



**REQUEST FOR PROPOSAL  
N69450-25-R-DC01**

**TASK ORDER UNDER  
2021 LARGE AO MULTIPLE AWARD CONSTRUCTION CONTRACT (MACC)  
N69450-21-D-0056/0057/0058/0059/0060/0061/0062 and N69450-22-D-0011/0012/0013**

**B101 Joint Strike Fighter (JSF) Facility Renovation  
Naval Air Station (NAS) JAX  
Jacksonville, Florida**

**NAVFAC SE  
CONTRACTING CORE CONSTRUCTION  
October 21, 2024**

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1693781 Corrected Final DB-RFP Revised (2024-04)

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**SECTION 00010- REQUEST FOR PROPOSAL PRICING SCHEDULE**

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 1				
1. CONTRACT/PURCH ORDER/AGREEMENT NO.		2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD)		4. REQUISITION/PURCH REQUEST NO.		5. PRIORITY	
		N69450				N69450-25-R-DC01		DO-C2	
6. ISSUED BY NAVFAC SE CORE CONSTRUCTION Yorktown Blvd., Bldg. 903 P.O. Box 30 NAS Jacksonville, FL 32212			7. ADMINISTERED BY (If other than 6) NAVFAC SE PWD JACKSONVILLE BLDG 27, PO BOX 5 Jacksonville, Florida 32212-0005			8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER <small>(See Schedule if other)</small>			
9. CONTRACTOR NAME AND ADDRESS			10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)		11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN OWNED				
			12. DISCOUNT TERMS		13. MAIL INVOICES TO THE ADDRESS IN BLOCK				
14. SHIP TO			15. PAYMENT WILL BE MADE BY			MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
			DFAS-Cleveland Accounts Payable, 1240 E 9th Street Cleveland, OH 44199			N68732			
16. DELIVERY/ CALL		<input checked="" type="checkbox"/> This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.							
16. PURCHASE OF ORDER		Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
		NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)	
		If this box is marked, supplier must sign Acceptance and return the following number of copies: _____							
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE									
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT	
	Solicitation N69450-25-R-DC01: B101 Joint Strike Fighter Facility Renovation Naval Air Station Jacksonville, FL							0	
	See Page 2							0	
								0	
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA		25. TOTAL		0	
				BY: _____ CONTRACTING/ORDERING OFFICER		26. DIFFERENCES			
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS		<input checked="" type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT				34. CHECK NUMBER	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER						35. BILL OF LADING NO.	
37. RECEIVED AT	38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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**SCHEDULE OF SUPPLIES/SERVICES**

The Offeror agrees to perform the work required at the proposed Firm Fixed Price specified below in strict accordance with the terms and conditions regulatory requirements of this solicitation, as well as those specified in the original contract which this task order will be issued, if this offer is accepted by the Government in writing within **90** calendar days after the date offers are due. Proposal should include all labor, equipment, materials, lower-tier subcontractors, and supplies necessary to complete the activities specified in the solicitation.

The Offeror agrees to furnish any required performance and payment bonds.

<b>Contract Line Items / Schedule of Supplies and Services</b>				
<b>CLIN</b>	<b>Description</b>	<b>Quantity</b>	<b>UOI</b>	<b>CLIN Total</b>
<b>CLIN 0001: Base Bid</b>	Demolition and Construction for Hangar 101 F-35 Facility Renovations	1	Project	\$ _____
Basis of Bid for Item 0001 shall be in accordance with the DB RFP. Period of Performance 1145 calendar days from task order award date.				
<b>CLIN 0002: Option 1</b>	Demolition and Construction for Battery Shop	1	Project	\$ _____
Basis of Bid for Item 0002 – Option 1, shall be in accordance with the DB RFP. Period of Performance 1145 calendar days from task order award date.				
<b>CLIN 0003: Option 2</b>	Stormwater Investigation and Design	1	Project	\$ _____
Basis of Bid for Item 0003 – Option 2, shall be in accordance with the DB RFP. Period of Performance 1145 calendar days from task order award date				
<b>CLIN 0004: Option 3</b>	Pre-Conditioned Cooling Air System (PCAS)	1	Project	\$ _____
Basis of Bid for Item 0004 – Option 3, shall be in accordance with the DB RFP. Period of Performance 1145 calendar days from task order award date				
<b>CLIN 0005: Option 4</b>	Total Audio-Visual (AV) (Government A/V Budget + HAR).	1	Project	\$ _____
<b>A/V Equipment: Estimated Government Budget is \$560,802.60. Handling and Administrative Rate (HAR on AV not-to-exceed 5% (enter Percentage _____ %).</b>				
Basis of Item 0005 - Option 4, shall be in accordance with DB RFP – procurement and supervise installation of the A/V equipment.				

<b>CLIN 0006: Option 5</b>	Furniture, Fixtures and Equipment (FF&E) (Government FF&E Budget + HAR).	1	Project	\$ _____
<b>FF&amp;E Estimated Government Budget is \$2,243,210.00. Handling and Administrative Rate (HAR on FF&amp;E not-to-exceed 5% (enter Percentage _____%).</b>  Basis of Item 0006 - Option 5, shall be in accordance with DB RFP – procurement and supervise installation of the A/V equipment and FF&E.				
<b>CLIN 0007: Option 6</b>	Intrusion Detection and Access Control Equipment	1	Project	\$ _____
Basis of Bid for Item 0007 – Option 6, shall be in accordance with the DB RFP. Period of Performance 1145 calendar days from task order award date.				
<b>CLIN 0008: Option 7</b>	Vertical Lift Modules	1	Project	\$ _____
Basis of Bid for Item 0008– Option 7, shall be in accordance with the DB RFP. Period of Performance 1145 calendar days from task order award date.				
<b>Grand Total (Total for Items 0001-0008):</b>				\$ _____

**The evaluation of price consists of the Grand Total price for CLIN 0001-0008.** In the event of a math error in the Grand Total, the total evaluated price will be calculated using the pricing per line item.

The Government intends to evaluate all options and has included the provision of FAR 52.217-5, Evaluation of Options (JUL 1990). In accordance with FAR 52.217-5, Evaluation of Options will not obligate the Government to exercise option(s). A firm- fixed-price is required for the bid item. No provision is made for economic price adjustment.

The Government may exercise CLINs 0002, 0003, 0004, 0007 and 0008 (Bid Option 1, 2, 3, 6, and 7) at time of task order award. If the option is not exercised at time of contract award, the Government may exercise option item within 90 days from date of task order award. CLIN 0005 (Bid Option 4 AV Equipment) and CLIN 0006 (Bid Option 5 FF&E) may be exercised at least six (6) months prior of the contract completion date.

