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|---|--|--|-----------------------------------|------------------------------|
| SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO. W912PM23R0002 | 2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED 08-Aug-2023 | PAGE OF PAGES 1 OF 63 |
|---|--|--|-----------------------------------|------------------------------|

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

| | | |
|-----------------|-------------------------------------|----------------|
| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. | 6. PROJECT NO. |
|-----------------|-------------------------------------|----------------|

| | |
|--|---|
| 7. ISSUED BY CODE W912PM U S ARMY CORPS OF ENGINEERS, WILMINGTON CONTRACTING - WILMINGTON DISTRICT 69 DARLINGTON AVENUE WILMINGTON NC 28403 TEL: FAX: | 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold; padding: 10px;">See Item 7</div> TEL: FAX: |
|--|---|

| | | |
|--------------------------|--------------------------|--|
| 9. FOR INFORMATION CALL: | A. NAME KARRI L MARES | B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 910-251-4863 |
|--------------------------|--------------------------|--|

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):*

W912PM23R0002 SOF Supply Support Activity, Fort Liberty, NC

This procurement is being solicited and procured using the Low est Price Technically Acceptable (LPTA) source selection process. This Request for Proposal is issued in accordance w ith FAR Part 15.101-2.

This is an unrestricted solicitation.

THE MAGNITUDE OF CONSTRUCTION FOR THIS PROJECT IS BETWEEN \$7,000,000.00 AND \$20,000,000.00.

FUNDS ARE NOT PRESENTLY AVAILABLE FOR THE ACQUISITION. NO CONTRACT AWARD WILL BE MADE UNTIL APPROPRIATE FUNDS ARE MADE AVAILABLE

VERBAL AND WRITTEN REQUESTS FOR INFORMATION MUST BE DIRECTED TO THE PERSON LISTED IN ITEM 9 ABOVE. INQUIRIES AND REQUESTS THAT ARE DIRECTED TO ANY OTHER PERSON MAY NOT BE ANSWERED.

| | |
|---|--|
| 11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>730</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See 00 73 00 _____.)</i> | |
|---|--|

| | |
|--|------------------------------|
| 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 10 |
|--|------------------------------|

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the w ork required are due at the place specified in Item 8 by 02:00 PM *(hour)* local time 07 Sep 2023 *(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 90 calendar days for Government acceptance after the date offers are due w ill not be considered and w ill be rejected.

| SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i> | | | | | | | | | | |
|--|--|---------------------------------------|-----------|-------------|---|--|--|-------------------------------------|--|--|
| OFFER (Must be fully completed by offeror) | | | | | | | | | | |
| 14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i> | | | | | 15. TELEPHONE NO. <i>(Include area code)</i> | | | | | |
| CODE FACILITY CODE | | | | | 16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14 | | | | | |
| | | | | | 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. <i>(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.)</i> | | | | | |
| AMOUNTS SEE SCHEDULE OF PRICES | | | | | 18. The offeror agrees to furnish any required performance and payment bonds. | | | | | |
| 19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i> | | | | | | | | | | |
| AMENDMENT NO. | | | | | | | | | | |
| DATE | | | | | | | | | | |
| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i> | | | | | 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 <i>(4 copies unless otherwise specified)</i> | | | | ITEM | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c) | | | | | |
| 26. ADMINISTERED BY | | | CODE | | 27. PAYMENT WILL BE MADE BY: CODE | | | | | |
| | | | | | | | | | | |
| CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE | | | | | | | | | | |
| <input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> 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. | | | | | <input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary. | | | | | |
| 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i> | | | | | 31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> | | | | | |
| 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 | | 1 | Job | | |
| | Base Bid - Primary Facilities/ Supply SuFFP pport Activity | | | | |
| | See Plans and Specifications. | | | | |
| | FOB: Destination | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0002 | | | | | |
| | Base Bid - Primay Facilities/ Covered StFFP orage | | | | |
| | See Plans and Specifications. | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------------------|----------|------|------------|--------|
| 0002AA | Covered Storage (4,200 SF)FFP | 1 | Job | | |
| | See Plans and Specifications. | | | | |
| | FOB: Destination | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------------------|----------|------|------------|--------|
| 0002AB | Covered Storage (2,100 SF)FFP | 1 | Job | | |
| | See Plans and Specifications. | | | | |
| | FOB: Destination | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0003 | Base Bid - Support Facilities/ Site WorkFFP | 1 | Job | | |
| | See Plans and Specifications. | | | | |
| | FOB: Destination | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0004 | | 1 | Job | | |
| OPTION | Optional Bid Item #1 - Warehouse Fixtures and Equipment (FF&E) | | | | |
| | See Plans and Specifications. | | | | |
| | FOB: Destination | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0005 | | 1 | Job | | |
| OPTION | Optional Bid Item #2 - Admin Fixtures and Equipment (FF&E) | | | | |
| | See Plans and Specifications. | | | | |
| | FOB: Destination | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------------------|----------|------|------------|--------|
| 0006 | | 1 | Job | | |
| OPTION | Optional Bid Item #3 - ESSFFP | | | | |
| | See Plans and Specifications. | | | | |

FOB: Destination

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0007 | | 1 | Job | | |
| OPTION | Optional Bid Item #4 - Audio VisualFFP | | | | |
| | See Plans and Specifications. | | | | |

FOB: Destination

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--------------------------------|----------|------|------------|--------|
| 0008 | | 1 | Job | | |
| OPTION | Optional Bid Item #5 - WLANFFP | | | | |

See Plans and Specifications.

FOB: Destination

NET AMT

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|--------|---------------|----------|---|------------------|
| 0001 | 730 dys. ANP | 1 | USASOC-A AMY L LOCKLEAR BLDG 2-2414 WOODRUFF STREET FT. BRAGG NC 28307 910-584-8107 FOB: Destination | W912PM |
| 0002 | N/A | N/A | N/A | N/A |
| 0002AA | N/A | N/A | N/A | N/A |
| 0002AB | 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 |
| 0006 | N/A | N/A | N/A | N/A |
| 0007 | N/A | N/A | N/A | N/A |
| 0008 | N/A | N/A | N/A | N/A |

NOTICE TO OFFERORS**TOTAL OF ALL BID ITEMS*****SUBTOTAL Base Bid Items; CLIN 0001-0003*****\$ _____**

SUBTOTAL Optional Bid Item 1, CLIN 0004

\$ _____

SUBTOTAL Optional Bid Item 2, CLIN 0005

\$ _____

SUBTOTAL Optional Bid Item 3, CLIN 0006

\$ _____

SUBTOTAL Optional Bid Item 4, CLIN 0007

\$ _____

SUBTOTAL Optional Bid Item 5, CLIN 0008

\$ _____

SUBTOTAL of all Optional Bid Items; CLINS 0004-0008 **\$ _____*****TOTAL AMOUNT OF ALL LINE ITEMS 0001-0008*** **\$ _____****PERIOD OF PERFORMANCE:** 730 Calendar Days**NOTE 1:**

For optional bid items 1-5 (CLIN items 0004 – 0008), if exercised, the period of performance shall not be extended beyond the original contract duration of **730** calendar days. The period of performance for CLIN's 0001-0008 shall run concurrently with the entire contract duration so that the period of performance shall not exceed 730 calendar days.

NOTE 2:

The exercise of all optional bid items 1 through 5 (CLIN's 0004-0008) shall be subject to the availability of funds.

