, with respect to the specifications or statement of work, and monitoring the performance of work under the contract.

The Contracting Officer hereby designates the following individual as COR for the basic contract:

Name:	Ryan Rowson
Mailing Address:	Naval Facilities Engineering Command Southwest, Code ACQ3 750 Pacific Highway San Diego, California 92132
Phone Number:	(619) 705-4559
Email Address:	ryan.m.rowson.civ@us.navy.mil

The COR for each Task Order will be designated, in writing, upon award of individual Task Orders. Each Task Order COR functions as the technical representative for the administration of the individual Task Order and provides technical direction as necessary, with respect to the specifications or statement of work for the Task Order. Each Task Order COR will monitor the performance of the work on assigned Task Orders.

CORs are not authorized to take any action, either directly or indirectly, that could result in a change in the pricing, quantity, quality, place of performance, delivery schedule, or other terms and conditions of the basic contract or Task Orders, or to direct the accomplishment of efforts which would exceed the scope of the basic contract or Task Orders.

If the contractor believes that a COR’s interpretation of specifications is erroneous, the contractor shall notify the responsible Contracting Officer in writing of this position.

4. OMBUDSMAN

The Task and Delivery Order Ombudsman for the Department of the Navy (DoN) is the Deputy Assistant Secretary of the Navy – Acquisition and Procurement (DASN (AP)). The Ombudsman is responsible for reviewing complaints from contractors and ensuring that all contractors are afforded a fair opportunity to be considered for award of Task Orders, in accordance with the requirements of the contract. The DASN (AP) is located at 1000

Navy Pentagon, Washington, DC 20350-1000; phone: (703) 614-9600; fax: (703) 614-9394; and email: NCAG@navy.mil.

SECTION 00 73 03

**SECTION 00 73 03
TASK ORDER ISSUANCE PROCEDURES
(SEPT 2023)**

If this contract contains multiple awardees, the issuance procedures stated herein are applicable.

1. GENERAL

a. When the Government requires work under the contract, a Request for Quote (RFQ) or Request for Proposal (RFP) will be issued as appropriate. RFQ/RFP will normally be issued electronically by email but may be placed via mail, telephone, facsimile, or other electronic means.

b. Task Orders will be awarded on DD Form 1155 (Order for Supplies or Services). Task Orders will be placed in a sequential numbering system, which relate back to the basic contract number and the assigned Proposed Task Order (PTO) Number.

c. The Government will not be obligated to reimburse the contractor for work performed, items delivered, or any costs incurred, nor shall the contractor be obligated to perform, deliver, or otherwise incur costs, except as authorized by duly executed Task Orders.

d. Each Task Order shall include as a minimum:

- (i) Date of order.
- (ii) Contract number and order number.
- (iii) Contract item number and description, quantity, and unit price or estimated cost.
- (iv) Delivery or performance schedule.
- (v) Place of performance.
- (vi) Any packaging, packing, and shipping instructions.
- (vii) Accounting and appropriation data.
- (viii) Method of payment and payment office.

e. Modifications to Task Orders will be issued on Standard Form (SF) 30.

f. Each Contractor is required to submit a reasonable number of good faith proposals for PTOs. Contractors are not obligated to propose on all Task Orders; however, they are required to contact the Contracting Officer at least two days prior to the site visit if they cannot participate in the walk through, or within five days of the proposal due date if they cannot submit an offer. Failure to provide this notification may impact future consideration for PTOs and exercise of an option.

g. In accordance with FAR 16.505(a)(10), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a Task Order Contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract; or a protest of an order valued in excess of \$25,000,000.

2. COMPETITION

a. Competition for issuance of Task Orders is limited to those awardees under this contract. All awardees will be given a fair opportunity to be considered for each Task Order unless the Contracting Officer applies one of

the exceptions noted below. Upon determining the need to issue a Task Order, all awardees will be considered equally against the stated criteria. In the case of a task order in excess of \$6,000,000, the requirements to provide all contractors a fair opportunity to be considered under 10 U.S.C. Sec. 2304c(b) is not met unless all such contractors are provided, at a minimum, a notice of the task order that includes a clear statement of the agency's requirements; a reasonable period of time to provide a proposal in response to the notice; disclosure of the significant factors and subfactors, including cost or price, that the agency expects to consider in evaluating such proposals, and their relative importance; in the case of an award that is to be made on a best value basis, a written statement documenting the basis for the award and the relative importance of quality and price or cost factors; and an opportunity for a post-award debriefing consistent with the requirements of section 2305(b)(5) of Title 10, United States Code.

b. Unless one of the exceptions noted below applies, each Task Order will be awarded, as a result of competition to the contractor whose offer is the most advantageous to the Government considering the criteria specified.

c. The Contracting Officer reserves the right to make award of a Task Order without competition based upon:

(1) One of the circumstances described below:

(i) The agency need for the supplies or services are so urgent that providing a fair opportunity would result in unacceptable delays;

(ii) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

(iii) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or

(iv) It is necessary to place an order to satisfy a minimum guarantee; or

(v) In accordance with section 1331 of Public Law 111-240 (15 U.S.C. 644 (r)), contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in 19.000(a)(3). When setting aside orders for small business concerns, the specific small business program eligibility requirements identified in part 19 apply.