**A/V Equipment (Line Item 0005 Option 4)) and FF&E LANGUAUGE (Line Item 0006 Bid Option 5)**

**These notes apply to the Option Modification(s) for A/V Equipment and FF&E:**

1. The Estimated FF&E and A/V equipment Budget for *B101 JSF Facility Renovation* has been identified to provide the Offerors with the projected magnitude of effort of FF&E and A/V. The total estimate amount for the FF&E and A/V includes the actual cost of the FF&E and A/V including freight and installation charges. The Government FF&E and A/V Estimate is only an estimated amount.
2. If awarded, **FF&E and A/V line item** will be issued as an option and will be funded separately after completion of FF&E design package review, acceptance of the FF&E package, and receipt of appropriate funding by the Government. Requirements and details are provided in Specification Section 01 30 01.00 20 PROCUREMENT AND INSTALLATION OF FURNITURE, FIXTURES, AND EQUIPMENT.

3. The Construction Base Price must contain all labor, materials, and equipment necessary to complete the construction project. The Interior Design Services for all phases of the design, specification and installation oversight of the FF&E design package must be included in the Construction Base Price and is separate and excluded from the FF&E Option Item.

4. Bonding is not required for the procurement and installation of FF&E at the time of Construction Contract Award. FAR 28.102-2(d) requires the Government to secure additional bond from the Construction Contractor for any contract price increases. Therefore, an increase to the original contract bond is required at the time of the FF&E Option Item award. The increased cost of the bond is not a part of the Construction Contractor's HAR.

5. Offerors may propose a Handling and Administration Rate (HAR) for FF&E and A/V not to exceed 5%. This fee will account for all administrative costs, overhead, bonding fees, administration of subcontracts, profit, and any other costs associated with and related to the coordination and processing of the procurement and installation of FF&E and A/V. The proposed HAR percentage will be incorporated into the contract award and will not be adjusted regardless of fluctuations from the estimate amount for the FF&E and A/V. The proposed HAR is a fixed rate.

6. The Government is not obligated to award the **FF&E and/or A/V Optional line item**. Should the Government choose to award the **FF&E and AV, the line item** will be awarded as a negotiated modification(s) to the contract. The contractor's proposed HAR will be applied to all vendor/supplier costs for the FF&E.

7. If awarded, the **FF&E and A/V** modification(s) will be awarded at least six (6) months prior to the contract completion date. A minimum of six (6) months is required for the Contractor to purchase, deliver and install the FF&E without impacting the overall completion date of the project. The Contractor's schedule must assume the award of the FF&E and/or A/V as a modification(s). No schedule extensions will be granted if the modification(s) is/are awarded at least six (6) months prior to the contract completion date. If the Government decides to negotiate and award the furniture modification with less than the six (6) months prior to the contract completion date, the Contractor may be entitled to a contract extension and extended field overhead. A contract extension and extended field overhead will only be granted in those cases where the Contractor demonstrates that an accepted Final FF&E package was submitted within the approved schedule deadlines and sufficient lead time for the FF&E and A/V is not available and the Government's award of the modification is in the last six (6) months of the contract.

All post award submittals and correspondence shall be directed to the office identified in Block 14 of the DD Form 1155. Specific point of contact is:

(Contact information to be completed at time of award)

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## SECTION 00100- INSTRUCTIONS TO OFFERORS

### I. INTRODUCTION

#### A. GENERAL INFORMATION

This acquisition will be restricted to the 2021 Large AO Multiple Award Construction Contract (MACC) N69450-21-D-0056/0057/0058/0059/0060/0061/0062 and N69450-22-D-0011/0012/0013 awardees only.

This is a directed solicitation to the 2021 Large AO MACC holders only. The solicitation and amendments will be provided via the Solicitation Module in Procurement Integrated Enterprise Environment (PIEE) on <https://cac.piee.eb.mil> to MACC holders' POC(s), posted as restricted solicitation. An automated message is delivered to the person(s) whose email address is on file for each MACC holder. It is up to each contractor to ensure these points of contact (POC) are kept up to date.

All terms and conditions of the 2021 Large AO Multiple Award Construction Contract (MACC) N69450-21-D-0056/0057/0058/0059/0060/0061/0062 and N69450-22-D-0011/0012/0013 apply to this solicitation.

#### B. Pre-Proposal Inquiries (PPI's)

All pre-proposal inquiries (PPIs) must be submitted in writing via a "Bidder Inquiry" in ProjNet at [www.projnet.org/projnet](http://www.projnet.org/projnet). The bidder inquiry key for this solicitation is **J6Z6JT-WRKFRH**. Be sure to select "NAVFAC" as the agency in the dropdown menu. All questions shall be submitted **at least fifteen (15) calendar days prior to the closing date of the solicitation** in order to permit adequate time to reply to the inquiry. Answers will be made via ProjNet; however, answers **do not** amend the solicitation. Any changes to the solicitation will be made via a formal amendment to the RFP.

All offerors are encouraged to register on ProjNet for alerts and to stay abreast of bidder inquiries and Government responses that are posted in reference to this solicitation. Only self-registered users on ProjNet can submit and review inquiries. A "how to" guide has been provided via *Exhibit C*. Those submitting inquiries will receive a system generated e-mail notification when their inquiry has been processed and responded to. Notifications are not made to registered users when a new inquiry is posted. It is the offeror's responsibility to monitor for inquiries and responses.

#### C. Pre-Proposal Conference and Site Visit

An organized site visit has been scheduled for **November 6, 2024 at 09:00 AM EASTERN TIME**. Please see clause 52.236-27 for additional details.

### II. PROPOSAL SUBMITTAL INSTRUCTIONS

Proposals submitted in response to this RFP must be received no later than **3:00 PM Eastern Time on November 19, 2024**. Proposals must be received by **no later than the date and time stated**.

Proposals must be received via the Procurement Integrated Enterprise Environment (PIEE) portal: <https://piee.eb.mil/> no later than the date and time stated above. **Hard copies will not be accepted**. The Offeror's proposal must include all data and information required and must be submitted in accordance with these instructions. The Offeror shall be compliant with the requirements stated herein, for non-compliance may result in your proposal being rejected as non-responsive. **You are highly advised to submit at least one day prior to avoid late submission (See FAR 15.208(b)(1)(i)).**

In response to this request for proposal, the complete proposal shall include both the Price Proposal and Non-Price Proposal, submitted as two separate Adobe PDF electronic copies and organized as follows:

**A. Price Proposal**

**Tab 1** – Executed DD1155

**Tab 2** – Acknowledgement of all amendments

**Tab 3** – Original Bid Bond (SF-24)

**Tab 4** – Representations & Certifications **required by Section 00600 of the RFP**

**Tab 5** – Responsibility/Qualification (previously known as FAPIIS Certification)

**Tab 6** – VETS-4212 registration (or statement that offeror is not required to submit a report)

Note: There is no page limitation on the Price proposal.

