

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912DR20R0010	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 28-Feb-2020	PAGE OF PAGES 1 OF 74
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY USACE BALTIMORE 2 HOPKINS PLAZA BALTIMORE MD 21201 TEL: _____ FAX: _____	CODE W912DR	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: _____ FAX: _____
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9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i>
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SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

Project Title: U.S. Army Medical Research Acquisition Activity (USAMRAA) - Building Replacement

Project Description: Construct a Medical Research Acquisition Building to accommodate contracting staff supporting the Army worldwide medical research programs which support the US Army Medical Research and Materiel Command (USAMRMC) headquartered at Fort Detrick, MD.

This is an unrestricted acquisition utilizing a Design-Bid-Build Best Value Tradeoff Process. Contractors are requested to review requirements and instructions for the selection process in response to this Request for Proposal.

NAICS Code: 236220 (Size Standard \$39.5M)

MAGNITUDE OF CONSTRUCTION: Between \$10,000,000 and \$25,000,000

11. The Contractor shall begin performance within 10 calendar days and complete it within 640 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See FAR 52.211-10 _____.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 5 copies to perform the work required are due at the place specified in Item 8 by 11:00 AM (hour) local time 31 Mar 2020 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>	15. TELEPHONE NO. <i>(Include area code)</i>
CODE FACILITY CODE	16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES
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18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.									
DATE									

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)
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26. ADMINISTERED BY CODE	27. PAYMENT WILL BE MADE BY: CODE
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>	31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>	
30B. SIGNATURE	30C. DATE	TEL: EMAIL:
		31B. UNITED STATES OF AMERICA BY
		31C. AWARD DATE

Section 00 10 00 - Solicitation

PRICE SCHEDULE

Base Bid Items

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	All cost in connection with construction of the USAMRAA-HQ Building, complete to the 5-foot line outside of the building, complete as shown on drawings and specifications, but exclusive of work described in Contract Line Item (CLIN) 0002, 0003, 0004, 0005, 0006, 0007, 0009, 0010, and 0011.	---	JOB	LS	\$_____
0002	All costs in connection with construction of the USAMRAA-HQ outside the facilities' 5-foot line, complete as shown on drawings and specifications, but exclusive of work described in Contract Line Item (CLIN) 0001, 0003, 0004, 0005, 0008, 0010, and 0011.	---	JOB	LS	\$_____
0003	All costs in connection with site demolition; building demolition (including but not limited to Buildings 819 and 820 (aka the steam huts), T-817, T-818, and T-820; asbestos abatement as shown on drawings and specifications but exclusive of work described in Contract Line Item (CLIN) 0001, 0002, 0004, 0005, 0006, 0007, 0008, 0009, 0010, and 0011.	---	JOB	LS	\$_____

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004	All costs in connection with the cybersecurity Subject Matter Expert (SME) as required by Specification Section 25 05 11.01 but exclusive of work described in Contract Line Item (CLIN) 0001, 0002, 0003, 0005, 0006, 0007, 0008, 0009, 0010, and 0011.	---	JOB	LS	\$_____
0005	All costs in connection with the cybersecurity Subject Matter Expert (SME) as required by Specification Section 25 05 11.02 but exclusive of work described in Contract Line Item (CLIN) 0001, 0002, 0003, 0005, 0006, 0007, 0008, 0009, 0010, and 0011.	---	JOB	LS	\$_____
0006	All costs in connection with removal of excavated rock (mass excavation). See Section 01 22 00.00 10, PRICE AND PAYMENT PROCEDURES for further information regarding the subject Contract Line Item (CLIN).	3,000	CY	\$_____	\$_____
0007	All costs in connection with removal of excavated rock (trench). See Section 01 22 00.00 10, PRICE AND PAYMENT PROCEDURES for further information regarding the subject Contract Line Item (CLIN).	320	CY	\$_____	\$_____
0008	All costs in connection with micropile drilling. See Section 01 22 00.00 10, PRICE AND PAYMENT PROCEDURES for further information regarding the subject Contract Line Item (CLIN).	4,000	LF	\$_____	\$_____

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0009	All costs in connection with flowable fill. See Section 01 22 00.00 10, PRICE AND PAYMENT PROCEDURES for further information regarding the subject Contract Line Item (CLIN).	60	CY	\$ _____	\$ _____
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TOTAL ESTIMATED BASE BID AMOUNT \$ _____

Optional Bid Items

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0010	All cost in connection with the Chandler Street parking lot extension as shown on drawing Sheet CS-100 and associated sheets.	---	JOB	LS	\$ _____
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0011	All costs in connection with coordinating of installation of the Furniture, Fixtures, and Equipment (FF&E) with the Vendor of a separate Government FF&E contract in accordance with the (a) Notional Concept FF&E drawings and specifications and (b) the Independent Government Cost Estimate placeholder for the separate FF&E contract in the rough order of magnitude of \$3,084,000.00 Cost to include (a) coordinating the final FF&E locations for power and data connection based on FF&E Vendors shop drawings and (b) making final FF&E power and data connections to building fitup infrastructure in accordance with the drawings and specifications.				\$ _____
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TOTAL ESTIMATED BASE AND OPTIONAL BID AMOUNT \$ _____

NOTES TO OFFERORS

Offerors must quote on all items including Optional Items. Failure to quote on all items may be cause for rejection of the proposal.

Optional Item 0010 may be exercised at any time within 120 calendar days after notice to proceed. Optional Item 0011 may be exercised at any time within 180 calendar days after notice to proceed. The Government may exercise any, all or none of the listed Optional Items in any order. The Contracting Officer may exercise the Optional Items by written notice to the Contractor, postmarked within the period specified.

No additional time for contract completion will be allowed when an Optional Item is exercised.

VARIATION IN ESTIMATED QUANTITIES. If the quantity of a unit-price item in this contract is an estimated quantity and the actual quantity of the unit-price item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified. (FAR 52.211-18 APR 1984)

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

STATEMENT OF WORK

U. S. Army Medical Research Acquisition Activity - Building Replacement Fort Detrick, Maryland

The work includes the construction of the new U.S. Army Medical Research Acquisition Activity (USAMRAA-HQ) facility, planned as a 3-story structure providing a modern, flexible and efficient work environment that will support the administrative requirements associated with the medical research acquisition activities that USAMRAA is responsible for.

The program includes 54,730 SF of typical office space as well as a high density storage room, two large conference rooms and miscellaneous support spaces. The program calls for an open office environment with predominantly open work stations.

The design has a partial Ground Floor with the main entrance close to the parking, a full First Floor with the ceremonial entrance facing the parade field and a partial Second Floor with access to a roof terrace.