NOTE 3:

The government reserves the right to exercise optional bid items 1 through 5 (CLIN's 0004-0008) by no later than 430 days after Notice to Proceed.

Section 00 21 00 - Instructions

PRE-AWARD INFORMATION

1. Contracts shall be awarded to responsible prospective contractors only. Before award, to be determined responsible, a prospective contractor must:

- a. Have adequate financial resources to perform the contract, or the ability to obtain them;
- b. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government business commitments;
- c. Have a satisfactory performance record;
- d. Have a satisfactory record of integrity and business ethics;
- e. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- f. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

2. Each Bidder shall, upon request of the Contracting Officer, furnish information on any or all of the above areas so that the Contracting Officer can make an affirmative determination of responsibility or nonresponsibility.

(End of information)

SOLICITATION/TECHNICAL INQUIRY

1. Solicitation/Technical Inquiries.

- a. Inquiries are to be submitted via Bidder Inquiry at the ProjNet website at <https://www.projnet.org> <<https://www.projnet.org>> .
- b. If you have technical problems accessing the Bidder Inquiry via the ProjNet website, contact the ProjNet

Help Desk at 1-800-428-4357 (HELP). This number is for technical issues accessing the website ONLY.

2. Read this paragraph in conjunction with contract provision FAR 52.214-6, "Explanation to Prospective Bidders".

3. Any prospective bidder/offeror desiring an explanation or interpretation of the solicitation, drawings specifications, etc., must request it in writing via Bidder Inquiry in ProjNet within no less than ten (10) calendar days prior to the date of bid opening or receipt of proposals. The Government reserves the right to decline addressing questions received less than ten (10) calendar days prior to receipt of bid opening or receipt of proposals.

4. No Inquiries will be accepted by the Bidder Inquiry system within ten (10) calendar days prior to the date of bid opening. However, you may still access the Bidder Inquiry system to view answers/replies to previous inquiries until the bid opening.

5. ProjNet – Bidder Inquiry module.

- a. To submit and review bid inquiry items, bidders/offerors will need to be a current registered user or selfregister into system. To access Bidder Inquiry, go to the ProjNet web page at <http://www.projnet.org> <<http://www.projnet.org>> and click the "Quick Add" link. Once at the Quick Add screen, select agency USACE, enter Bidder Inquiry Key for this solicitation listed below, and bidder's/offeror's e-mail address, then click login. If this is bidder's/offeror's first time logging in they will be taken to the Bidder Inquiry Create Account screen to self-register. Fill in all required information and click create user. Verify that information on next screen is correct and click continue. Please remember your Secret Question Answer and email address used for future access to this website.

- b. From this page you may view all bidder/offeror inquiries under Reports or post a new inquiry under Submit.

c. Bidders/Offerors will receive an acknowledgement of their question via email, followed by another email notification that an answer to their question has been posted after it has been reviewed by our technical team and responded to by a Contracting Officer. It is the responsibility of the Bidder/Offeror to check their junk email and email delivery options to ensure delivery of these acknowledgement emails.

d. Bidders/Offerors are responsible for checking bid inquiry items.

e. Bidders/Offerors are requested to review the specification in its entirety, review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry. The name of the submitter or firm is not published for the public on the report of all Bidder Inquiries. Bidders/ Offerors are on notice of, and assumed to be aware of, all inquiries, responses, and information posted in the Bidder Inquiry System up to the date of bid submission, whether the inquiry was generated by the Bidder themselves or another potential Bidder/ Offeror. Bidders are responsible for incorporating all such information into their bid, or for requesting further clarification."

6. Solicitation Information:

IFB No: W912PM23R0002

Bidder Inquiry Key: NCSGUP-JXHABU

(end of section)

SUBMISSION OF PROPOSALS

AMENDMENT 001

1. ~~If proposals are hand carried or mailed, deliver them to~~ **The Contracting Office address is:**

**U. S. Army Corps of Engineers, Wilmington District,
Attn: Mrs. Karri Mares or Mr. John Hill
69 Darlington Avenue
Wilmington, North Carolina, 28403.**

All proposals must be received in the Contracting Office **via the Procurement Integrated Enterprise Environment (PIEE) website** not later than the exact due date and time specified for receipt of proposals. ~~Proposals can either be handcarried or mailed by FedEx, UPS, DHL, USPS or other acceptable mail carrier services.~~ **shall be submitted through the PIEE website at <https://piee.eb.mil>.**

2. ~~Due to security measures at the Wilmington District Office, you should allow sufficient time for delivery of the proposals to ensure it is received timely.~~

Proposal due Date and Time:

Invitation For Bid No: W912PM23R0002

Title of Project: PN 87447 SOF Supply Support Activity

Due Date of Proposal: 7 September 2023

Time by which Proposals are due: 2:00 P.M. (Eastern Time)

The Government will not be responsible for any portion of the proposals delivered to any location or to anyone other than those designated to receive proposals on its behalf. Offerors are responsible for ensuring that proposals are submitted so as to reach the office designated for receipt of proposals. Offerors are responsible for allowing sufficient time for the proposal to be physically received.

AMENDMENT 001

(End)

INFORMATION TO OFFERORS

System for Award Management (SAM) and Electronic Funds Transfer (EFT)

1. All contractors must register in the System for Award Management (SAM) database before they can be awarded a contract. You may register at <http://www.sam.gov>. SAM information or help is also available by calling 866- 606-8220.
2. Public Law 104-134 requires the use of Electronic Funds Transfer (EFT) for all Federal payments. For contractor payments, EFT information will be pulled from your SAM by:

USACE FINANCE CENTER
5720 INTEGRITY DRIVE,
MILLINGTON, TN 38054-5005

(End of information)

SUBCONTRACTING PLAN GOALS

SUBCONTRACTING PLAN SMALL BUSINESS GOALS

1. Attention is directed to Federal Acquisition Regulations (FAR) clause 52.219-9 “Small Business Subcontracting Plan” and Defense Federal Acquisition Regulations Supplement (DFARS) clause 252.219-7003 “Small Business Subcontracting Plan (DoD Contracts). Subcontracting plans will be evaluated in accordance with Army Federal Acquisition Regulations Supplement (AFARS) Appendix DD, (APDD) “Subcontracting Plan Evaluation Guide”. The guide is available at: <https://www.acquisition.gov/afars/subcontracting-plan-evaluation-guide>
2. Acceptability of the plan will be one of the elements considered by the Contracting Officer when determining contractor responsibility prior to award of a contract.
3. Subcontracting plans should be realistic, challenging, and achievable, with positive percentage and dollar subcontracting goals with:
 - a. Small Business (SB)
 - b. Small Disadvantaged Business (SDB)
 - c. Women Owned Small Business (WOSB)
 - d. Service Disabled Veteran Owned Small Business (SDVOSB)
 - e. Veteran Owned Small Business (VOSB)
 - f. Historically Underutilized Business Zone (HUBZone)
 - g. Historically Black Colleges and Universities and Minority Institutions (HBCU/MI)
4. If the proposed subcontracting goals are lower than the below U. S. Army Corps of Engineers “targets” for subcontracting, you are required to provide written justification with your proposed subcontracting plan to fully support your rationale for using lower goals.

5. You are reminded that contractors are measured against the approved subcontracting plan goals and may be assessed liquidated damages if a good faith effort has not been made toward meeting the agreed-upon goals. (See FAR clause 52.219-16 "Liquidated Damages – Subcontracting Plan").