**B. Non-Price Proposal**

**Tab 1** – Factor 1, Experience

**Tab 2** – Factor 2, Safety

**Tab 3** – Factor 3, Technical Solution

**Tab 4** – Factor 4, Past Performance

The entire Non-Price proposal shall utilize a minimum Arial Font of 11 with pages numbered. Title page, table of contents, dividers should not be numbered.

Note: Each factor includes the page limit. Attachment A, B, E excluded from the page limit.

**The first page of each proposal should clearly state:**

- Type of Proposal (Price or Non-Price)
- RFP Number and Title of Project
- Offeror's Name

**Offeror's shall include the following information with their price proposal:**

- Authorized Negotiator's (Point of Contact - POC) Name
- POC Telephone Number
- POC Email Address
- CAGE Code
- Tax Identification Number (TIN)
- Unique Entity Identifier (UEI) Number (offeror and any team members)

Electronic proposals shall be uploaded to the Procurement Integrated Enterprise Environment (PIEE) portal: <https://piee.eb.mil/> and under solicitation N69450-25-R-DC01. Proposals shall be separately attached files and shall be labeled "Price Proposal and Non-Price Proposal" accordingly. Both files shall be Adobe PDF formatted with a combined size not to exceed 10 MB.

The offeror's proposal must include all data and information required by the solicitation and must be submitted in accordance with these instructions. The offeror shall be compliant with the requirements as stated herein, for non-conformance may result in the proposal being rejected or in an unfavorable proposal evaluation.



**TIMELY RECEIPT OF PROPOSALS**

PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST FOR PROPOSAL MUST BE RECEIVED NO LATER THAN THE DATE AND TIME SPECIFIED. Proposals not received by the time and date specified shall be treated in accordance with FAR 52.215-1 “Instruction to Offerors - Competitive Acquisitions” and may be rejected.

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

**No Alternate or Multiple Proposals** - Neither multiple proposals, nor proposal variations or options, nor alternate or alternative proposals will be considered in the evaluation.

**III. PROJECT INFORMATION**

1. It is the intent of this Request for Proposal to provide the criteria for evaluation of proposals submitted in response to Naval Facilities Engineering Systems Command Southeast (NAVFAC SE) RFP N69450-25-R-DC01 for B101 Joint Strike Fighter (JSF) Facility Renovation at Naval Air Station (NAS) Jacksonville, Florida.
2. In accordance with FAR 52.216-1, the Government contemplates award of a Firm-Fixed Price (FFP) Design-Build (DB) task order for B101 Joint Strike Fighter (JSF) Facility Renovation at Naval Air Station (NAS) Jacksonville, Florida.
3. Brief Description of Work: This project includes the design and construction associated with the renovation of Building 101. The building to be renovated is an existing hangar consisting of a single-story high bay and lean-to structures on each side of the hangar high bay to support the need for Depot Level maintenance for the F-35. Approximately 152,248 square feet will be included in this project. The design and construction of this project will include pertinent site alterations to areas adjacent to the building to accommodate a new stair/elevator combination; construction of a new stair and elevator combination; miscellaneous structural modifications to support the renovations; physical and electronic security modifications; construction of new controlled office and support space; support space modifications; mechanical systems to support adequate heating, ventilation, and air conditioning for the renovated areas; plumbing systems to support mechanical systems and renovated areas; modifications to electrical systems including power, interior and exterior lighting and support for mechanical systems; modifications to telecommunications system to support facility requirements; modification of fire protection systems including fire suppression and fire alarm systems; and all architectural elements and systems, including interior design.
4. The contract completion schedule for this project is a total of **1,145 calendar days** from task order award. The days are figured from date of task order award and includes the initial 15 days required for submission and approval of insurance, bonding and other requirements as set forth in the task order.
5. In accordance with DFARS 236.204, the magnitude of construction is between \$25,000,000 and \$100,000,000.

The CLINs description are as follows:

CLIN	Description
0001 – Base Bid	Demolition and Construction for Hangar 101 F-35 Facility Renovations
0002 – Option 1	Demolition and Construction for Battery Shop
0003 – Option 2	Stormwater Investigation and Design
0004 – Option 3	Pre-Conditioned Cooling Air System (PCAS)
0005 – Option 4	Audio-Visual and Furniture, Fixtures and Equipment (FF&E)
0006 – Option 5	Furniture, Fixtures and Equipment (FF&E)
0007 – Option 6	Intrusion Detection and Access Control Equipment
0008 – Option 7	Vertical Lift Modules

## **SECTION 00150 – EVALUATION/BASIS OF AWARD**

### **I. EVALUATION**

This acquisition utilizes ordering procedures in accordance with Federal Acquisition Regulation (FAR) 16.505.

1. In accordance with the Federal Acquisition Regulation, the Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the proposal determined to represent the best value—the proposal most advantageous to the Government, cost/price and other factors considered.
2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
3. The best value continuum selection process to be used for this acquisition is the Tradeoff Process as described in FAR 15.101-1. The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.
4. As stated in the solicitation, all technical factors when combined are of equal importance to the performance confidence assessment (past performance) rating; and all technical factors and the performance confidence assessment (past performance) rating, when combined are approximately equal to price.
5. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. An Unacceptable rating in any of the non-price factors will result in an overall rating of “Unacceptable” for the non-price factors, unless corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal.
6. The Contractor’s technical proposal, including revisions and amendments, made prior to contract award and a copy of which is in the possession of both parties, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text. Any deficiencies found in the contractor’s proposal must be corrected to meet the contract specification requirements in order to be eligible for award.

### **II. EVALUATION FACTORS FOR AWARD**

The Proposed Task/Delivery Order will be awarded to the responsible offeror offering the best value to the Government utilizing the Tradeoff selection methodology in accordance with FAR 15.101-1. To make a determination of Best Value, the Government shall evaluate each offeror on the following criteria.

- Factor 1 – Experience
- Factor 2 – Safety
- Factor 3 – Technical Solution
- Factor 4 – Past Performance

The relative order of importance of the non-price evaluation factors is the technical factors (Factors 1, 2, and 3) are of equal importance to each other and, when combined are equal in importance to the past performance evaluation/performance confidence assessment factor (Factor 4). When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment factor combined (i.e., the non-price evaluation factors) are approximately equal to price. In making the best value award decision, the Government will consider Factors 1-4 and price.