The ceremonial entrance, on the parade field side, enters the building on the First Floor while the main entrance from the parking enters the building on the Ground Floor. An entry court and potential exterior gathering space, formed by a retaining wall perpendicular to Doughten Drive, lead to a main entry point from the parking. The approach to the ceremonial entrance, from the parade field, is gently graded up to the First Floor entry point to improve the prominence of the building on the site.

(See Specification USAMRAA-HQ Final, Section 01 11 00 Summary of Work for detailed work requirements)

Section 00 21 16 - Instructions to Proposers

PROPOSAL SUBMISSION

NOTES TO OFFERORS

1. PROPOSAL CONDITIONS

- a. This Request for Proposal (RFP) seeks proposals from Offerors interested in being selected for construction of the United States Army Medical Research Acquisition Activity (USAMRAA) Headquarters (HQ), Fort Detrick, Maryland. This is a competitive acquisition for the single award of a Firm-Fixed-Price (FFP) construction contract.
- b. All RFIs must be submitted via ProjNet (additional information below). RFI period will close on 12 March 2020 at 1200PM EST.
- c. A site visit will be held on 09 March 2020 at 1000AM EST. The meeting location will be the U.S. Army Corps of Engineers Ft. Detrick Residence Office located at 1537 Porter Street, Ft. Detrick, MD 21702. Please contact Patricia.Morrow@usace.army.mil with list of attendees no later than 11 March 2020 at 1200PM EST.

2. COMPETITION: Full and Open Competition.

3. SUBMISSION OF PROPOSALS

- a. All proposals must be submitted in accordance with the procedures set forth in Block 13 of Page 1 of this Solicitation document. Proposals or modifications to proposals that are received by facsimile will not be considered.
- b. Hand Carried and Mailed Proposal: It is the responsibility of each offeror to ensure that its proposal is received by the Baltimore District's – Contracting Branch, located at 2 Hopkins Plaza, Room 03-G-23, Baltimore, MD 21201 prior to the date and time set for the receipt of the proposals – See Block 13A of Page 1 of the Solicitation.
- c. SF 1442 BACK (Page 2 of the Solicitation): Offerors are required to acknowledge the receipt of all amendments to the Solicitation on the Standard Form 1442 in Block 19. Offerors shall fully complete all the required areas located under the section designated as "OFFER" (refer to Items 14 through 20C).
- d. BID GUARANTEE: The offerors are required to submit a Bid Guarantee for this procurement along with their price submission. Any offeror failing to submit an authentic Bid Guarantee will be considered non-responsive to the Solicitation and ineligible for award. The Bid Guarantee shall be in the amount of 20% of the bidder's price or \$3,000,000.00, whichever is less.
- e. BONDS AND INSURANCE: The Contractor will be required to furnish proof of insurance, including copies of the required endorsements, and performance and payment bonds within 10 calendar days following the Contractor's receipt of the contract award.

4. REQUESTS FOR INFORMATION

Technical inquiries and questions relating to this solicitation are to be submitted via Bidder Inquiry in ProjNet at (<https://www.projnet.org>). To submit and review inquiry items, prospective vendors will need to use the Bidder Inquiry Key presented below and follow the instructions listed below the key for access. A prospective vendor who submits a comment/question will receive an acknowledgement of their comment/question via email. Another email to the same address will notify the prospective vendor once the reply is available for viewing.

The Bidder Inquiry Key is B48IMY-7CIEI5.

Specific Instructions for ProjNet Bid Inquiry Access:

1. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
2. Identify the Agency. This should be marked as USACE.
3. Key. Enter the Bidder Inquiry Key listed above.
4. Email. Enter the email address you would like to use for communication.
5. Click Continue. A page will then open saying that a user account was not found and will ask you to create one using the provided form.
6. Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret Question and Answer as they will be used from this point on to access the ProjNet system.
7. Click Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

Specific Instructions for Future ProjNet Bid Inquiry Access:

1. For future access to ProjNet, you will not be provided any type of password. You will utilize your Secret Question and Secret Answer to log in.
2. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
3. Identify the Agency. This should be marked as USACE.
4. Key. Enter the Bidder Inquiry Key listed above.
5. Email. Enter the email address you used to register previously in ProjNet.
6. Click Continue. A page will then open asking you to enter the answer to your Secret Question.
7. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system.

The call center operates weekdays from 8AM to 5PM U.S. Central Time Zone (Chicago). The telephone number for the Call Center is 800-428-HELP.

***** NOTE: QUESTIONS ANSWERED IN PROJNET ARE NOT OFFICIAL. OFFICIAL ANSWERS WILL BE ISSUED VIA AN AMENDMENT. *****

A. BASIS FOR AWARD

This Request for Proposal (RFP) seeks proposals from Offerors interested in being selected for construction of the United States Army Medical Research Acquisition Activity (USAMRAA) Headquarters (HQ), Fort Detrick, Maryland. This is a competitive acquisition for the single award of a Firm-Fixed-Price (FFP) construction contract.

A contract will be awarded to the Offeror whose proposal represents the best value to the Government. The best value determination will be based on a comparative assessment of proposals against all source selection criteria in the solicitation, considering recommendations and minority opinions presented to the Source Selection Authority (SSA).

B. FACTORS TO BE EVALUATED

Award will be made to the Offeror whose proposal is the best value and most advantageous to the Government based on an integrated assessment of the evaluation factors described below.

Factor 1: Past Performance. The Government will evaluate the extent of recent, relevant performance of the prime offeror and team members and assign a performance confidence evaluation. There are two aspects to the performance confidence evaluation: relevancy and quality assessment. The Government will evaluate these aspects to establish one performance confidence rating which will be given for this factor.

Factor 2: Management Approach. The Government will evaluate the offeror's explanation of its proposed technical approach to the project. The Government will evaluate the strengths, weaknesses and any deficiencies in the submission and assign one combined technical and risk rating for this factor.

Factor 3: Small Business Participation Plan. The Government will evaluate the extent to which the Offeror intends to meet the small business objectives, requirements and participation goals. The Government will evaluate the strengths, weaknesses and any deficiencies in the submission and assign one combined technical and risk rating for this factor.

Factor 4: Price. The Government will evaluate price reasonableness.

RELATIVE WEIGHT OF EVALUATION FACTORS

Past Performance and Management Approach are of equal importance. Small Business Participation Plan is the least important non-price factor. All non-price factors, when combined, are more important than price.

C. EVALUATION APPROACH

OFFEROR TEAMS

The Offerors must provide a statement that all individuals, including subcontractors, working on this project shall be US Citizens.