6. The following subcontracting targets have been assigned to the U. S. Army Corps of Engineers (USACE)

USACE Subcontracting Targets

| | |
|---|-----|
| a. Small Business (SB) | 38% |
| b. Small Disadvantage Business (SDB) | 5% |
| c. Women Owned Small Business (WOSB) | 5% |
| d. HUBzone Small Business (HUBzone) | 3% |
| e. Veteran-Owned Small Business (VOSB) | 3% |
| f. Service Disabled Veteran Owned SB (SDVOSB) | 3% |

7. Stated percentages are based on the total amount of planned subcontracting.

8. Additional information concerning subcontracting plan requirements may be obtained from Ms. Andrea Green, Deputy for Small Business, Phone: 910-251-4774.

(End of Instruction)

REPORTING REQUIREMENTS

REPORTING REQUIREMENTS--SUBCONTRACTING PLAN

(a) Retainage will be withheld from progress payments in an amount sufficient to protect the Government's ability to assess Liquidated Damages in accordance with FAR clause 52.219-16 for failure to submit timely SF 294 and SF 295 Reports. The amount of retainage will be determined in accordance with the following formula:

(b) Total dollar amount proposed for subcontracting to small business multiplied by percentage of actual progress on the contract, up to a maximum of 10% of the given progress payment, shall be withheld from the next progress payment due after a contractor fails to submit a required report. If one or more reports have been submitted before such failure, formula for determining the amount of retainage will be adjusted by deducting any amounts reported as subcontracted to small business from the total dollar amount proposed to be subcontracted and the difference multiplied by the percent of actual progress, up to a maximum of 10% of the given progress payment.

(End)

Section 00 21 16 - Instructions to Proposers

GENERAL PROPOSAL INSTRUCTIONS**GENERAL PROPOSAL SUBMISSION INSTRUCTIONS & REQUIREMENTS****W912PM23R0002****PN 87447****Supply Support Activity, at Fort Liberty, Cumberland County, North Carolina****1. OVERVIEW.**

1.1 This Request for Proposal (RFP) solicits construction of a SOF Supply Support Activity at Fort Liberty, NC. The scope of work includes ALL labor, materials, equipment, incidentals, supervision, and transportation for work necessary to construct a general-purpose storage building for use as a Supply Support warehouse at Fort Liberty, NC (**PN 87447, SOF Supply Support Activity**). Facility shall include Property Book Office (PBO), covered storage, organizational vehicle parking, building information systems, fire protection and alarm systems, and Energy Monitoring Control Systems (EMCS) connection. Sustainability and energy enhancement measures shall be included. Supporting facilities shall include underground utilities (water, sewer, gas), electric service, loading docks, ramps, parking and access roads, paving, sidewalks, curbs and gutters, storm drainage, information systems, landscaping, signage, and site improvements. Heating and air conditioning must be provided by self-contained systems, air conditioning is estimated at 20 Tons. Measures in accordance with the Department of Defense (DoD) Minimum Antiterrorism for Buildings standards must be provided. Comprehensive Interior Design and furnishings related design services are required. Accessibility for individuals with disability must be provided. Facilities will be designed to a minimum life of 40 years in accordance with DoD's Unified Facilities Criteria (UFC 1-200-02) including energy efficiencies, building envelope and integrated building systems performance.

The period of performance is **730 calendar days**. Work location is Fort Liberty, North Carolina. Antiterrorism/Force protection measures and sustainment mandates will be incorporated. The resultant contract will be **Firm-Fixed Price (FFP)**.

1.2 The instructions and requirements contained herein establish uniform evaluation procedures for the technical evaluation of proposals by the Source Selection Evaluation Board (SSEB) and the development of the Best Value Decision by the Source Selection Authority (SSA) using the Lowest Price Technically Acceptable Source Selection Process (See Federal Acquisition Regulation 15.101-2). Proposals should be specific and complete in every detail as well as be prepared simply and economically, providing a straightforward and concise description of capabilities to satisfactorily perform the contract.

1.3 Each offeror must submit both a Price Proposal and Technical Proposal, in addition to Past Performance Questionnaires. The Price Proposal and Technical Proposal must be submitted as separate volumes/files. All information intended to be evaluated as part of the Technical Proposal must be submitted as part of the Technical Proposal. Do not cross-reference similar material in the Price Proposal, or vice versa.

The Price and the Technical Proposals in addition to the Past Performance Questionnaires must be received by the closing date and time set for receipt of proposals. No dollar amounts from the Price Proposal are to be included in the Technical proposal.

Do not include exceptions to the terms and conditions of the solicitation in either the technical or price proposal. Should the offer include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the offer may be determined "unacceptable" and thus ineligible for award. Should the offeror have any questions related to specific terms and conditions, these should be resolved prior to the submission of the offer.

The technical data criteria specified for each factor identified herein, shall be submitted as part of the proposal.

The offeror is responsible for including sufficient details in its proposal to permit a complete and accurate evaluation. Accordingly, the offeror shall be clear and concise in its proposal. The Government will not make assumptions concerning the offeror's intent.

Failure to submit all the data required by the RFP and its Attachments, may be cause for determining a proposal incomplete and therefore may not be considered for award.

2. GENERAL INSTRUCTIONS.

In accordance with FAR Clause 52.215-1, Instructions to Offerors – Competitive Acquisitions, the Government reserves the right to make award without discussions. Therefore, offerors should submit their best technical and price terms in their initial offer and not automatically assume that they will have an opportunity to participate in discussions or to submit a revised offer. The Government may make award of a conforming proposal without discussions, if deemed to be within the best interests of the Government.

In accordance with 15.306(c) (1) and FAR Clause 52.215-1(f) (4), Instructions to Offerors – Competitive Acquisitions, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

2.1 Contractor Team Arrangements. The Government will recognize the integrity and validity of contractor teaming arrangements, provided the arrangements are identified and company relationships are fully disclosed in the offer. As further described in paragraph 2.3 below, the Government will only evaluate the information submitted by the legal entity with whom the Government would enter into a contract. This is the legal entity represented in Tab E, as registered in System for Award Management (SAM) and identified by its specifically assigned CAGE Code.

2.2 If applicable, an 8(a) Joint Venture or SBA/DoD approved Mentor-Protégé must submit all required documentation with their offer to be considered responsive, IAW the requirements set forth in Title 13 Code of Federal Regulations (CFR) Part 125.8.

2.3 The Government will only evaluate the information submitted by the legal entity with whom the Government would enter a contract. This is the legal entity represented in Tab E, as registered in System for Award Management (SAM) and identified by its specifically assigned CAGE Code. However, IAW CFR 125.8(e), the Government will also evaluate past experience and past performance submitted by the individual firms that make up a joint venture.

2.4 Notwithstanding the specific requirements of any other area of the RFP, information submitted about any company other than the offeror, whether an affiliated company, subsidiary (including wholly owned subsidiaries), or subcontractor, WILL NOT be evaluated for any factor. Successor entities shall clearly demonstrate in Volume I, Tab A of their proposal the official legal means performed to transform the former Predecessor Company to its current Successor, legal business entity. Examples of substantive documentation may include but is not limited to Articles of Incorporation, Joint Venture Agreements, Novation Agreements, and Merger Documentation.

"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).

Note: The term "successor" does not include new offices/ divisions of the same company or a company that only changes its name.