The distinction between experience and past performance is experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of

size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

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

### **Instructions to Offerors:**

FAR Part 9.6 defines Contractor team arrangements. Contractor team arrangement, as used in this subpart, means an arrangement in which -- (1) Two or more companies form a partnership or joint venture to act as a potential prime Contractor; or (2) A potential prime Contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent /LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent/LLC/LTD member companies will have meaningful involvement in the performance of the contract in order for the experience information of the affiliate/subsidiary/parent/LLC/LTD member companies to be considered. The proposal shall state specific commitments of technical resources (e.g., personnel, management, equipment that the affiliate/subsidiary/parent/LLC/LTD member companies shall commit to the performance of this contract). In particular, the proposal shall clearly state the specific commitments of resources of the affiliate/subsidiary/parent/LLC/LTD member companies in terms of the work it will either self-perform or manage on behalf of the Offeror in the performance of the contract.

Vague commitments to support are likely insufficient; rather, they must demonstrate intent/manner of actual performance on the contract action being solicited.

The Offeror shall submit a signed copy of partnership agreement, teaming agreement, or letter of commitment for each member of the Offeror's team (e.g., partner, team member, subcontractor, parent company, subsidiary, or other affiliated company, etc.) whose projects are submitted to demonstrate Construction or Design Experience. The Government will not consider any project submitted for Factor 1 if it was performed by a firm other than the Offeror and there is no supporting partnership agreement, teaming agreement, or letter of commitment. **Additional joint venture agreements are not permitted on MACC Task Orders.** Note: See specific restrictions on the use of subcontractor experience under Factor 1.

### **Factor 1 - Experience:**

#### (a) Solicitation Submittal Requirements.

The Offeror shall submit the following information:

#### (1) Construction Experience:

Submit a minimum of two (2) and a maximum of five (5) relevant construction projects for the Offeror that best demonstrates your experience on relevant projects that are similar in size, scope, and complexity to the RFP. For purposes of this evaluation relevant project is construction of facility greater than 100,000 SF and of a \$40,000,000 value or greater. The combination of projects submitted must demonstrate experience in all of the following elements of work:

- Construction phasing to maintain ongoing operations.
- Close coordination with facility occupants during construction in order to reduce impacts to ongoing operations.
- Construction activities in secure space facility

- Construction of secure space within a facility in accordance with ICD 705
- HVAC system
- Electrical system
- Fire protection system

Projects submitted for the Offeror shall be completed within the past five (5) years of the date of issuance of this RFP.

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

The attached Construction & Design Experience Project Data Sheet (*Attachment A*) is MANDATORY and SHALL be used to submit project information. If the same project is being used to demonstrate construction and design experience, submit separate Project Data Sheets for construction and design. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one (1) double-sided page (or two (2) single-sided pages).

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP (i.e., unique features, area, construction methods). In addition, the description should also address any sustainable features for the project, including specific descriptions of those features. Provide applicable documentation on projects that were validated and/or certified through a Sustainable Third Party Certification program.

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects may be submitted for the Joint Venture members. If a project was performed by a JV, and not all partners from that JV are on the JV proposed for this contract, the offeror shall clearly demonstrate what portion of the work was performed by the JV member offering on this contract and shall not include work performed by the JV as a whole. The JV member proposed for this contract shall specifically address field work performed by that JV member including field staffing and direct field work oversight. The JV member proposed for this contract shall also address home office management performed by that JV member including the number/percentage of employees provided for the overall contract by the JV members as well as the overall percentage of work performed by the JV member. The Offeror shall also submit a SIGNED copy of the Joint Venture agreement indicating the proposed participation of each Joint Venture member. Offerors are limited to a total of five (5) construction projects.

The Offeror may utilize experience of a subcontractor that will perform major or critical aspects of the requirement to demonstrate construction experience under this evaluation factor. The Offer must provide a supporting joint venture agreement, partnership agreement, teaming agreement, or letter of commitment and an explanation of the meaningful involvement that the subcontractor will have in performance of this contract.

## (2) Design Experience

Submit a minimum of two (2) and a maximum of five (5) relevant design projects for the design team that best demonstrates design experience on relevant projects that are similar in size, scope, and complexity to the RFP. For purposes of this evaluation relevant project is design of facility greater than 100,000 SF and of a \$40,000,000 value or greater. The combination of projects submitted must demonstrate experience in all of the following elements of work:

- Whole build design to include
- Electrical
- HVAC
- Fire Protection
- Telecommunication
- Secure space design in accordance with ICD 705
- Drainage runoff evaluation and design

A project submitted under design experience will meet the recency requirement if (a) the construction effort was completed within five (5) years immediately preceding the proposal due date, regardless of the design completion date, OR (b) the construction effort is ongoing, but the design completion date was reached within the five (5) years immediately preceding the proposal due date. Each relevant completion date shall be clearly stated on the Construction & Design Experience Project Data Sheet.

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

The attached Construction & Design Experience Project Data Sheet (*Attachment A*) is MANDATORY and SHALL be used to submit project information. If the same project is being used to demonstrate construction and design experience, submit separate Project Data Sheets for construction and design. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one (1) double-sided page (or two (2) single-sided pages).

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP (i.e., unique features, area, construction methods). In addition, the description should also address any sustainable features for the project, including specific descriptions of those features. Provide applicable documentation on projects that were validated and/or certified through a Sustainable Third Party Certification program.

The Offeror may utilize experience of a design subcontractor to demonstrate design experience under this evaluation factor. The Offer must provide a supporting joint venture agreement, partnership agreement, teaming agreement, or letter of commitment and an explanation of the involvement for the design subcontractor. Offerors proposing multiple design firms should submit relevant project experience for all design firms. Failure to do so may result in a lower rating.

Offerors are limited to a total of five (5) projects for Design Experience.

(b) Basis of Evaluation:

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

- Relevant projects where the Offeror and the proposed design firm(s) have previously worked together may be considered more favorably than those that have not worked together.
- Relevant projects that demonstrate design-build experience may be considered more favorably than those that do not have design-build experience.
- Proposals including multiple projects (two or more) that demonstrate experience working in or around secure space associated with aircraft equipment may be considered more favorably than those that do not demonstrate experience with multiple projects working in or around secure aircraft equipment.
- Relevant projects that demonstrate experience working in or around secure space associated with aircraft equipment may be considered more favorably than those that do not demonstrate experience working in or around secure aircraft equipment.

- Relevant projects that demonstrate experience working in and around aircraft hangar(s) may be considered more favorable than those that do not demonstrate experience working in and around aircraft hangar(s).

**Factor 2 – Safety**

- (a) Solicitation Submittal Requirements:

The Offeror shall submit the following information:

Use the Safety Data Sheet form (Attachment E) to provide safety information.

The Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate; and Total Case Rate (TCR) for the specified five (5) Calendar Years (CY), as well as a safety narrative as described further below. For a partnership, joint venture, the Offeror shall submit separate DART, TCR for the specified five (5) CY for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required. Any fatalities experienced within this 5-year timeframe must be explained in detail, to include root cause and corrective actions.

NOTE: DART and TCR shall not be submitted for subcontractors.