(2) A statute expressly authorizes or requires that the purchase be made from a specific source.

3. REQUIREMENT FOR PROPOSALS

a. Task Orders will be firm fixed price with a specific completion date or performance period and clearly define the specific services to be performed or the performance desired. When Options are included in the Schedule, the Task Order will specify the number of days after award for exercising the Options. Each Task Order will contain applicable clauses and provisions. All Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a Task Order and this contract, the contract will control, except as otherwise noted in the contract documents. The Government reserves the right to incorporate additional clauses, as appropriate, into individual Task Order solicitations and awards.

b. Task Orders may be awarded on the basis of price only or Best Value. The two best value source selection approaches are lowest price technically acceptable (LPTA) or Tradeoff process. As a minimum, price shall be evaluated on all MACC Task Orders. Past Performance on earlier MACC Task Orders should be considered in all award decisions. The basis for award will be stated in the PTO.

(1) Tradeoff process is the preferred method for design-build requirements.

- (2) LPTA should be considered for design-bid-build requirements and for design-build requirements where there is a facility UFC requirement (e.g., CDC) that provides descriptive design requirements. If LPTA is used, the selected evaluation factor(s) should not duplicate what was used to select contractors for the MACC, but should be specific to the project. For any concerns on how a MACC was procured, contact the Contracting Officer's Representative (COR) for the basic contract.
- (3) For non-complex design-bid-build or design-build requirements with a value of less than \$25 million and that do not necessarily require a technical factor, the Contracting Officer may choose to consider only price for award purposes. Price only should be used sparingly and only if a project is not complex. In addition, if the project is design-build and utilizes a MACC that did not evaluate a design firm, low price should not be used.

c. Whenever possible, award will be made without discussions. If discussions are required, each contractor will be requested to provide a final proposal revision, unless eliminated from discussions through the establishment of a competitive range. 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.

d. Task Order projects may be non-complex performance oriented tasks requiring minimal design, may be complex construction requiring design development for design-build construction, or a combination thereof. Projects will be varying in size and complexity. The Task Orders may be written based on a Government/Contractor Team cooperative scoping of the work in order to develop a mutually agreed upon Statement of Work. The Task Order may or may not have traditional plans and specifications but may include sketches, requests for catalog cuts, and other submittals.

e. Price: Each PTO will indicate the detail of pricing information to be provided. Normally, a competitive PTO will require only a lump sum or unit price offer, but the Contracting Officer reserves the right to obtain a more detailed cost breakdown of labor, materials, equipment, overhead, and profit at any time. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

f. Technical proposals, if required, may address one or more of the following factors:

- Design
- The contractor's technical understanding of the work
- The most efficient and effective plan to accomplish the work
- Rationale for proposed materials, type and quantities
- Key Personnel/Major Subcontractor
- Sustainable design features
- Total ownership costs

g. Oral presentations may be used to substitute for, or augment, written information and are subject to the same restrictions as written information.

h. Design Build Task Order: A RFP may be issued with the Target Award Amount/Contract-to-Budget Amount for design and construction along with, but not limited to, a Statement of Work, Design Criteria and or concept design. The contractors may be requested to submit a concept design along with a price proposal. Task Orders will be issued with a firm fixed price for design and construction. It is the Contractor's responsibility to design the project so that it can be constructed within the fixed price contract value. Failure to do so is at the Contractor's risk.

4. SELECTION CRITERIA

One or more of the following criteria in addition to Price or Cost may be considered when contractors compete for award of a Task Order:

- (a) Experience
- (b) Safety
- (c) Technical Solution
- (d) Energy and Sustainable Design
- (e) Past Performance

5. RATING SCHEME AND DEFINITIONS:

If Best Value Tradeoff Process or Lowest Price Technically Acceptable Process is used to award a Task Order, the rating scheme and definitions will be specified in the Task Order RFP.

3. LOCAL HIRING REQUIREMENT

The conveyance agreement for Hunters Point Naval Shipyard requires “[t]o the maximum extent allowed by federal laws, the Government shall assist and use its best efforts to give preference to locally owned and minority and woman owned businesses employing local residents in any contracts relating to the remediation of the Hunters Point Naval Shipyard or any portion thereof. By way of example only and without limiting the foregoing, in entering into contracts with private entities as part of the remediation of the Hunters Point Naval Shipyard, the Government through its contracts shall give preference (i) to the greatest extent practicable to qualified businesses located in the vicinity of the Shipyard and to small disadvantaged business concerns, pursuant to Section 2912 of Title XXIX of the National Defense Authorization Act for Fiscal Year 1994, Public Law 103-160 (the "Pryor Amendment"), and (ii) to entities that plan to hire, to the maximum extent practicable, residents in the vicinity of the Hunters Point Naval Shipyard, pursuant to Section 2834 of the National Defense Authorization Act for Fiscal Year 1994 (Public Law 103-160).”