2.5 Offerors shall submit their proposal in accordance with the Section 3. General Proposal Format, paragraph 3.4.

2.6 Proposals are due no later than the time and date specified in Block 13 of Standard Form 1442.

3. GENERAL PROPOSAL FORMAT.

3.1 Cover Page. Include the title of the solicitation, solicitation number, offeror name and date of the submittal.

3.2 Table of Contents. Each volume of the proposal shall contain a detailed table of contents. If more than one Adobe PDF file is used for a volume, the complete table of contents shall be included in each. Any materials submitted but not required by this solicitation (such as company brochures) shall be relegated to appendices.

3.3 All information intended to be evaluated as part of the Technical Proposal must be submitted as part of the Technical Proposal. Do not cross-reference similar material in the Price Proposal, or vice versa. No dollar amounts from the Price Proposal are to be included in the Technical proposal.

AMENDMENT 0001

3.4 Each offeror must submit both a Price Proposal and a Technical Proposal via email to the ~~Wilmington District Contracting Division at saw-et-militaryproposals@usace.army.mil~~ the **Procurement Integrated Enterprise Environment (PIEE)** at <https://piee.eb.mil>. Ensure the solicitation number is included in the subject line of the email. Note that attachments exceeding 15 MB may not be accepted by the email server. No hard paper copies or **email submissions** will be accepted or evaluated. Both the Price Proposal and the Technical Proposal must be received by the closing date and time set for receipt of proposals. In an effort to reduce paperwork and reduce cost, all proposals shall be submitted electronically. All submissions shall be in Adobe PDF format and shall be on 8 ½ x 11 size pages in no less than a 10 pitch or 10 font. Page limitations, where specified in the RFP, shall be considered a maximum. Offerors may use compressions utility software such as WinZip or PKZip to reduce file size and facilitate transmission.

Title the file(s) in the following format:

W912PM23R0002_COMPANY NAME_VOLUME I

W912PM23R0002_COMPANY NAME_VOLUME II

AMENDMENT 0001

Offerors shall submit bid bonds (Standard Form 24) in both electronic and hard copy format.

Electronic copies of bid bonds shall be included in Volume 1: Offerors Certifications and Price under Tab G. Hard copies of bid bonds shall be submitted via USPS, UPS, FedEx or DHL. Hand carried bid bonds will not be accepted. Bid bond submissions shall be due by the proposal due date and time to the following address:

USACE-Wilmington

Contracting Division

Attn: Mr. John Hill

69 Darlington Avenue

Wilmington, NC 28403

Proposal due Date and Time:

Request For Proposal No: W912PM23R0002

Due Date of Proposal: 7 September 2023

Time by which Proposals are due: 2:00 P.M. (Eastern Time)

Title of Project: PN 87447 SOF Supply Support Activity, Fort Liberty, Cumberland County, North Carolina

AMENDMENT 0001

The date and time of delivery will be established by the time of receipt by the email server (time stamped by the system), not by the date and time the offeror sent the proposal into their email account ~~the website~~. Do not assume that electronic communication is instantaneous – in fact, it can take several minutes or even hours in some cases. Please make allowances for delays in transmittal. If an electronic submission is sent minutes before the deadline but notification is not actually received in the recipients' email inboxes **PIEE** until after the deadline, the submission will be considered late. The Government will not be responsible for proposals delivered to any location or to anyone

other than those designated to receive proposals on its behalf. Offerors are responsible for ensuring that proposals are submitted so as to reach the designated recipient of proposals. Offerors are responsible for allowing sufficient time for the proposal to be received in accordance with the instructions provided.

AMENDMENT 0001

3.5 The offeror is responsible for including sufficient details in its proposal to permit a complete and accurate evaluation. Accordingly, the offeror shall be clear and concise in its proposal. The Government will not make assumptions concerning the offeror's intent.

3.6 The technical data criteria specified for each factor identified herein and as described in these instructions shall be submitted as part of the proposal. Failure to submit all the data required by the RFP, and these instructions may be cause for determining a proposal incomplete and, therefore, not considered for award.

3.7 Do not include exceptions to the terms and conditions of the solicitation in either the technical or price proposal. Should the offer include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the offer may be determined "unacceptable" and thus ineligible for award. Should the offeror have any questions related to specific terms and conditions, these should be resolved prior to the submission of the offer.

3.8 Tabs. Proposal shall be organized and tabbed as follows:

3.8.1 VOLUME I: OFFEROR'S CERTIFICATIONS AND PRICE (FACTOR 1)

One (1) electronic copy Adobe PDF file as tabbed per the table below shall be submitted and one (1) original copy of the bid guarantee in both electronic and hardcopy shall be submitted.

| TAB | CONTENTS OF THE PRICE PROPOSAL |
|------------|---|
| A | The Proposal Cover Sheet |
| B | Standard Form 1442 |
| C | Acknowledgement of Amendments (If Applicable) |
| D | FACTOR 1: PRICE |
| E | Section 00 45 00 – Representations and Certifications |
| F | Teaming Arrangement (If Applicable) |
| G | Bid Guarantee (Bid Bond) |
| H | Financial Information and Bonding Capability |
| | |

TAB A – The proposal cover sheet is required by FAR 52.215-1(c)(2) and must be submitted by all offerors. The format for the proposal cover sheet is as follows:

PROPOSAL COVER SHEET

1. The solicitation number;

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

3. 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;

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

5. 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.

Offerors should ensure telephone number; fax number, e-mail address, Unique Entity ID and CAGE Code are all included. Unique Entity ID will be used to access Past Performance Information Retrieval System (PPIRS) data. Offerors should also provide any other assigned number that identifies them in the PPIRS database. If a separate Unique Entity ID has been created for a joint venture (J-V) it must be submitted. The offeror should also submit their Tax ID number on the proposal data Sheet.

TAB B - Standard Form 1442, completed and signed by authorized individual(s) of the offeror. Offers submitted in the name of a Joint Venture must be signed in accordance with the terms and conditions specified in the joint venture agreement as evidenced in the proposal.

TAB C - If applicable - All amendments must be acknowledged by all offerors and duly executed with an original signature by an official authorized to bind the company in accordance with FAR 4.102.

TAB D – Factor 1 - Price. Proposed price schedule is to be completed in its entirety by all offerors to include the Subtotals and Totals section as found in Section 00 10 00 - Solicitation, Contract Line-Item Number (CLIN) Schedule.

TAB E - Section 00 45 00 – Representations and Certifications. Offerors shall include any narratives as it pertains to the requirement at 2.2 to document any teaming arrangement the offeror has or will enter into.

TAB F - Teaming Agreement, if applicable. See paragraph 2.1 and 2.2 Note to 8(a)—SBA must approve a joint venture agreement prior to the award of an 8(a) contract on behalf of the joint venture.

TAB G - Offerors shall provide a fully executed Bid Bond as required by FAR Clause 52.228-1, Bid Guarantee in **both Hard copy** and **electronically in Tab G**. Hard copies of Bid Guarantees (submitted via UPS, FedEx, USPS, etc.) shall be addressed to the Contracting Officer at:

USACE – Wilmington District

Attention: John T. C. Hill
69 Darlington Ave
Wilmington NC 28403

For the purposes of this Request for Proposal, please note that in accordance with (IAW) FAR 28.001:

“Bond means a written instrument executed by a bidder or contractor (the “principal”), and a second party (the “surety” or “sureties”) (except as provided in 28.204), to assure fulfillment of the principal’s obligations to a third party (the “obligee” or “Government”), identified in the bond. If the principal’s obligations are not met, the bond assures payment, to the extent stipulated, of any loss sustained by the obligee.”