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

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

- (2) TCR Rate: Submit five (5) previous complete calendar years' CY2019, 2020, 2021, 2022, and 2023 worth of data (not an overall average). If the Offeror has no TCR rate, for any year, affirmatively state so and explain why. Should a negative trend occur above moderate risk levels, an acceptable/detailed explanation is required, that includes any corrective actions taken for improvement.
- a. TCR cases include injuries or illnesses resulting in death, days away from work, restricted work or transfer to another job days beyond the day of injury/illness, medical treatment beyond first aid, or loss of consciousness.
  - b. Calculation of TCR rate: Multiply the total number of TCR incidents by 200,000, and then divide by the number of employee labor hours worked.

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

- (3) Technical Approach for Safety: Submit a narrative that addresses the following:
- a. Describe the Offeror's approach to implementing and executing a Safety Management System (SMS) including Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS.
  - b. Describe the evaluation process used to select potential subcontractors.
  - c. Describe the processes of how the Offeror will oversee safety compliance of subcontractors at all levels throughout the performance of the contract (to include their own in-house workforce).

- d. The Technical Approach to Safety narrative shall be limited to two (2) single-sided pages or one (1) double-sided page.
- (4) The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), etc.

(b) Basis of Evaluation:

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

- (1) DART Rate: The board will evaluate trends over the last five years considering changes that take it from one risk level (or more) to the next up or down. Negative trends occurring above moderate risk levels require the Offeror to provide a detailed explanation that includes any corrective actions taken for improvement.
- a. Missing data without an explanation is considered a deficiency.
  - b. Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) would indicate a strength.
  - c. An increasing DART rate trend could be considered a weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk EHR)) if an acceptable explanation is not provided for any trends that rise above Moderate.
  - d. This chart correlates the DART rate to the level of risk:

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

- (2) TCR Rate: The board will evaluate trends over the last five years considering changes that take it from one risk level (or more) to the next up or down. Negative trends occurring above moderate risk levels require the Offeror to provide a detailed explanation that includes any corrective actions taken for improvement.
- a. Missing data without an explanation is considered a deficiency.
  - b. Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) would indicate a strength.
  - c. An increasing TCR rate trend could be considered a weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk EHR)) if an acceptable explanation is not provided for any trends that rise above Moderate.
  - d. This chart correlates the TCR rate to the level of risk:

<u>Risk</u>	<u>TCR Rate</u>
Very Low Risk	Less Than 2.49
Low Risk	From 2.5 to 3.49
Moderate Risk	From 3.5 to 4.49
High Risk	From 4.5 to 5.99
Extremely High Risk	Greater than 6.0

- (3) The Technical Approach to Safety Narrative. To determine the degree to which the Offeror:
- Describes a viable SMS that addresses elements; such as Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS.
  - Describes a methodical process of evaluating subcontractor's safety performance in their selection process.
  - Describes a logical management plan to hold themselves and their subcontractors accountable for adhering to the safety requirements of the contract.
  - The Technical Approach to Safety narrative shall be limited to two (2) single-sided pages or one (1) double-sided page. Information on pages beyond this will not be considered.
- (4) The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), etc.

### **Factor 3 – Technical Solution**

(a) Solicitation Submittal Requirements:

Provide a narrative describing the technical approach to the project that meets the requirements of the RFP. Include the following:

- Project schedule
- Offeror shall include procurement plan for long lead items and describe how it will be mitigated to minimize impacts to the construction schedule.
- Offeror shall clearly describe the effects of long lead item procurement on the construction schedule with the expectation of a Defense Priorities & Allocations System (DPAS) DO priority rating.
- Whole building energy approach to provide a technical solution that meets requirements of American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standard 90.1 and methodology to achieve 30% or better reduction below baseline.

Narrative shall not exceed five (5) double-sided pages (or ten (10) single-sided pages).

(b) Basis of Evaluation:

The Government will evaluate the narrative and conceptual drawings (if included) considering the extent to which the Offeror demonstrates a clear understanding of the architectural and engineering requirements of the project. The Government will evaluate the effectiveness of the design-build team's technical solution to determine the likelihood that the work will be performed in accordance with the technical requirements of the RFP. In addition, the Government will evaluate the following:



- Proposals that demonstrate minimal schedule impacts by long lead items may be rated higher.
- Offeror narrative shall include effects of DO rating on manufacturing of long lead items. Proposals containing commitment letter(s) from manufacturing companies in support of this may be rated higher.
- Narrative that demonstrates knowledge of construction schedule impacts and what measures the Offeror will take to minimize established baseline schedule impacts may be rated higher.
- Schedule that demonstrates a shorter Period of Performance (POP) may be rated higher. The successful Offeror's schedule will be accepted as contractual POP.

**Factor 4 – Past Performance:**

(a) Solicitation Submittal Requirements:

Submit Past Performance Questionnaires (PPQ) (*Attachment B*) for each project included in Factor 1 for both Construction Experience and Design Experience. The Offeror should provide completed PPQ in the proposal. 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. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror shall complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). The Government may make reasonable attempts to contact the client noted for that project(s) to obtain the PPQ information. However, Offerors should follow-up with clients/references to help ensure timely submittal of questionnaires. (Note: Clients are highly encouraged to submit questionnaires directly to the Offeror. However, if the client requests, questionnaires may be submitted directly to the Government's point of contact,

Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 1 and on other task orders under this Multiple Award Contract. Offerors may also address any adverse past performance issues on the projects for Factor 1 – Experience or under this Multiple Award Contract. Explanations shall not exceed two (2) double-sided pages (or four (4) single-sided pages) in total.

The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the Offeror's references or the references unwillingness to provide the information requested may affect the Government's evaluation of this factor.

Performance award or additional information submitted will not be considered.

(b) Basis of Evaluation:

This evaluation will consider how well the Offeror's team performed on relevant projects submitted under Factor 1 – Experience and may also consider past performance on other projects currently documented in known sources.

The Government will consider the recency and relevance of the information, the source of the information, context of the data, and general trends in the Contractor's performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the Offeror's team's past performance will be used as a means of evaluating the Offeror's team's probability to successfully meet the requirements of the RFP.

Past performance ratings of "Substantial Confidence" or "Satisfactory Confidence" hold more value than a "Neutral Confidence" rating and will be considered more favorably in the evaluation of past performance.

**Price**

(a) Solicitation Submittal Requirements:

(i) Executed DD1155. Offeror shall insert their MAC contract number in Block 1, its company name, address, Unique Entity Identifier (UEI) Number, CAGE Code, Federal Tax ID number, and telephone number in Block 9; signature, name and title of person authorized to sign and date signed in Block 16; and the price proposed for the CLIN(s) in the Schedule of Supplies/Services. Price shall be considered available for award, based on the number of calendar days from award as stated on page 2 of the DD1155.