For purposes of the Request for Proposal (RFP), an "Offeror" may include a group of two (2) or more entities that have formed a "contractor team arrangement," as that term is defined in the Federal Acquisition Regulation, Part 9.6. In the case of entities that have formed a contractor team arrangement, the experience and performance history of any member of the team, whether or not gained while working with the other member(s) of the currently-proposed contractor team arrangement, will be considered as a part of the evaluation of the Offeror's proposal.

In the case of contractor team arrangements involving a prime contractor and subcontractor(s), where the prime contractor submits the proposal in response to this solicitation, the prime contractor must have completed at least fifty percent (50%) of the total number of projects that meet the requirements for Factor 1 for consideration in response to the experience requirements of this solicitation.

An Offeror that relies upon the experience and performance history of a member, members or affiliates of a proposed contractor team arrangement must provide a teaming agreement or commitment (in the case of any affiliates) signed by all parties. The Teaming agreement/ commitment shall:

1. Identify the legal name(s) and cage code(s) of all entities.
2. Describe the nature of each entity's relationship (partnership, joint venture, prime/sub or mentor/protégé) and their role on this project as a part of their proposal. The Offeror will be expected to maintain that arrangement during performance of any contract awarded to that Offeror under this RFP.
3. Include the estimated percentage of work to be completed by each member submitted for this RFP.

The following are to be used in determining the status of the Offeror's team for the evaluation of project submissions under Factor 1:

1. In the case of contractor team arrangements involving a Prime Contractor and Subcontractor(s), where the Prime Contractor submits the proposal in response to this RFP, the Prime Contractor is considered the "Prime Offeror".
2. In the case of joint ventures, the "Prime Offeror" experience is limited to joint venture members with signed agreements. The signed Joint Venture agreement must be submitted along with the teaming agreement.
3. In the case of mentor/protégé relationships, the relationship must be established by the two Offerors and approved by the chosen Government Agency prior to proposal submission. The "Prime Offeror" experience is limited to entities with signed agreements. The approved mentor/protégé document from the relevant Government Agency must be submitted along with the teaming agreement.
4. In the case of additional projects submitted by subcontractors, the subcontractor must submit the final cost of their portion of the project along with total project cost and all other required information.
5. In the case of Offerors that are large, multi-function firms (consisting of subsidiaries), experience must only be submitted by the segment of the firm (e.g., division, group, and unit) that is submitting a proposal in response to this RFP.
6. In the case of affiliates, Past performance of an Offeror's "affiliate," as that term is defined in FAR 2.101, will be evaluated (as described within this section) if the Offeror demonstrates a firm commitment that the affiliate will participate meaningfully in the performance of the contract. This commitment and meaningful participation shall be described in a document signed by authorized representatives of both the Offeror and its affiliate.

The contractor team agreement/commitment shall be provided at the beginning of the Offeror's proposal and will not be included in the overall page count. If a teaming agreement or commitment is not provided, the projects of any team members outside of the Prime Offeror will not be considered.

1. FACTOR 1 – PAST PERFORMANCE.

There are two aspects to the performance confidence evaluation: relevancy and quality of past performance. In accordance with FAR 15.305(a)(2), the currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. Relevance and quality of performance will be combined to establish one performance confidence assessment rating for each Offeror.

1.1. RELEVANCY OF PAST EXPERIENCE:

The Offeror shall submit information on three (3) completed projects demonstrating the Offeror's recent and relevant experience.

All projects must have a construction completion date no earlier than six (6) years preceding the original date of issuance of this solicitation. Projects that have a Beneficial Occupancy Date (BOD) within the same date range will also be considered. BOD is the point at which the customer determines the facility or area can be occupied from both a regulatory and work function standpoint. These projects must be of relevant scope and complexity and have either a minimum project size 50,000 SF building or demonstrate a minimum completion value of \$15,000,000.00 considering adjustment for escalation from project completion to the date of issuance of this solicitation. Any

escalated values are to be labeled as escalated and the Offeror must explain in detail their escalation rationale, which must include any formulas, calculations, assumptions, etc.

Each submitted project shall also include a detailed discussion of at least two (2) or more of the following elements. Discussion/documentation of additional elements may be considered more highly.

- Construction of a multi-story building with associated staff offices, and conference rooms;
- Experience working on a military post around government housing and/or adjacent to occupied structures;
- Experience working on a congested construction site with nearby pedestrian travel;
- Security Equipment and systems;
- Experience with foundations in karst geology environment;
- Projects including all of the following: parking lot, landscaping and lighting.

The information that is required to be supplied is identified on the form provided entitled “EXPERIENCE IN RELEVANT PROJECTS” (Attachment A). Offerors are not required to use the form itself as part of their proposal, but the information requested on the form must be in the Offeror’s proposal and should be in the same format as the form. Offerors may expand the form as necessary to accommodate the required project information.

1.2. PERFORMANCE ASSESSMENT

For each of the projects submitted, provide a copy of the Contractor Performance Assessment Reporting System (CPARS) report, or Past Performance Questionnaire (PPQ) (Attachment B) to a representative of the owner. The PPQ included in the subject RFP is provided for the Offeror or its team members to submit to the owner for each project. Ensure correct phone numbers and email addresses are provided for the owner point of contact. Organize all Past Performance Information in the same order in which the Projects are submitted.

Submit completed PPQs with your proposal. If the Offeror is unable to obtain a completed PPQ from an owner for a project(s) before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). At the owner's discretion, PPQs may be submitted directly to the Government's point of contact, Patricia Morrow, via email at Patricia.Morrow@usace.army.mil prior to proposal closing date. If you have questions regarding the PPQs, or require assistance, please contact Patricia Morrow.

Submitted PPQs must only reference this solicitation. Contractor Assessment Reporting System (CPARS) ratings will take precedence over PPQs.

Past performance information may be obtained from any other sources available to the Government, to include, but not limited to, Federal Awardee Performance and Integrity Information System (FAPIIS), Contractor Assessment Reporting System (CPARS) or other databases using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/ subsidiary/ affiliate) identified in the Offeror’s proposal; interviews with Program Managers, Contracting Officers, and Fee Determining Officials; and the Defense Contract Management Agency. The information obtained from these sources will be evaluated supplementary to the past performance questionnaires. In reference to the contracts pulled from these sources, the relevancy of the projects, completion dates, ratings and comments in the individual categories and overall ratings will be considered in making the overall confidence assessment.

1.3. RATING METHODS

Each submitted project will be assigned one of the levels of relevancy shown in Table 1.