Bonds shall therefore be executed in the name of the legal entity, whether a joint venture, partnership or the Prime Contractor of an informal teaming arrangement, with whom the government would enter into a contract for a successful offeror. The entity named on the bond must be able to acquire bonding capacity on its own merits, and not as the result of indemnification from a subcontractor or third party.

TAB H - Financial Information & Bonding Capability (e.g. past three years financial statements, annual reports, Dun & Bradstreet Number and Ratings, etc.) Provide a list of all current contracts held, total dollar value, award date, anticipated completion, performance and payment bond amount.

3.8.2 VOLUME II: TECHNICAL PROPOSAL (FACTORS 2-3)

One (1) electronic copy Adobe PDF file as tabbed per the table below shall be submitted.

| TAB | CONTENTS OF THE TECHNICAL PROPOSAL |
|------------|---|
| A | Factor 2: Schedule |
| B | Factor 3: Past Performance |

Page Limitations: The following page limitations are established for each factor described above:

Factor 2: Schedule – Limited to eight (8) pages; three (3) pages for the Gantt chart and five (5) pages for the narrative. See submission requirements under para. 4.1.

Factor 3: Past Performance – Limited to no fewer than three (3) and no more than five (5) projects. Individual project Past Performance Assessment Questionnaires shall not exceed four (4) pages; Government evaluators will review and evaluate only the information contained on the first four (4) pages. A Corporate Relevant Project Experience Worksheets (Attachment #2) shall also be submitted limited to no fewer than three (3) and no more than five (5) projects. Individual Worksheets shall not exceed four (4) pages per project; Government evaluators will review and evaluate only the information contained on the first four (4) pages. See submission requirements under para 5.1.

NOTE: Pages that exceed the required page limitations will not be evaluated. Additional pages over the maximum allowed will be removed or not read and will not be evaluated by the Government. Tables of content, proposal cover letters, and tabs between proposal information do not count toward any page limitations in the proposal.

Offerors are cautioned that “parroting” of the Technical requirements or the Scope of Work with a statement of intent to perform *does not* reflect an understanding of the requirement or capability to perform. Offerors are

responsible for including sufficient details to permit a complete and accurate evaluation of each proposal. Proprietary information shall be clearly marked.

4. SUBMISSION REQUIREMENTS & EVALUATION FACTORS

VOLUME II: TAB C—FACTOR 2 –SCHEDULE

4.1 SUBMISSION/MINIMUM REQUIREMENTS:

4.1.1 The offeror shall propose a detailed schedule which shall become the Contract Period of Performance.

4.1.2 Schedules must be deemed reasonable to be considered for this procurement. Reasonable Schedules are those schedules which meet all of the minimum criteria specified in paragraph

4.1.2.1. The Government will not consider multiple schedules. Projects which do not meet the minimum criteria specified shall be deemed “unacceptable” and will not be considered further.

4.1.2.1 The minimum requirement for a schedule is defined as having all of the following criteria:

- A Gantt chart that shows each major project milestone from mobilization through project turnover (Chart shall be no more than three (3) pages).
- Contractors shall identify the critical path.
- Schedules shall clearly show any planned long lead items.
- The Period of Performance shall not exceed 730 days.
- Schedules shall comply with the hours of operation for construction as noted in the plans and specs. Normal working hours are considered Monday through Friday, 0700-1530 hours. No work is to be conducted on federal holidays. Offerors may not shorten their proposed timeframes by utilizing overtime hours or working during non-work days or federal holidays except where specifically allowed in the plans and specs.

4.1.3 Schedules shall not exceed eight (8) pages in total.

4.1.4 Provide a schedule narrative not to exceed five (5) pages identifying schedule risks and how the contractor intends to mitigate those risks.

4.2 EVALUATION CRITERIA:

4.2.1 The Government will evaluate the schedule length offered by the contractor as identified in paragraph 4.1.2.

4.2.2 To be considered eligible for award, the Government will verify that each offeror has submitted a schedule which meets the minimum criteria of paragraph 4.1.2.1.

5. SUBMISSION REQUIREMENTS & EVALUATION FACTORS

VOLUME II: TAB C — FACTOR 3 - PAST PERFORMANCE.

5.1 SUBMISSION/MINIMUM REQUIREMENTS:

5.1.1 Past performance refers to the **quality** of recent and relevant project experience from the owner’s perspective. The offeror **shall** complete and provide a Past Performance Assessment Questionnaire (Attachment #4) on no fewer than three (3) and no more than five (5) projects. Projects submitted under this factor must first be deemed recent and relevant.

5.1.1.1 Relevant: Offer must demonstrate experience as a prime contractor on projects of similar size, scope, or complexity. The minimum requirement for a project of similar size, scope, or complexity is defined as a requirement with all of the following:

- Equal to or greater than \$10,000,000.00 in total value.
- Equal to or greater than 14,000 square feet in renovation, new construction, or both.
- At least two (2) of the selected projects must be at least LEED Silver Certifiable. The

Contractor shall submit the LEED checklist for each project applicable, showing the project meets this criterion.

5.1.1.2 Recent: Projects of similar size, scope, and complexity that must have been completed (fully designed and at least 50% construction progress completed) within **six (6) years preceding the date of the solicitation**.

5.1.2- Individual project Past Performance Assessment Questionnaires shall not exceed four (4) pages; Government evaluators will review and evaluate only the information contained on the first four (4) pages. If any firm has multiple functions or divisions, limit the project examples to those performed by the division, unit or team member submitting the offer. The Government will call and confirm information provided by the offeror on the Past Performance Assessment Questionnaire with the points of contact, to the extent necessary to conduct a meaningful evaluation. The Government reserves the right to interview other individuals if the point of contact is not available.

5.1.3 The Government may contact sources other than those provided by the offeror for information with respect to past performance. These other sources may include but are not limited to: Contract Performance Assessment Reporting System (CPARS), other Government sources, and interviews with organizations or individuals familiar with the offeror's performance.

5.1.4 Offerors shall utilize the Past Performance Assessment Questionnaire in Attachment #4.

5.1.4.1 The Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for FACTOR 3 – PAST PERFORMANCE. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past Performance Questionnaires should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Attachment #4), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Karri L. Mares via email at karri.l.mares@usace.army.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. Also include performance recognition documents received within the last six (6) years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition. In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Contractor Performance Assessment Reporting System (CPARS), using all CAGE/SAM Unique Identifier numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror. 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.

5.1.5 If the offeror is a Joint Venture (J-V), relevant project experience/past performance should be submitted for projects completed by the Joint Venture entity. Should the JV not have any prior experience/past performance, then experience/past performance of the individual firms that make up the JV will be considered. **Offerors that are part of the DoD Mentor Protégé program may only submit two (2) recent and relevant project completed by the Mentor.** Offerors are still limited to a total of five (5) projects. Experience of proposed subcontractors to be utilized on this project will not be considered.

5.1.5.1 The offeror shall complete a minimum of three (3), but no more than five (5), "Experience Information" forms, in response to this factor. All projects submitted must be at least 50% construction complete within the last **six (6) years preceding the date of the solicitation**

5.1.5.2 Offerors shall utilize Experience Information Form in Attachment #2. This sheet is MANDATORY and SHALL be used to submit project information. 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. 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 FOUR (4) pages.

5.1.6 Offeror shall complete the latest version of the LEED checklist (see <https://www.usgbc.org/leed> for information on LEED certifications) to show a minimum of two (2) projects are at least LEED Silver Certifiable.