(ii) Acknowledgement of all amendments (if applicable).

(iii) Bid bond (SF-24). Offeror shall submit a bid bond (SF24) in the amount of 20% of your total project bid price or \$3,000,000 whichever amount is less.

(iv) SAM registration. Offeror shall ensure current registration on the SAM website, [www.sam.gov](http://www.sam.gov), including Annual Representations and Certifications, are complete and updated for this procurement. **If a Representation or Certification required by Section 00600 of the RFP is not provided in SAM, include the Representation or Certification in your price proposal.**

(v) Federal Awardee Performance and Integrity Information System (FAPIS). Offeror shall ensure FAPIS Certification as required by FAR 52.209-7, Information Regarding Responsibility Matters is current through maintaining an active registration in the System for Award Management (SAM). Note: FAPIS.gov is now responsibility/qualification information on SAM.gov.

(vi) VETS-4212 registration. Offeror shall ensure a current VETS-4212 report has been submitted to the Department of Labor website <https://www.dol.gov/agencies/vets/programs/vets4212>, if the offeror is required to submit. An email confirmation of submission can be requested and received by the offeror from the DOL website and submitted in the price proposal. If the offeror is not required to submit a report to VETS-4212, include a brief statement stating that the offeror is not required to submit a report. Visit the VETS-4212 website for details concerning if your company is required to submit a VETS-4212 report and to request an email confirmation of submission.

**Note:** The bid bond, SAM, and VETS-4212 registrations must be in the name/CAGE/UEI of the offeror identified on the DD1155.

(b) Basis of Evaluation:

The Government will evaluate price based on the total price. Total price consists of all CLINs included in the Schedule of Supplies/Services. Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

**ADDITIONAL INFORMATION TO BE SUBMITTED WITH PRICE PROPOSAL PACKAGE:**

**PROJECT LABOR AGREEMENT.** Offerors shall provide the project labor agreement (PLA) with their proposals in accordance with FAR 22.504, General requirements for project labor agreements. Failure to provide a PLA will make the proposal non-responsive and ineligible for award. Upon receipt of proposals, the Contracting Officer will review offerors' PLAs to validate compliance with FAR 22.504(b) and the requirements set forth in FAR provision

52.222-33 and FAR clause 52.222-34. The Contracting Officer may seek Command Labor Advisor guidance on the acceptability of the PLA if appropriate.

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## **SECTION 00600 – REPRESENTATIONS, CERTIFICATIONS & OTHER STATEMENTS**

All terms and conditions of the 2021 Large AO Multiple Award Construction Contract (MACC) N69450-21-D-0056/0057/0058/0059/0060/0061/0062 and N69450-22-D-0011/0012/0013 apply to this solicitation.

### **CLAUSES INCORPORATED BY REFERENCE**

52.215-1 – Instructions to offerors – Competitive Acquisition (NOV 2021).

### **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](http://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](http://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)

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or

extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

**52.204-29 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures. (DEC 2023)**

(a) *Definitions.* As used in this provision, *Covered article*, *FASCSA order*, *Intelligence community*, *National security system*, *Reasonable inquiry*, *Sensitive compartmented information*, *Sensitive compartmented information system*, and *Source* have the meaning provided in the clause [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures.*

(1) The Offeror shall search for the phrase “FASCSA order” in the System for Award Management (SAM)( <https://www.sam.gov>) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR [4.2303](#)(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

- (1) Name of the product or service provided to the Government;
- (2) Name of the covered article or source subject to a FASCSA order;
- (3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
- (4) Brand;
- (5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (6) Item description;
- (7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(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)

**52.209-11 – Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Feb 2016)**

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

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

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

(b) The Offeror represents that—

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

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

(End of provision)

**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)

**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)

**52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2024)**

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern--

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran or;

(3) Service-disabled veteran, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that--

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

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 (b) of this provision.

(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.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.  
Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.  
Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

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

(2) The small business size standard is \$36,500,000.

(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 (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

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

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

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

(c) Representations.

(1) The offeror represents as part of its offer that--

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not a small business concern; or

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_ .]

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

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer 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 offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror 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 offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_ .]

(6) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not a veteran-owned small business concern.

(7) SDVOSB concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not an SDVOSB concern.

(8) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror represented itself as a SDVOSB concern in paragraph (c)(7) of this provision]. The offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_ .]

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

## **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2024) - ALTERNATE I (FEB 2024)**

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern--

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran or;

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that--

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

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 (b) of this provision.

(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.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_--[insert NAICS code].

(2) The small business size standard is \_\_\_\_--[insert size standard].

(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 (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

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

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

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

(c) Representations.

(1) The offeror represents as part of its offer that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern; or

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_ .]

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

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer 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 offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror 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 offeror represents as part of its offer that it [  ] is, [  ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture:  .]

(6) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [  ] is, [  ] is not a veteran-owned small business concern.

(7) SDVOSB concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [  ] is, [  ] is not an SDVOSB concern.

(8) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror represented itself as a SDVOSB concern in paragraph (c)(7) of this provision]. The offeror represents as part of its offer that it [  ] is, [  ] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The offeror shall enter the name and unique entity identifier of each party to the joint venture:  .]

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [  ] is, [  ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [  ] is, [  ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture:  .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(10) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(1) Be punished by imposition of fine, imprisonment, or both;



- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(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:

<b>Goals for Minority Participation for Each Trade</b>	<b>Goals for Female Participation for Each Trade</b>
<b>21.8%</b>	<b>6.9%</b>

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 **NAS Jacksonville, Duval County, Florida.**

(End of Provision)

**52.222-33 Notice of Requirement for Project Labor Agreement.**

NOTICE OF REQUIREMENT FOR PROJECT LABOR AGREEMENT (JAN 2024)

(a) *Definitions.* As used in this provision, the following terms are defined in clause [52.222-34](#), Project Labor Agreement, of this solicitation “construction,” “labor organization,” “large-scale construction project,” and “project labor agreement.”

(b) Offerors shall—

(1) Negotiate or become a party to a project labor agreement with one or more labor organizations for the term of the resulting construction contract; and

(2) Require its subcontractors to become a party to the resulting project labor agreement.

(c) The project labor agreement reached pursuant to this provision shall-

(1) Bind the Offeror and subcontractors engaged in construction on the construction project to comply with the project labor agreement;

(2) Allow the Offeror and all subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;

(3) Contain guarantees against strikes, lockouts, and similar job disruptions;

(4) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement;

(5) Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and

(6) Fully conform to all statutes, regulations, Executive orders, and agency requirements.

(d) Any project labor agreement reached pursuant to this provision does not change the terms of the resulting contract or provide for any price adjustment by the Government.

(e) The Offeror shall submit to the Contracting Officer a copy of the project labor agreement with its offer.