Table 1. Past Performance Relevancy Rating Method

Adjectival Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this RFP requires.

Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this RFP requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this RFP requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this RFP requires.

In reviewing each past performance effort by the Offeror, the Source Selection Team (SST) will then evaluate the overall quality of the Offeror's past performance (see FAR 15.304(c)(2)) to determine the performance confidence assessment rating. The past performance evaluation conducted in support of a current source selection does not establish, create, or change the existing record and history of the Offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the Offeror performed those past contracts.

The SST will review all past performance information collected and determine the quality of the Offeror's performance, general trends, and usefulness of the information and incorporate these into the performance confidence assessment (see Table 2 below).

The past performance confidence assessment rating is based on the Offeror's overall record of recency, relevancy, and quality of performance. At the conclusion of the assessment, the Offeror shall be assigned one of the ratings in Table 2. In the case for which there is no information on past contract performance or where past contract performance information is not available, the Offeror will not be evaluated favorably or unfavorably on the factor of past contract performance. In this case, the Offeror's past performance is unknown and assigned a performance confidence rating of "neutral".

Table 2. Performance Confidence Assessment

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

2. FACTOR 2 – MANAGEMENT APPROACH

2.1. Project Narrative

The Offeror must submit a detailed narrative to demonstrate technical capability. The Offeror shall provide a start-to-finish narrative of how they will perform the entire project, how they will comply with the construction parameters of the subject RFP, and how they plan to sequence the work described in this RFP. The narrative must be a comprehensive, start-to-finish discussion of the significant features of this work, address the assumptions and techniques to be used in this project and the various engineering disciplines involved (e.g., site work, structural, mechanical, electrical, etc.), and any special or critical items to be accomplished (e.g., Life Safety, Security Systems and Equipment). The narrative shall address in detail the Offeror's approach to sitework, to include the overall demolition plan, stormwater management, connection to the Installation's site underground utilities, and protection of the City water line.

2.2. Pre-Award Project Schedule

The Offeror shall submit a schedule in hard form. The submitted schedule must demonstrate use of the Critical Path Method (CPM) of calculation. The schedule must demonstrate a reasonable approach and understanding of the solicitation requirements and project schedule specifications for this project:

At minimum the CPM schedule shall include all but not limited to the following Mandatory Tasks/Critical Activities (with appropriate durations):

- Submittal processing/review/approval activities;
- Site preparation;
- Material procurement to include any long lead items;
- Demolition;
- Underground utilities;
- Foundation Work;
- Testing and Commissioning;

Period of Performance is considered to be the issuance of the Notice to Proceed (NTP) to project completion.

2.3. Project Management

The Offeror shall provide its proposed management approach for the solicited project which meets the solicitation requirements. This narrative shall be provided in a manner for those unfamiliar with the Offeror to be able to comprehend its management approach for the solicited project and include at a minimum but not limited to:

- Lines of communication and key personnel;
- Construction approaches when working in close proximity to occupied facilities in a campus environment;
- Subcontractor coordination;
- Customer coordination;
- Schedule management/maintenance; and
- Steps to be taken to minimize the impact of critical items, changes, permits, etc.

2.4. RATING METHODS

The Offeror shall be assigned one of the following ratings for Factor 2 and Factor 3.

Table 3. Combined Technical/ Risk Ratings

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

3. VOLUME II – EVALUATION CRITERIA (FACTOR 3: SMALL BUSINESS PARTICIPATION PLAN (SBPP))

3.1. SBPP MINIMUM SUBMISSION CRITERIA

All Offerors (both large and small businesses) regardless of size status shall address their planned small business usage for this requirement and will be evaluated on the level of proposed participation of U.S. small businesses in the performance of this acquisition (as small business prime Offerors or small business subcontractors) relative to the objectives, requirements and goals established herein. A small business prime Offeror's own participation as a prime counts towards the percentages set in this evaluation factor, and small businesses are not required to subcontract to other small businesses in order to achieve the small business participation goals.

Large business contractors may achieve the small business participation goals through subcontracting to small businesses. Small business contractors may achieve small business participation goals through their own performance/participation as a prime and also through a joint venture, teaming arrangement, and subcontracting to other small businesses.

The Offeror shall articulate within their SBPP how they intend to meet the small business objectives, requirements and participation goals. Nothing precludes an Offeror from further demonstrating their extent of commitment to use small businesses beyond what has been required by the subject RFP. Offerors are encouraged to submit: proof of awards, accolades, etc., received for their current and/or past support of small businesses (e.g. pictures of award(s), successful Small Business Administration Surveillance Review findings), Contractor Performance Assessment Reporting System (CPARS) that address small business utilization, etc.; discuss and submit proof of any specific outreach efforts performed in support of this requirement (e.g. holding internal or external meetings with potential small business subcontractors, ads, any conference attendance or host) that demonstrates the Offerors' effort to identify small business subcontractors specifically in support of this requirement (e.g. roster, attendance sheet, etc.), proof of any other pertinent information that demonstrates the Offerors' current and/or past efforts to support small businesses.

Material submitted in support of the SBPP shall be organized sequentially and all pages must be numbered to facilitate evaluation. The Small Business Evaluation Team will not look to obtain information in support of an Offerors SBPP from other binders/volumes.

Do not submit a hybrid plan that includes a combination of elements from a SBPP (IAW DFARS PGI 215.304) and elements of a Subcontracting Plan (IAW FAR 52.219- 9/AFARS Appendix DD) as the two are distinctly different. Doing so will result in a weakness. Offerors submitting SBPPs for this project should limit submissions to data essential for the evaluation of plans.

The Government will evaluate:

- a. The extent to which small business firms of each category, as defined in FAR Part 19, are specifically identified in

proposals;

- b. The extent of commitment to use such firms (enforceable commitments will be considered more favorably than non-enforceable ones).

Note: Describe what types of commitments if any are in place for this specific acquisition either - small business prime, written contract, verbal, enforceable, non- enforceable, joint ventures, mentor-protégé, teaming agreements, partnership letters of commitment(s), etc.). Provide documentation regarding commitments to small business for this effort. Copies of such agreements should be provided as part of the small business participation plan.

In order to receive credit for letters of commitments, the SBEB must be able to verify that the commitment must (1) be with a small business, (2) include the socioeconomic type of the small business and the services/supplies to be provided e.g. ABC Company, a WOSB, will provide commissioning, (3) be specific to the subject requirement by indicating the solicitation number, and (4) include legible signature blocks and signatures from BOTH parties acknowledging the business relationship. SB firms identified within an enforceable commitment must also be listed within section (d) of the SBPP format.