5.2 EVALUATION CRITERIA:

5.2.1 The Government will consider past performance of the prime construction contractor. If a firm has multiple functions or divisions, the Government will only evaluate the past performance of the unit or division submitting the offer. Where the Government views an offeror's role, or that of its team members, if any, as not significant or as not clearly defined, the Government reserves the right to view this lack of involvement, or clarity, as a risk which may impact an offeror's rating for this factor despite the quality of recent, relevant past performance information.

5.2.2 Past performance shall be initially evaluated to determine whether the offeror's present/past performance is recent, and relevant to the effort to be acquired.

Relevant: Complex construction projects of similar size, scope and complexity on three (3) recent projects

- Equal to or greater than \$10,000,000.00 in value
- Equal to or greater than 14,000 square feet in renovation, new construction or both.
- At least two (2) of the selected projects must be at least LEED Silver Certifiable. The Contractor shall submit a LEED checklist for each project applicable, showing the project meets this criterion.

Recent: Projects of similar size, scope, and complexity that must have been completed (fully designed and at least 50% construction progress completed) within **six (6) years preceding the date of the solicitation**

5.2.3 The Government will evaluate ONLY recent and relevant past performance based on the elements listed below to assign a confidence rating of acceptable/unacceptable.

5.2.5 Second, the past performance evaluation shall determine how well the offeror performed on the prior contracts. The contractor shall have no **"unsatisfactory"** in criteria 1-7, and no **"marginal"** ratings in criteria 1-4 (below) in the Contract Performance Assessment Reporting System (CPARS): quality, schedule, cost control, management, and utilization of small business, regulatory compliance, and safety.

(1) Quality of Construction. The Government will evaluate all information available with respect to the quality of the actual construction undertaken and the offeror's ability to maintain quality control and accuracy of quality control documentation.

(2) Schedule. The Government will evaluate all information available with respect to the completion of projects within the scheduled completion times.

(3) Cost Control. The Government will evaluate all information available with respect to the offeror's ability to efficiently utilize resources and demonstrate cost responsibility.

(4) Management. The Government will evaluate all information available with respect to the offeror's ability to manage resources and key personnel.

(5) Utilization of Small Business. The Government will evaluate all information available with respect to the offeror's ability to meet small business subcontracting ~~plan~~ goals.

(6) Regulatory Compliance. The Government will evaluate all information available with respect the offeror's ability to enforce laws and regulations, correct deficiencies when non-compliant, and communicate laws and regulations to subcontractors.

(7) Safety. The Government will evaluate all information available with respect to the contractor's safety program or efforts.

5.2.6 Failure to demonstrate the minimum acceptability standards under this factor will result in an "UNACCEPTABLE" rating and possible elimination from further consideration for contract award.

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------------|---|----------|
| 52.204-16 | Commercial and Government Entity Code Reporting | AUG 2020 |
| 52.204-22 | Alternative Line Item Proposal | JAN 2017 |
| 52.214-34 | Submission Of Offers In The English Language | APR 1991 |
| 52.214-35 | Submission Of Offers In U.S. Currency | APR 1991 |
| 52.215-2 | Audit and Records--Negotiation | JUN 2020 |
| 52.215-20 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data | NOV 2021 |
| 52.222-22 | Previous Contracts And Compliance Reports | FEB 1999 |
| 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 |
| 52.228-17 | Individual Surety--Pledge of Assets (Bid Guarantee) | FEB 2021 |
| 252.236-7008 | Contract Prices-Bidding Schedules | DEC 1991 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

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

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that--

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ``Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) 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. See <https://www.sam.gov> for information on registration.

(End of Provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **FIRM-FIXED PRICE** contract resulting from this solicitation.

(End of provision)

52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

52.222-23 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 |
|---|---|
| 26.2% | 6.9% |

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

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

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in

excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
 - (2) Employer's identification number of the subcontractor;
 - (3) Estimated dollar amount of the subcontract;
 - (4) Estimated starting and completion dates of the subcontract; and
 - (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Fort Liberty, NC**.
- (End of provision)

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%** of the bid price or **\$3,000,000.00** 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)

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 USACE Contracting Division

Mr. John T.C. Hill, Contracting Officer
U.S. Army Engineer District, Wilmington
69 Darlington Avenue

Wilmington, NC 28403

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

(End of provision)

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

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

(b) A site visit is scheduled for **17 August 2023 at 10:00AM**. The point of contact for the site visit is:

Name: Amy Locklear

Address: USASOC-A Resident Office, X-7170 Chicken Rd, Fort Liberty, NC. 28310

Telephone: (910) 584-8107

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is

cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of provision)

Section 00 45 00 - Representations and Certifications

CORPORATE IDENTIFICATION

Offeror is requested to furnish the following information:

Name/Address: _____

Telephone No. _____

DUNS: _____ CAGE: _____

(End of Provision)

CORPORATE CERTIFICATES

The Offeror shall execute and affix seal on attached Corporate Certificate if the company is incorporated. Company name on the seal should always be the same as company name on Page A-1 of the solicitation. If a proposal is signed by an officer of the company, the certificate shall be certified by another officer of the company. If the proposal is signed by someone other than an officer of the company, the proposal must be accompanied by: (1) a Corporate Resolution that individual signing the contract has authority to bind the company; or (2) a Corporate Resolution stating that an officer of the company may appoint individuals to sign proposals and bind the company. NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

CERTIFICATE

I, _____, certify that I am
_____ of the corporation named Contractor herein, that
_____ signed this contract on behalf of the Contractor, was
then _____ of said corporation; that said contract was duly signed for and in of said corporation by
authority of its governing body, and is within the scope of its corporate powers.

_____ (CORPORATE SEAL)
(Signature)

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|---|----------|
| 52.223-1 | Biobased Product Certification | MAY 2012 |
| 52.225-25 | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications. | JUN 2020 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

____ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

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

(2) The small business size standard is \$39,500,000.

(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 is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and 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:

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

XX (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 |
|------------|-------|-------|--------|
| ----- | ----- | ----- | ----- |
| ----- | ----- | ----- | ----- |

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)

52.209-7 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)

52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it--

(1) Has [] filed all Federal tax returns required during the three years preceding the certification;

(2) Has not [] been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not [], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

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

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

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

☐ (i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

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

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

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

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

___ Use with Alternate I.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

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

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

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

| FAR/DFARS provision No. | Title | Date | Change |
|-------------------------|-------|------|--------|
| | | | |

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Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

Section 00 70 00 - Conditions of the Contract

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 | N/A | N/A | N/A | N/A |
| 0002AA | N/A | N/A | N/A | Government |
| 0002AB | N/A | N/A | N/A | 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 |
| 0006 | N/A | N/A | N/A | Government |
| 0007 | N/A | N/A | N/A | Government |
| 0008 | N/A | N/A | N/A | Government |

CLAUSES INCORPORATED BY REFERENCE

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|-----------|--|----------|
| 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 and Requirement To Inform Employees of Whistleblower Rights | JUN 2020 |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements | JAN 2017 |
| 52.204-2 | Security Requirements | MAR 2021 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | JUN 2020 |
| 52.204-13 | System for Award Management Maintenance | OCT 2018 |
| 52.204-14 | Service Contract Reporting Requirements | OCT 2016 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | AUG 2020 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | DEC 2014 |
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems | NOV 2021 |