(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** percent of the bid price or **\$3,000,000**, whichever is less.-

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

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

(End of provision)

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

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

(b) An organized site visit has been scheduled for – **November 6, 2024 from 09:00 AM to 12:00 PM ET**

(c) Participants will meet at – **0845 FRC quarterdeck, Building 101 at intersection of Ranger and Yorktown.**

**Note: Requirements to obtain access to the base and the site will be provided via amendment.**

(End of provision)

#### **252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation (May 2021)**

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

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

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

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

(d) *Representation.* If in its annual representations and certifications in SAM the Offeror has represented in paragraph

(c) of the provision at [252.204-7016](#), Covered Defense Telecommunications Equipment or Services—Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

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

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

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

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

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

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

(End of provision)

### **252.204-7019 Notice of NISTSP 800-171 DoD Assessment Requirements.**

As prescribed in 204.7304(d), use the following provision:

#### NOTICE OF NIST SP 800–171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)

(a) *Definitions*.

“Basic Assessment”, “Medium Assessment”, and “High Assessment” have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

“Covered contractor information system” has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) *Requirement*. In order to be considered for award, if the Offeror is required to implement NIST SP 800–171, the Offeror shall have a current assessment ( *i.e.*, not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204–7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800–171 DoD Assessments are described in the NIST SP 800–171 DoD Assessment Methodology located at <https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf>.

(c) *Procedures*.

System Security Plan

CAGE Codes supported by this plan

Brief description of the plan architecture

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) () for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) *Summary level scores.* Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) *Accessibility.*

- (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
- (ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).
- (iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

### **252.225-7059 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region–**

#### **PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION– REPRESENTATION (JUN 2023)**

(a) Definitions. "Forced labor" and "XUAR", as used in this provision, have the meaning given in the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(b) Prohibition. DoD may not knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs, as specified in paragraph (b) of the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(c) Representation. By submission of its offer, the Offeror represents that it has made a good faith effort to determine that forced labor from XUAR will not be used in the performance of a contract resulting from this solicitation.

(End of provision)

**252.225-7966 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS - REPRESENTATION (DEVIATION 2024-O0006, REVISION 1) (MAR 2024)**

(a) Definitions. The terms business operations and fossil fuel company have the meanings given in the 252.225-7967 clause of this solicitation.

(b) Representation. By submission of an offer, the Offeror represents it is not, or that it does not knowingly have fossil fuel business operations with an entity or individual that is, 50 percent or more owned, individually or collectively, by—

(1) An authority of the government of the Russian Federation; or

(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas-

(i) Through the Russian Federation for sale outside of the Russian Federation; and

(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

(End of provision)

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**SECTION 00700 - CONTRACT CLAUSES**

All terms and conditions of the 2021 Large AO Multiple Award Construction Contract (MACC) N69450-21-D-0056/0057/0058/0059/0060/0061/0062 and N69450-22-D-0011/0012/0013 apply to this solicitation.

**CLAUSES INCORPORATED BY REFERENCE:**

- 52.204-2, Security Requirements (MAR 2021)
- 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)
- 52.216-32, Task-Order and Delivery-Order Ombudsman (Sept 2019)
- 52.222-55, Minimum Wages Under Executive Order 14026 (Jan 2022)
- 52.225-12, Buy American Requirement—Construction Materials Under Trade Agreement (MAY 2014)
- 52.228-15, Performance and Payment Bonds—Construction (JUN 2020)
- 252.204-7020, NIST SP 8000-171 DoD Assessment Requirements (MAR 2022)

**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 fifteen (15) calendar days after the date the Contractor receives the task order award, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **1,145** calendar days from task order award. 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 **listed below** for each calendar day of delay until the work is completed or accepted.

CLIN	Description	Amount Per Calendar day of Delay
0001 Base Bid	Demolition and Construction for Hangar 101 F-35 Facility Renovation	\$4,211.75
0002 - Option 1	Demolition & Construction of Battery Shop	\$125.43
0003 - Option 2	Stormwater Investigation and Design	\$0.00
0004 - Option 3	Pre-Conditioned Cooling Air System (PCAS)	\$651.46
0005 – Option 4	Audio Visual Equipment	\$0.00
0006 – Option 5	Furniture, Fixtures, & Equipment	\$254.04
0007 – Option 6	Intrusion Detection and Access Control Equipment	\$0.00
0008 - Option 7	Vertical Lift Modules	\$287.24

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

(End of Clause)



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

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

CLIN/Option Number	Description	Exercise Option
0002 – Option 1	Demolition and Construction for Battery Shop	Within 90 calendar days of task order award date
0003 – Option 2	Stormwater Investigation and Design	Within 90 calendar days of task order award date
0004 – Option 3	Pre-Conditioned Cooling Air System (PCAS)	Within 90 calendar days of task order award date
0005 – Option 4	Audio-Visual Equipment	Six months prior to contract completion date.
0006 – Option 5	Furniture, Fixtures and Equipment (FF&E)	Six months prior to contract completion date.
0007 – Option 6	Intrusion Detection and Access Control Equipment	Within 90 calendar days of task order award date
0008 – Option 7	Vertical Lift Modules	Within 90 calendar days of task order award date

(End of clause)

**52.222-34 Project Labor Agreement.**

As prescribed in [22.505\(b\)\(1\)](#), insert the following clause:

PROJECT LABOR AGREEMENT (JAN 2024)

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

*Construction* means construction, reconstruction, rehabilitation, modernization, alteration, conversion, extension, repair, or improvement of buildings, structures, highways, or other real property.

*Labor organization* means a labor organization as defined in [29 U.S.C. 152\(5\)](#) of which building and construction employees are members.

*Large-scale construction project* means a Federal construction project within the United States for which the total estimated cost of the construction contract(s) to the Federal Government is \$35 million or more.

*Project labor agreement* means a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project and is an agreement described in [29 U. S.C.158\(f\)](#).

(b) The Contractor shall maintain in a current status throughout the life of the contract the project labor agreement entered into prior to the award of the contract.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts with subcontractors engaged in construction on the construction project.

(End of clause)

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

As prescribed in [25.1102\(c\)](#), insert the following clause:

##### BUY AMERICAN-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2023)

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

*Caribbean Basin country construction material* means a construction material that—

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

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

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

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

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

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

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

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

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

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

*Cost of components* means—

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

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

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

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

*Designated country* means any of the following countries:

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

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

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

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

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

*Domestic construction material* means—

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.

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

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

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

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

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

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

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

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

*Least developed country construction material* means a construction material that-

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

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

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

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

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

*WTO GPA country construction material* means a construction material that-

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

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

(b) Construction materials.

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

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

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

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

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

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

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

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

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

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

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

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

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no

domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)(1) of this clause.