- c. Identification of the complexity and variety of the work small firms are to perform;

Note: Offerors must identify supplies/services to be performed by small businesses that are considered meaningful elements of the requirement.

- d. The extent of participation of small business prime Offerors and small business subcontractors in terms of the percentage of the **value of the total acquisition** (not the percentage of subcontracted dollars).

Note: Offerors shall provide both the percentage and total dollars to be performed by small businesses and each subcategory (based on the total contract value). The Government will verify the total proposed price (not individual cost elements), and any subcontracting information with the Cost/Price team to ensure the dollar amounts are consistent with what is being proposed in the SBPP. If an Offeror doesn't use the value of their total acquisition to base their participation goals on it will result in a significant weakness.

The extent to which the Offeror meets or exceeds the goals. The goals for this procurement are:

Small Business (SB):	{27%} of the total contract value
Small Disadvantaged Business (SDB):	{6%} of the total contract value
Women-Owned Small Business (WOSB):	{6%} of the total contract value
Underutilized Business Zone (HUBZone)	{2%} of the total contract value
Veteran-Owned Small Business (VOSB):	{3%} of the total contract value
Service-Disabled Veteran-Owned Small Business (SDVOSB):	{3%} of the total contract value

If an Offeror is unable to meet the full RFP participation goals for any of the socioeconomic categories (e.g. HUBZone, WOSB, etc.), the Offeror must provide an explanation as to why the participation goal(s) cannot be met and/or what actions will be taken to increase the participation for any of the socioeconomic participation goal categories the Offeror is unable to meet. Not doing so will result in a weakness.

- e. Past performance of the Offerors in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business, and 52.219-9, Small Business Subcontracting Plan. Not addressing compliance of either FAR 52.219-8 and/or FAR 52.219-9 (if applicable) will result in a weakness.

Note: Compliance of FAR 52.219-8 applies to ALL Offerors to include small businesses.

All Offerors shall submit information substantiating their past performance in complying with FAR Clause 52.219-8, "Utilization of Small Business," maximizing opportunities for U.S. small business subcontractors. The extent to which the Offeror complied with FAR 52.219-8, Small Business Utilization may be evaluated based on one and/or a combination of the following:

- Reporting of small business performance in CPARS;
- History of prompt payments to small businesses subcontractors;
- Small business participation/utilization reporting;
- Documentation from customers local, state or federal agencies that demonstrates use/support of small businesses and/or provide information that substantiates the use of small businesses;
- Documentation demonstrating total small business contract completion by the small business prime Offeror and/or subcontracting to other small businesses;
- Offerors with no prior contracts containing FAR Clause 52.219-8 must state so.

Note: Compliance with FAR 52.219-9 will only be evaluated against large businesses (doesn't apply to small business prime Offerors).

The extent to which the Offeror complied with FAR 52.219-9, Small Business Subcontracting Plan may be evaluated based on one and/or a combination of the following:

- Reporting of small business performance in CPARS;
- Letters of commendation from local, state or federal customers about the Offerors' use and/or support of small businesses;
- Correspondence from small business subcontractors that acknowledge support;
- SBA Compliance Reviews, Defense Contract Management Agency Small Business Subcontracting Program Reviews, etc.;
- Submission of Individual Subcontracting Reports (ISR) - the Government will evaluate how well the Offeror has performed on achieving its small business goals within the last 6 years. Offerors may submit a minimum of 2, but not more than 4 ISRs. Each ISR submitted must (1) contain the contract number for referencing purposes (2) be accompanied with a brief description of the requirement that discusses the services/supplies provided, (3) include an explanation for not meeting subcontracting goals and/or what actions will be taken to increase participation in any of the subcontracting goals the Offeror was unable to meet. The SBEB must be able to determine which ISR, customer letter of commendation, etc., goes with each project description. Therefore, project descriptions and other supporting documentation described above should be directly followed by and/or before the ISR(s) for reference/evaluation purposes;
- Offerors with no prior contracts containing FAR Clause 52.219-9 must state so;
- Offerors who never held a Federal contract as a large business must state so;
- In addition to the above, the Government may review any other sources that may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System, electronic Subcontracting Reporting System (eSRS), etc.

Subcontracting Plan Requirements for Other than U.S. Small Businesses (Large Businesses) ONLY: Small Business Subcontracting Plan is required (IAW FAR Clause 52.219-9). Large business prime Offerors shall include their subcontracting plan under a separately labeled tab within Volume II.

Separate from a SBPP, other than U.S. Small Business Offerors must also submit a subcontracting plan meeting the requirements of FAR 52.219-9, AFARS Appendix DD and DFARS 252.219-7003. (or DFARS 252.219-7004 if the Offeror has a comprehensive subcontracting plan). Subcontracting Plans shall reflect and be consistent with the commitments offered in the SBPP. The dollars should correlate directly to the percentage of subcontracted dollars in the Small Business Subcontracting Plan. If an Offeror specifically identifies small business subcontractors to support the subject requirement within its SBPP, those small businesses shall be listed in any subcontracting plan submitted pursuant to FAR 52.219-9 to facilitate compliance with 252.219-7003(e).

Example: The value of the total acquisition is \$100,000,000 and the SB participation goal is 20%. If a large business proposed the 20% SB participation goal, the SB participation dollar amount will be \$20,000,000 and the SB dollars under the subcontracting plan "have to be" \$20,000,000. If a firm plans on subcontracting out the entire project to small businesses, the SB participation goal and Subcontracting Plan percentage would be 100%. For subcontracting plan purposes (that is based on total dollars planned to be subcontracted), if the firm was going to subcontract out

\$60,000,000 (to both large and small businesses) and had a SB participation goal of 20% (\$20,000,000), the planned subcontracting percentage goal for small business would be 33.33%. The associated subcontract percentage could be anything and is based on the planned subcontracting dollars to both small and large businesses. The subcontracting goal percentages may be equal or higher and will ultimately differ from Small Business Participation Plan goals.

The Small Business Subcontracting Plan is not a requirement for evaluation in source selection, but rather a requirement for award to an Other than Small Business Only. The apparently successful Offeror's Small Business Subcontracting Plan shall be assessed IAW AFARS Appendix DD and FAR 52.219-9 requirements and must be determined as "acceptable" by the Contracting Officer in the event of an award. The Small Business Subcontracting Plan is a materiel requirement of the solicitation and any resultant contract. A Subcontracting Plan deemed as "unacceptable" may preclude an Offeror from being eligible for contract award. Although submission of a subcontracting plan is required, subcontracting plans will only be evaluated for the Offeror(s) deemed to be apparently successful Offeror(s) prior to award. Failure of large businesses to submit a subcontracting plan will result in a deficiency.