The Government’s goal is for work to be set-aside to qualified locally owned businesses and for all labor to be conducted by local residents will be stated as a minimum percentage specified on each individual task order. Additionally, Offerors are encouraged to hire local residents, or subcontract to businesses who hire local residents. A “Local Business” is defined as a business with its home office located within the City of San Francisco. A “Local Resident” is defined as a person with a home residence located within the City of San Francisco. Local hiring will be tracked by the administering contracting officer through review of submitted invoices. If the established goal is not met, an explanation detailing the reason why the goals were not met and the corrective actions taken is required.

Failure to meet the local business and local hiring participation goal percentage for work may negatively impact the contractor’s performance documented in the Contractor Performance Assessment Report (CPARS). Exceeding the local business and local hiring participation minimum goal percentage and maximizing the amount of local business and/or local hiring in the vicinity of Hunter’s Point Naval Shipyard may positively impact the contractor’s performance documented in CPARS. For the purposes of this evaluation, the “vicinity of Hunter’s Point Naval Shipyard” is defined as being located within zip codes 94107, 94124, and 94134.

SECTION 00 73 04

SECTION 00 73 04 NAVFAC LANGUAGE (SEPT 2023)

1. AUTHORITY

1. No person other than the Contracting Officer has authority to bind the Government with respect to this contract.
2. No action or omission of any government employee or representative other than the Contracting Officer shall increase or decrease the scope of this contract or shall otherwise modify the terms and conditions of this contract.

3. In no event shall any of the following be effective or binding on the Government or imputed to the Contracting Officer with respect to this contract:

- (a) An understanding or agreement between the Contractor and anyone other than the Contracting Officer;
- (b) A purported modification or change order issued by anyone other than the Contracting Officer;
- (c) A promise by anyone other than the Contracting Officer to provide additional funding or make payments; or
- (d) An order, direction, consent, or permission from anyone other than the Contracting Officer to:
 - (i) Incur costs in excess of a specified estimated cost, allotment of funds, or other ceiling; or
 - (ii) Expend hours in excess of a specified level of effort.

(End of NAVFAC language)

2. PHASED CONSTRUCTION SCHEDULE *

Within the overall project schedule, commence and complete the work in phases. Complete each phase of the work within the number of days stated in the following schedule:

- a. Schedule start day: The day designated as the beginning of a particular phase; the number listed is the number of days from the award of contract.
- b. Completion day: The day designated as the end of a given phase and the day the work in that phase must be completed; the number listed is the number of days from the award of the contract.
- c. Schedule:

Phase	Description	Schedule Start Day	Completion Day
A	[]	[]	[]
B	[]	[]	[]
C	Completion of remaining	[]	[]

[Contracting Officer to insert start and completion day for each phase. The completion day of the last phase must be the same number as indicated in FAR 52.211-10, Commencement, Prosecution, and Completion of Work.]

d. If the work of a particular phase is complete and accepted before the scheduled completion day, immediately begin work on the subsequent phase unless otherwise restricted.

(End of NAVFAC language)

*See individual task order for specific information, if applicable.

3. ALL OR NONE OFFERS *

Offers are solicited on an “all or none” basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION in Section L, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer.

(End of NAVFAC language)

*See individual task order for specific information, if applicable.

4. NOTICE OF BONDING REQUIREMENTS *

Within 15 days (unless otherwise stipulated on the individual task order) after receipt of award of a task order, the bidder/offeror to whom the award is made shall furnish the bonds required by FAR Clause 52.228-15.

Bidders/offerors are hereby notified that the contract time for purposes of fixing the completion date, default, and liquidated damages will be as stated in FAR Clause 52.211-10 Commencement, Prosecution, and Completion of Work, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

(End of NAVFAC language)

*See individual task order for specific information.

5. UTILITIES FOR CONSTRUCTION AND TESTING *

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

(End of NAVFAC language)

*See individual task order for specific information, if applicable.

6. KEY PERSONNEL

The Contractor shall employ the following professional personnel to perform the services required under this contract. No substitution will be made without the advance written approval of the Contracting Officer, after he has reviewed the proposed replacement's experience and qualifications record submitted by the architect-engineer firm with explanation of the necessity for the change. No increase in salary rates will be allowed when personnel substitution is authorized.

Lead Design Firm(s):

*

*Lead Design Firm Name(s) will be filled in at time of award of basic contract.

(End of NAVFAC language)

7. SUBSTITUTIONS OF KEY PERSONNEL

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the consent on substitutes. No change in unit prices may occur as a result of key personnel substitution.

(End of NAVFAC language)

Section 00 73 00 - Supplementary Conditions