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|-----------------|---|----------|
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities | NOV 2021 |
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment | NOV 2021 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | NOV 2021 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | OCT 2018 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations | NOV 2015 |
| 52.215-2 | Audit and Records--Negotiation | JUN 2020 |
| 52.215-10 | Price Reduction for Defective Certified Cost or Pricing Data | AUG 2011 |
| 52.215-11 (Dev) | Price Reduction for Defective Certified Cost or Pricing Data-- Modifications (DEVIATION 2022-O0001) | OCT 2021 |
| 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 |
| 52.215-19 | Notification of Ownership Changes | OCT 1997 |
| 52.219-4 | Notice of Price Evaluation Preference for HUBZone Small Business Concerns | OCT 2022 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 2022 |
| 52.219-9 Alt I | Small Business Subcontracting Plan (OCT 2022) Alternate I | NOV 2016 |
| 52.219-14 (Dev) | Limitations on Subcontracting (DEVIATION 2021-O0008) | OCT 2022 |
| 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 |
| 52.222-7 | 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 |
| 52.222-26 | Equal Opportunity | SEP 2016 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | APR 2015 |
| 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 | Affirmative Procurement of Biobased Products Under Service and Construction Contracts | SEP 2013 |

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|-----------------|---|----------|
| 52.223-3 | Hazardous Material Identification And Material Safety Data | FEB 2021 |
| 52.223-4 | Recovered Material Certification | MAY 2008 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | MAY 2011 |
| 52.223-11 | Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons. | JUN 2016 |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products | MAY 2020 |
| 52.223-16 | Acquisition of EPEAT (R) - Registered Personal Computer Products | OCT 2015 |
| 52.223-17 | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts | AUG 2018 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | JUN 2020 |
| 52.223-21 | Foams | JUN 2016 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | FEB 2021 |
| 52.226-1 | Utilization Of Indian Organizations And Indian-Owned Economic Enterprises | JUN 2000 |
| 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 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.228-11 (Dev) | Individual Surety--Pledge of Assets (DEVIATION 2020-O0016) | FEB 2021 |
| 52.228-12 | Prospective Subcontractor Requests for Bonds | MAY 2014 |
| 52.229-3 | Federal, State And Local Taxes | FEB 2013 |
| 52.232-16 | Progress Payments | NOV 2021 |
| 52.232-17 | Interest | MAY 2014 |
| 52.232-18 | Availability Of Funds | APR 1984 |
| 52.232-23 | Assignment Of Claims | MAY 2014 |
| 52.232-27 | Prompt Payment for Construction Contracts | JAN 2017 |
| 52.232-33 | Payment by Electronic Funds Transfer--System for Award Management | OCT 2018 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 2013 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | NOV 2021 |
| 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 |
| 52.236-14 | Availability and Use of Utility Services | APR 1984 |
| 52.236-15 | Schedules for Construction Contracts | APR 1984 |
| 52.236-17 | Layout of Work | APR 1984 |
| 52.236-21 | Specifications and Drawings for Construction | FEB 1997 |
| 52.236-26 | Preconstruction Conference | FEB 1995 |

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| 52.242-5 | Payments to Small Business Subcontractors | JAN 2017 |
| 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 | OCT 2022 |
| 52.246-12 | Inspection of Construction | AUG 1996 |
| 52.246-21 | Warranty of Construction | MAR 1994 |
| 52.248-3 | Value Engineering-Construction | OCT 2020 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | APR 2012 |
| 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 |
| 52.253-1 | 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 | DEC 2008 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |
| 252.203-7003 | Agency Office of the Inspector General | AUG 2019 |
| 252.203-7004 | Display of Hotline Posters | AUG 2019 |
| 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 | OCT 2005 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting | DEC 2019 |
| 252.204-7017 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation | MAY 2021 |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services | JAN 2021 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | DEC 1991 |
| 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 |
| 252.225-7012 | Preference For Certain Domestic Commodities | APR 2022 |
| 252.227-7022 | Government Rights (Unlimited) | MAR 1979 |
| 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 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | DEC 2012 |
| 252.244-7000 | Subcontracts for Commercial Items | JAN 2021 |
| 252.247-7023 | Transportation of Supplies by Sea | FEB 2019 |

CLAUSES INCORPORATED BY FULL TEXT

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2022)

(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 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 TBD.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

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

Contractor's Signature: _____

Name: _____

Date: _____

(End of clause)

52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)

(a) Definition.—“Site of the work”—

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any

wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements statute poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(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:

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)

52.229-2 NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX (APR 1984)

(a) "Materials," as used in this clause, means building materials, supplies, fixtures, and equipment that become a part of or are annexed to any building or structure erected, altered, or repaired under this contract.

(b) If this is a fixed-price contract, the contract price includes North Carolina State and local sales and use taxes to be paid on materials, notwithstanding any other provision of this contract. If this is a cost-reimbursement contract, any North Carolina State and local sales and use taxes paid by the Contractor on materials shall constitute an allowable cost under this contract.

(c) At the time specified in paragraph (d) below, the Contractor shall furnish the Contracting Officer certified statements setting forth the cost of the materials purchased from each vendor and the amount of North Carolina State and local sales and use taxes paid. In the event the Contractor makes several purchases from the same vendor, the certified statement shall indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina State and local sales and use taxes paid. The statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina State and local sales or use tax paid on this property by the Contractor. Any local sales or use taxes included in the Contractor's statements must be shown separately from the State sales or use taxes. The Contractor shall furnish any additional information the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim for sales or use taxes. The Contractor shall also obtain and furnish to the Contracting Officer similar certified statements by its subcontractors.

(d) If this contract is completed before the next October 1, the certified statements to be furnished pursuant to paragraph (c) above shall be submitted within 60 days after completion. If this contract is not completed before the next October 1, the certified statements shall be submitted on or before November 30 of each year and shall cover taxes paid during the 12-month period that ended the preceding September 30.

(e) The certified statements to be furnished pursuant to paragraph (c) above shall be in the following form: I hereby certify that during the period . . . to . . . [insert dates], . . . [insert name of Contractor or subcontractor] paid North Carolina State and local sales and use taxes aggregating \$. . . (State) and \$. . . (local), with respect to building materials, supplies, fixtures, and equipment that have become a part of or annexed to a building or structure erected, altered, or repaired by . . . [insert name of Contractor or subcontractor] for the United States of America, and that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each vendor, the North Carolina State and local sales and use taxes paid on the property (shown separately), and the cost of property withdrawn from warehouse stock and North Carolina State and local sales or use taxes paid on this property are as set forth in the attachments.

(End of clause)

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **fifteen (15)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.252-2 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>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--ALTERNATE I (DEC 2019)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

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

Summary Subcontract Report (SSR) Coordinator means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense level and is responsible for acknowledging receipt or rejecting SSRs submitted under an individual subcontracting plan in eSRS for the Department of Defense.

(b) Subcontracts awarded to qualified nonprofit agencies designated by the Committee for Purchase From People Who Are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the contractor's small business subcontracting goal (section 8025 of Pub. L. 108-87).

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to--

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the cognizant contract administration activity for the Contractor.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Standard Form 294, Subcontracting Report for Individual Contracts, shall be submitted in accordance with the instructions on that form.

(ii) Submit the consolidated SSR to the "Department of Defense."

(2) For DoD, the authority to acknowledge receipt of or reject SSRs submitted under an individual subcontracting plan in eSRS resides with the SSR Coordinator.

(i) Except as provided in paragraph (f)(2)(ii) of this clause, the authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractor's individual subcontracting plans.