Offerors must comply with all elements spelled out with Minimum Submission Criteria listed above in support of SBPPs.

3.2. RATING METHODS

The Offeror shall be assigned one of the following ratings for Factor 4.

Table 5. Small Business Participation Plan Rating Method.

Adjectival Rating	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the small business objectives.
Good	Proposal indicates a thorough approach and understanding of the small business objectives.
Acceptable	Proposal indicates an adequate approach and understanding of the small business objectives.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the small business objectives.
Unacceptable	Proposal does not meet the small business objectives.

4. VOLUME III – FACTOR 4 – PRICE

The contract will be a Firm-Fixed-Price Contract. A price analysis will be performed using FAR Part 15.404-1(b). The Government will evaluate price reasonableness, and will consider whether proposed prices are unbalanced in accordance with FAR 15.404-1(g). Price will also be evaluated for completeness and whether the Offeror proposed in accordance with the Army provided contract line item numbers (CLINs) on a firm-fixed basis.

D. PROPOSAL SUBMISSION

1. Each Offeror is required to submit a proposal in a hard copy binders with accompanying digital copies consisting of the following volumes:

Volume	Title	Printed Copies	Digital Copies*
I	Factors 1-2	Original and 5 Copies	1
II	Factors 3-4	Original and 2 Copies	1
III	Administrative Documents	Original, no copies	1

*NOTE: Digital copies shall be on separate compact disc(s) (CDs) (or DVDs), one per volume, and each CD should contain one text-searchable PDF file that is an exact color copy of the hard, original volume. The digital copy will be used solely for administrative purposes. Hard copies may be used for evaluation and if used, will take precedence in the case of any discrepancies between hard copy and electronic copies.

2. Specific Requirements: An Offeror's proposal shall consist of all information and material submitted in writing for evaluation in response to this RFP. The submission of false or misleading information shall be grounds for disqualification of the proposal.

Each volume must have a table of contents. Each volume's contents must be separated by tabs as discussed below. The proposals must be in an 8-1/2" x 11" format for which a folded 11" x 17" format may be used and shall be counted as one page provided the only information presented is the organization chart. Schedules may be submitted in 11" X 17" format, and schedule pages do not count toward page limits. All font, pictures and charts shall be clear and legible. Pages may be single-sided or double-sided (double-sided pages count as two pages) and must be numbered. The minimum acceptable type size is eleven (11) point with a minimum of one inch margins on all sides. Proprietary information shall be clearly marked. The information in each volume must be organized as follows.

3. Volume I (Factors 1-2): The information must be divided by tabs and shall be organized as follows:

TAB 1	FACTOR 1	Past Performance	MAX. PAGES
TAB 1A		Projects	*
TAB 1B		CPARS & Past Performance Questionnaires	N/A
TAB 2	FACTOR 2	Management Approach	*

*The total number of pages must not exceed 25 pages for both Projects and Management Approach combined.

4. Volume II (Factors 4-5): The information must be divided by tabs and shall be organized as follows:

			MAX. PAGES
TAB 1	FACTOR 4	Small Business Participation Factor	N/A
TAB 2	FACTOR 5	Price Schedule	N/A

5. Volume III (Administrative Documents): The Administrative Documents must be placed in a separate binder. The information must be divided by tabs and shall be organized as follows:

TAB 1	SF 1442 (RFP, Offer and Award). *Note – All amendments must be acknowledged in Block 19.
TAB 2	Bid Guarantee

6. Proposal volume binders and CDs shall be marked with the Offeror's name, RFP Number, Volume Number, a copy number (e.g., copy 1 of 5) and the RFP Closing Time and Date (See SF1442 Block 1 and Block13). Offerors shall submit their proposals to the U.S. Army Corps of Engineers, 1st Floor, Bid Room, 2 Hopkins Plaza, Baltimore, MD 21201, no later than the time and date specified on Standard Form 1442, Block 13. Offeror proposals received after the required time and date deadline will be evaluated in accordance with FAR 15.208.

E. DISCUSSIONS

Offerors are advised that it is the intent of the Government that an award will be made without discussions. However, the Government reserves the right to hold discussions if it determines that discussions are necessary. Therefore, proposals should be submitted on the most favorable terms that the Offeror can submit to the Government. If discussions are necessary the Contracting Officer reserves the right to limit the number of proposals

in the competitive range to the greatest number that will permit efficient competition among the most highly rated proposals.

Determination of Competitive Range refers to the range of proposals that are identified as the most highly rated, unless the range is further reduced for the purposes of efficiency. Competitive range will be determined on the basis of the ratings of each proposal against all evaluation factors. The Government must then indicate to, or discuss with, each Offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal. The Contracting Officer will notify all contractors eliminated from the competitive range. In accordance with FAR 15.306(d), discussions may be held. The Contracting Officer will provide additional instructions with the notification.

ATTACHMENT A - EXPERIENCE IN RELEVANT PROJECTS

<<PICTURE>>	CONTRACTOR'S NAME (WHO PERFORMED THE WORK?):		
	Project Name:		Project Location: City, State
	Design-Build or Design-Bid-Build:		
	New Construction or Renovation:		
	Agency/Government Contracting Activity: Point of contact information (address, PCO name, email address and phone number) if government contract, additionally provide the contract number and contracting office)		
	Agency/Government Technical Rep./COR (at least two (2)): Point of contact information (email address and phone number). If government contract, additionally provide the contract number)		
Project Description: General scope. Provide a description of the project. Be sure to include features of this project that make it comparable in type or nature to the proposed project described in this request for proposal.			
Description of the actual work performed by the contractor submitting this project: Provide specific tasks performed on this project by the firm submitting the project.			
Explanation of relevancy (Must be in narrative format).			
BGSF: XXX,XXX		Lost Time Accidents:	
Schedule:			
Start Date: MM-DD-YYYY	Original Completion: MM-DD-YYYY	Final Contract Completion: MM-DD-YYYY	Beneficial Occupancy Date: MM-DD-YYYY
Design Percent Complete:		Construction Percent Complete:	
Cost			
Original Project Cost: \$	Final Project Cost: \$	Cost Difference: \$	
*Original Subcontractor Cost: \$	*Final Subcontractor Cost: \$	*Cost Difference \$	
Cost and time growth discussion: Reason(s) for differences between original and final schedule or costs. This section can be excluded if not applicable to the project. Response should contain more detail than "owner requested/initiated changes". Provide examples to support growth.			

*Only to be completed if the experience was performed as a subcontractor on the submitted project.