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the

unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item1			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item1			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

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

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

[ *Include other applicable supporting information.* ]

(End of clause)

**52.236-4 -- Physical Data (Apr 1984)**

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by – **Refer to DB RFP.**

(b) Weather conditions – **Refer to DB RFP.**

(c) Transportation facilities – **Refer to DB RFP.**

(End of Clause)

**252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.**

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS  
EQUIPMENT OR SERVICES (JAN 2023)

Definitions. As used in this clause—

“Covered defense telecommunications equipment or services” means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;
- (2) Telecommunications services provided by such entities or using such equipment; or
- (3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Covered foreign country” means—

- (1) The People’s Republic of China; or
- (2) The Russian Federation.

“Covered missions” means—

- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

“Critical technology” means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;



- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

(b) *Prohibition.* In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement [204.2104](#).

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

(d) *Reporting.*

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

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

(i) Within 3 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

(End of clause)

**252.225-7967 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS  
(DEVIATION 2024-O0006, REVISION 1) (FEB 2024)**

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

"Business operations" means knowingly engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other known apparatus of business or commerce. The term does not include-

- (1) Any shipment subject to price caps as specified in the -

(i) "Statement of the G7 and Australia on a Price Cap for Seaborne Russian-Origin Crude Oil", issued on December 2, 2022, between member countries of that coalition; or

(ii) "Statement of the G7 and Australia on Price Caps for Seaborne Russian-Origin Petroleum Products Berlin, Brussels, Canberra, London, Ottawa, Paris, Rome, Tokyo, Washington", issued on February 4, 2023, between such members, if such shipment complies with the applicable price caps; or

(A) Actions taken for the benefit of the country of Ukraine, as determined by the Secretary; or

(B) Actions taken to support the suspension or termination of business operations for commercial activities during the period beginning on the effective date and ending on December 31, 2029, including -

(1) Any action to secure or divest from facilities, property, or equipment;

(2) The provision of products or services provided to reduce or eliminate operations in territory internationally recognized as the Russian Federation or to comply with sanctions relating to the Russian Federation; and;

(3) Activities that are incident to liquidating, dissolving, or winding down a subsidiary or legal entity in Russia.

Fossil fuel company means an entity or individual that -

(1) Carries out oil, gas, or coal exploration, development, or production activities;

(2) Processes or refines oil, gas, or coal; or

(3) Transports, or constructs facilities for the transportation of, Russian oil, gas, or coal.

(b) Prohibition. In accordance with section 804 of the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. 118-31), the Contractor is prohibited from entering into a subcontract or other contractual instrument for the procurement of products or services with any entity or individual that is known to be, or that is known to have fossil fuel business operations with an entity or individual that is, not less than 50 percent owned, individually or collectively, by -

(1) An authority of the government of the Russian Federation; or

(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas -

(i) Through the Russian Federation for sale outside of the Russian Federation; and

(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

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

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

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

**Navy Construction Facilities Maintenance (NAVCON)**

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

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

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<b>N68732</b>
Issue By DoDAAC	<b>N69450</b>
Admin DoDAAC**	<b>N69450</b>
Inspect By DoDAAC	<b>N44226</b>
Ship To Code	<b>N/A</b>
Ship From Code	<b>N/A</b>
Mark For Code	<b>N/A</b>
Service Approver (DoDAAC)	<b>N/A</b>
Service Acceptor (DoDAAC)	<b>N/A</b>
Accept at Other DoDAAC	<b>N44226</b>
LPO DoDAAC	<b>N44226</b>
DCAA Auditor DoDAAC	<b>N/A</b>
Other DoDAAC(s)	<b>TBD</b>

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

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

(g) WAWF point of contact.

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

**Inspector: TBD**

**Acceptor: TBD**

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

(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

**Files**

**1693781 Corrected Final DB-RFP Revised (2024-04)**

(End of Clause)

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**SECTION 00800 – SPECIAL CONTRACT REQUIREMENTS**  
N/A

**SECTION 00830 - WAGE DETERMINATION**

"General Decision Number: FL20240202 09/27/2024

Superseded General Decision Number: FL20230202

State: Florida

Construction Type: Building

County: Duval County in Florida.

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)(1).

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If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$17.20 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 2024.

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| If the contract was awarded on | . Executive Order 13658 |  
| or between January 1, 2015 and | generally applies to the |

January 29, 2022, and the	contract.		
contract is not renewed or	. The contractor must pay all		
extended on or after January	covered workers at least		
30, 2022:	\$12.90 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 2024.		
\_\_\_\_\_		\_\_\_\_\_	

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 01/05/2024
- 1 01/12/2024
- 2 03/15/2024
- 3 04/19/2024
- 4 05/31/2024
- 5 07/12/2024
- 6 09/27/2024

ASBE0013-001 05/15/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.00	12.30
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CARP0702-001 08/01/2020

	Rates	Fringes
CARPENTER (Includes Drywall Hanging and Form Work).....	\$ 23.63	13.30

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 ELEC0177-004 01/01/2024

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 33.46	14.44

PAID HOLIDAYS: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, The Day after Thanksgiving and Christmas Day.

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 ELEV0049-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 48.92	37.885+a+b

FOOTNOTE:

a. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

b. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day, Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

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 ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane All Cranes 160 Ton Capacity and Over.....	\$ 33.05	9.20

All Cranes Over 15 Ton

Capacity.....	\$ 32.05	9.20
OPERATOR: Forklift.....	\$ 23.25	9.20
OPERATOR: Mechanic.....	\$ 32.05	9.20
OPERATOR: Oiler.....	\$ 23.50	9.20

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 IRON0402-001 10/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 27.75	15.27

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 \* PLUM0234-006 09/01/2024

	Rates	Fringes
PLUMBER.....	\$ 36.50	17.09

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 \* PLUM0234-011 09/01/2024

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation).....	\$ 36.50	17.09

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 SFFL0821-004 07/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 33.03	23.11

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 SHEE0435-003 04/01/2024

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 28.31	16.15

A: Holiday Pay: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day

\* SUFL2014-010 08/16/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 17.38	0.00
IRONWORKER, REINFORCING.....	\$ 22.81	11.58
IRONWORKER, STRUCTURAL.....	\$ 17.66	4.49
LABORER: Common or General, Including Cement Mason Tending...	\$ 13.62 **	0.00
LABORER: Pipelayer.....	\$ 13.73 **	1.07
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 14.44 **	1.40
OPERATOR: Bulldozer.....	\$ 15.40 **	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 14.83 **	1.84
OPERATOR: Roller.....	\$ 14.43 **	4.78
PAINTER: Brush, Roller and Spray.....	\$ 15.62 **	2.05
ROOFER.....	\$ 16.99 **	0.00
TILE SETTER.....	\$ 18.01	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.22 **	2.12
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24 **	0.00

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

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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) (iii)).

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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.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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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"