(ii) The authority to acknowledge receipt or reject SSRs for construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.

(g) Include the clause at Defense Federal Acquisition Regulation Supplement (DFARS) 252.219-7004, Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the Test Program described in DFARS 219.702-70, if the subcontract is expected to exceed the applicable threshold specified in Federal Acquisition Regulation 19.702(a), and to have further subcontracting opportunities.

(End of clause)

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:

See attached Plans and Specifications.

(End of clause)

Section 00 73 00 - Supplementary Conditions

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------------|--|----------|
| 52.211-13 | Time Extensions | SEP 2000 |
| 52.228-2 | Additional Bond Security | OCT 1997 |
| 52.228-15 (Dev) | Performance and Payment Bonds-Construction. (Deviation 2020-O0016) | JUN 2020 |
| 52.232-5 | Payments under Fixed-Price Construction Contracts | MAY 2014 |

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 **ten (10)** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **730 calendar days after issuance of the Notice to Proceed.*** The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$2,000.00** 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)

UNAUTHORIZED INSTRUCTION

The Contractor shall not accept any instructions issued by any person, employed by the Government or otherwise, other than the Contracting Officer or the Contracting Officer's Representative (COR) acting within the limits of the COR's Authority. See the Contracting Officer's Representative clause of this contract.

(End of Instruction)

TIME EXTENSION FOR WEATHER

TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

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

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

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

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

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY

Workdays Base on 5-Day Work Week

| Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 10 | 9 | 6 | 4 | 4 | 6 | 8 | 7 | 4 | 4 | 5 | 9 |

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

(End of Clause)

DESIGNATED BILLING OFFICE

Invoices will be mailed to:

**USACE Wilmington District,
Construction Field Office
Bldg 2-2414 Woodruff Street
Fort Liberty, NC 28310**

(End of Special Instruction)

DESIGNATED PAYMENT OFFICE

Payment will be made by:

**U.S. Army Corps of Engineers Finance Center
ATTN: CEFC-AO-P
5722 Integrity Drive
Millington, TN 38054-5005**

(End of Special Instruction)

EM 385-1-1 USACEU.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL,
EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at

<http://www.publications.usace.army.mil/usacepublications/engineermanuals.aspx>

Enter EM 385-1-1 in the Search Box and click Search.

The Contractor shall be responsible for complying with the current edition and all changes posted on the web through the date that is 10 calendar days prior to the date offers are due. If the solicitation is amended to extend the time set for receipt of offers, the 10 calendar days rule stated above shall be applied against the amended date. (For example, if offers are due on 10 April, all changes posted on or before 31 March shall apply to the contract. If the time for receipt of offers is extended from 10 April to 20 April, all changes posted on or before 10 April shall apply to the contract.)

(End of Special Instruction)

INSURANCE REQUIREMENTS

In accordance with FAR clause 52.228-5 entitled, "Insurance – Work on a Government Installation" the following minimum amounts of insurance are required:

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

1. Comprehensive and Employer's Liability Insurance: Coverage in an amount not less \$100,000 or in the amount required by the State law in which the work is to be performed under this contract, whichever is greater.
2. Comprehensive General Liability Insurance: Coverage in an amount not less than \$500,000 per occurrence.
3. Automobile Liability Insurance: \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 property damage liability.
4. Vessel liability: When contract performance involves use of vessels, the contracting officer shall require vessel collision liability and protection and indemnity liability insurance.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in the policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this subparagraph (c), in all subcontracts hereunder.

SAFETY PUBLICATIONS

1. The U. S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, dated 30 November 2014, is applicable to work to be performed under this contract. The manual may be obtained without charge by applicants considered to be properly interested upon separate request to the Contracting Division issuing this solicitation.
2. Changes made between publication of new editions to the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, will be posted on the Headquarters Website. The date that it is posted will become the official effective date of the change and contracts awarded after this date shall be required to comply accordingly. The website location where these changes can be found is under the button entitled, "Changes to EM," located at: <http://140.194.76.129/publications/eng-manuals/>

(end of Safety Publications)

AT/OPSEC

ANTI-TERRORISM AND OPERATIONAL SECURITY

☒ ACCESS, GENERAL PROTECTION, AND SECURITY POLICY AND PROCEDURES.

All contractor and all associated subcontractor employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks or background investigation and to meet installation/facility access requirements to be accomplished by installation Provost Marshal, Director of Emergency Services, or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.

☒ SUSPICIOUS ACTIVITY REPORTING TRAINING.

The contractor and all associated subcontractors shall receive a briefing/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 5 calendar days after completion of the training.

☒ FOR PRE-SCREENING CANDIDATES USING E-VERIFY PROGRAM.

The contractor must pre-screen Candidates using the E-verifying Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidate must be provided to the COR no later than 3 business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. This Form will be provided to the Contracting Officer and shall become part of the official contract file.

(End of AT/OPSEC)

WAGE DETERMINATION

IAW 52.222-6 – Construction Wage Rate Requirements, the following Wage Determination(s) apply to this solicitations and any resulting contract award:

"General Decision Number: NC20230025 04/21/2023

Superseded General Decision Number: NC20220025

State: North Carolina

Construction Type: Building

County: Cumberland County in North Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | |
|--|---|
| <p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p> | <p>. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p> |
| <p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p> | <p>. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p> |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0 01/06/2023

1 04/21/2023

CARP0312-001 10/01/2020

| | Rates | Fringes |
|--|----------|---------|
| CARPENTER, Excludes Drywall Hanging, and Form Work..... | \$ 29.42 | 13.6 |

IRON0848-005 07/01/2022

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 27.35 | 16.65 |

* PLUM0421-001 07/01/2022

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 31.66 | 12.69 |

* SUNC2011-006 08/24/2011

| | Rates | Fringes |
|---|-------------|---------|
| BRICKLAYER..... | \$ 19.00 | 0.00 |
| CARPENTER (Drywall Hanging Only)..... | \$ 13.83 ** | 0.00 |
| CARPENTER (Form Work Only)..... | \$ 13.38 ** | 1.80 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 15.80 ** | 0.00 |
| ELECTRICIAN..... | \$ 20.64 | 6.68 |
| HVAC MECHANIC (HVAC Duct Installation Only)..... | \$ 17.37 | 1.82 |
| LABORER: Common or General..... | \$ 10.54 ** | 0.52 |

| | | |
|--|-------------|------|
| LABORER: Landscape & Irrigation..... | \$ 9.13 ** | 0.28 |
| LABORER: Pipelayer..... | \$ 13.35 ** | 2.80 |
| LABORER: Mason Tender-Brick/Cement/Concrete..... | \$ 12.00 ** | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe..... | \$ 18.47 | 2.41 |
| OPERATOR: Bulldozer..... | \$ 16.00 ** | 1.87 |
| OPERATOR: Crane..... | \$ 19.77 | 4.48 |
| OPERATOR: Forklift..... | \$ 13.86 ** | 0.00 |
| OPERATOR: Grader/Blade..... | \$ 15.72 ** | 1.49 |
| OPERATOR: Loader..... | \$ 16.17 ** | 0.25 |
| PAINTER: Brush, Roller and Spray..... | \$ 12.35 ** | 0.00 |
| ROOFER..... | \$ 11.75 ** | 1.06 |
| SHEET METAL WORKER, Excludes HVAC Duct Installation..... | \$ 15.81 ** | 1.40 |
| TRUCK DRIVER..... | \$ 13.38 ** | 1.48 |
| ----- | | |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"