ATTACHMENT B - PAST PERFORMANCE QUESTIONNAIRE

USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name:

CAGE Code:

Address:

DUNs Number:

Phone Number:

Email Address:

Point of Contact:

Contact Phone Number:

2. Work Performed as: Prime Contractor Sub Contractor Joint Venture Other (Explain)

Percent of project work performed:

If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number:

Delivery/Task Order Number (if applicable):

Contract Type: Firm Fixed Price Cost Reimbursement Other (Please specify):

Contract Title:

Contract Location:

Award Date (mm/dd/yy):

Contract Completion Date (mm/dd/yy):

Actual Completion Date (mm/dd/yy):

Explain Differences:

Original Contract Price (Award Amount):

Final Contract Price (to include all modifications, if applicable):

Explain Differences:

4. Project Description:

Complexity of Work High Med Routine

How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name:

Title:

Phone Number:

Email Address:

6. Describe the client's role in the project:

7. Date Questionnaire was completed (mm/dd/yy):

8. Client's Signature:

NOTE: USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USACE. PLEASE CONTACT THE OFFEROR FOR USACE POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

*ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE*

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DoD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY:	
a) Quality of technical data/report preparation efforts	E VG S M U N
b) Ability to meet quality standards specified for technical performance	E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E VG S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E VG S M U N
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S M U N
d) Overall customer satisfaction	E VG S M U N
4. MANAGEMENT/ PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U N
c) Government Property Control	E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E VG S M U N
e) Utilization of Small Business concerns	E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E VG S M U N
5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E VG S M U N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes No

e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes	No
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes	No
6. SAFETY/SECURITY		
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG S M U N
7. GENERAL		
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG S M U N
b) Compliance with contractual terms/provisions <i>(explain if specific issues)</i>	E	VG S M U N
c) Would you hire or work with this firm again? <i>(If no, please explain below)</i>	Yes	No
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if required).

ATTACHMENT C - SMALL BUSINESS PARTICIPTION PLAN PROPOSAL FORMAT

The Small Business Participation Plan (SBPP) proposal format is designed to streamline and bring uniformity to responses and evaluations for Small Business Participation (FAR 15.304 and DFARS PGI 215.304). The format provides clarity in that it is distinctly different than the Small Business Subcontracting Plan required for large businesses only (FAR 52.219-9 and AFARS Appendix DD). Do not submit a hybrid plan that includes a combination of elements from a SBPP (IAW DFARS PGI 215.304) and elements of a Subcontracting Plan (IAW FAR 52.219-9/AFARS Appendix DD).

All Offerors (both large and small businesses) are required to complete a Small Business Participation Plan proposal. Offerors should propose the level of participation of small businesses (as a small business prime, joint venture, teaming arrangement, and/or small business subcontractors) in the performance of the acquisition relative to the objectives/goals set forth in the evaluation of this area.

The format below is to be utilized for the SBPP Proposal, but does not preclude Offerors from providing additional information that further demonstrates their extent of commitments to small businesses presently and in the past. Offerors must comply with all elements spelled out with Submission Requirements listed above and information requested within the SBPP Proposal Format.

(a) Check the applicable size and categories for the PRIME Offeror only -- Check all applicable boxes:

- Large Prime
- Historically Black Colleges or Universities and Minority Institutions (HBCU/MI)
- or
- Small Business Prime; also categorized as a
- Small Disadvantaged Business (SDB)
- Woman-Owned Small Business (WOSB)
- Historically Underutilized Business Zone (HUBZone)
- Veteran-Owned Small Business (VOSB)
- Service-Disabled Veteran-Owned Small Business (SDVOSB)

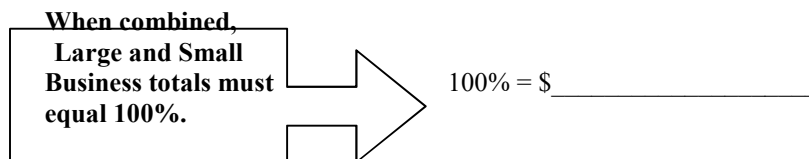
(b) Submit the total combined dollar value and percentage of work to be performed by both large and small businesses (include the percentage of work to be performed both by Prime, joint venture, teaming arrangement, and subcontractors):

Example: If Prime proposes a price of \$1,000,000 (including all options), and small business(es) will provide \$250,000 in services/supplies as a prime or subcontractor, the % planned for small businesses is 25%; and 75% for large business equaling 100%.

The SBEB will use the information provided within this section to assess an Offerors compliance of item (d) as described under how the government will evaluate, SBPP Submission Requirements and respond accordingly.

Total Percentage Planned for Large Business(es) _____ % = \$ _____

Total Percentage Planned for Small Business(es) _____ % = \$ _____



(c) Please indicate the total percentage (%) and dollar value of participation to be performed by each type of subcategory small business. Not doing so will result in a weakness. The percentage of work performed by small businesses that qualify in multiple small business categories may be counted in each category:

Example: Victory Prop Mgt (WOSB and SDVOSB) performing 2%; and Williams Group (SDB, HUBZone and WOSB) performing 3%. Results equate to: SDB 3%; HUBZone 3%; WOSB 5%; SDVOSB 2%; VOSB 2%;. SDVOSBs are also VOSBs automatically; however VOSBs are not automatically SDVOSBs.

Provide both the percentage and total dollars to be performed by small businesses to ensure consistency for evaluation purposes. Not doing so will result in a weakness.

Small Businesses	% of Total Acquisition Value (TAV)	Corresponding Dollars
Small Disadvantaged Business	_____%	\$
Woman Owned Small Business	_____%	\$
HUBZone Small Business	_____%	\$
Veteran-Owned Small Business	_____%	\$
Service-Disabled Veteran-Owned Small Business	_____%	\$
HBCU/Minority Institutions* (Aspirational goal)	_____%	\$

(d) Identify the Prime Offeror and type of service/supply that the Prime Offeror will provide. Then list each of the intended subcontractors and principal supplies/services to be provided by that subcontractor. Provide the Commercial and Government Entity (CAGE) code for the Prime and each intended subcontractor. Also, provide the anticipated NAICS codes(s) that the Prime Offeror believes best describes the product or services being acquired by its subcontracts with each intended subcontractor. Small business Primes and small business subcontractors that qualify as small businesses in multiple small business categories should be listed in each applicable small business category. The SBEB will use the information provided under this section to assess (1) the extent to which such firms are specifically identified in proposals as referenced within item (a) and (2) complexity and variety of the work small firms are to perform as described within item (c) of how the government will evaluate, SBPP Submission Criteria.

Example: If a Small Business qualifies also as a WOSB and a SDVOSB, and you can add them to each category below in which they qualify.

Offerors are not limited to the space provided below.

Notes:

(1) Pursuant to Sections 8(d) of the Small Business Act, a business is considered small for Government procurements if it does not exceed the size standard for the NAICS code that the prime contractor believes best describes the product or services being acquired. In other words, the size of the prime’s suppliers is determined by the applicable NAICS code of their joint venture, teaming partner, or subcontract, which may or may not be the same NAICS code as the one for your prime contract with the Government.

(e) Describe the extent of commitment to use small businesses (for example, what types of commitments if any are in place for this specific acquisition either – small business prime, written contract, verbal, enforceable, non-enforceable, joint venture, mentor-protégé, etc.) Provide documentation regarding commitments to small business for this effort. Copies of such agreements should be provided as part of your small business participation plan and will not count against the page limitation for this binder. See item (b) under how the government will evaluate, SBPP Submission Requirements and respond accordingly.

(f) Utilization of Small Business: Extent of small business subcontracting compliance/business relations –e.g. record of complying with requirements of FAR Clauses 52.219-8 and 52.219-9. See item (e) under how the government will evaluate, SBPP Submission Requirements and respond accordingly.

Name of Company
(Include CAGE Code)

Anticipated NAICS Code for
Each Subcontractor (1)

Type of Service/Service
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Prime Offeror:	_____	_____	_____
Large Business:	_____	_____	_____
Small Business:	_____	_____	_____
SDB:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
WOSB:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
HUBZone Small:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
VOSB:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
SDVOSB:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
HBCU/MI:	_____	_____	_____
	_____	_____	_____

**See specifics for the submission of Small Business Subcontracting Plan under SBPP Submission Criteria.
Failure to submit a subcontracting plan will result in a deficiency.**

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.232-13	Notice Of Progress Payments	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS--SECONDARY SITE OF THE WORK (MAY 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
25.2%	6.9%

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is

MD Calvert; MD Frederick, MD St. Mary's; MD Washington; VA Clarke; VA Culpeper, VA Fauquier; VA Frederick,; VA King George; VA Page; VA Rappahannock; VA Shenandoah; VA Spottsylvania; VA Stafford; VA

Warren, VA Westmoreland; VA Fredericksburg; VA Winchester; WV Berkeley; WV Grant; WV Hampshire; WV Hardy; WV Jefferson; WV Morgan.

(End of provision)

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

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American -- Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

- (a) Failure to furnish a 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 \$3,000,000.00, whichever is less.-
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (JULY 2013)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Email:

Patricia.Morrow@usace.army.mil

For hand delivered and mailed protests:

USACE Baltimore District
Attn: Patricia Morrow
2 Hopkins Plaza, Room 03-F-07
Baltimore, MD 21201

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

(End of provision)

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

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

(b) Site visits may be arranged during normal duty hours by contacting:

Name: **Marshand Whittington (Project Manager)**
Email Address: **Marshand.J.Whittington@usace.army.mil**
Telephone: **(410) 962-0139 (Office)**

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html>
<http://farsite.hill.af.mil/VFDFARA.HTM>
<http://farsite.hill.af.mil/VFAFARI.HTM>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

Section 00 45 00 - Representations and Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2020)

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

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

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

(X) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEC 2019)

The Offeror shall not complete the representation in 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 the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications--Commercial Items.

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

Covered telecommunications equipment or services, critical technology, and substantial or essential component have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. 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. Contractors are not prohibited from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

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

(d) Representation. The Offeror represents that 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.

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

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

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

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

(4) For equipment, 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).

(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 (FAPIIS) 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 FAPIIS 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)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

(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. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned 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.

(2) Service-disabled veteran 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).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, 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 \$750,000 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.

(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 which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations. (1) The offeror represents as part of its offer that it [____] is, [____] is not a small business concern. (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 124.1002.

(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) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ --.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [___] is, [___] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ___ --.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [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) [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 a service-disabled veteran-owned small business concern.

(8) [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, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) 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—

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

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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

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

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

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

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

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

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

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2019)

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

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

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

(i) Paragraph (e) applies.

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

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

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

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

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

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

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

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

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

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

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

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

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

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

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

___ Use with Alternate I.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

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

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

Section 00 50 00 - Contracting Forms and Supplements

FORMS AND SUPPLEMENTS

FORMS MUST BE COMPLETED, WHERE APPLICABLE, AND RETURNED WITH THE OFFEROR'S PROPOSAL.

CERTIFICATE OF CORPORATE AUTHORITY

(This Certificate shall be submitted as part of the bid/proposal or signed contract if the bidder/offeror is a corporation.)

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as bidder/offeror therein, that _____, who signed this bid/proposal on behalf of the bidder/offeror, was then of said corporation; that said bid/proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

By: _____ (Corporate Seal)
(Signature)

(Typed Name of Corporation)

NOTE: A CORPORATE OFFICER OTHER THAN THE OFFICER SIGNING THE BID/PROPOSAL MUST FILL OUT AND SIGN THIS FORM.

STANDARD FORM LLL, DISCLOSURE OF LOBBYING ACTIVITIES LOCATION

The Standard Form LLL "Disclosure of Lobbying Activities" and Instructions for Completion of SF LLL, Disclosure of Lobbying Activities. (**Attachment D**)

(End of Text)

EFT FORM

The Electronic Funds Transfer (EFT) form (attached) shall be completed if the bidder/offer does not have a current contract with the U.S. Army Corps of Engineers, Baltimore District. The completion and processing of this form ensures that Electronic Funds Transfer will make payment under a resultant contract. (**Attachment E**)

(End of Text)

Section 00 70 00 - Conditions of the Contract

CLAUSES INCORPORATED BY REFERENCE

52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994

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 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 640 calendar days. * The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$2,210.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(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:

Specifications USAMRAA-HQ Final
Drawings USAMRAA-HQ Final

(End of clause)

Section 00 72 00 - General Conditions

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2019
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009

52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.217-4	Evaluation Of Options Exercised At The Time Of Contract Award	JUN 1988
52.217-6	Option For Increased Quantity	MAR 1989
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9	Small Business Subcontracting Plan	AUG 2018
52.219-9 Alt III	Small Business Subcontracting Plan (AUG 2018) Alternate III	JAN 2017
52.219-9 Alt IV	Small Business Subcontracting Plan (AUG 2018) Alternate IV	AUG 2018
52.219-14	Limitations On Subcontracting	JAN 2017
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	AUG 2018
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011

52.223-21	Foams	JUN 2016
52.224-3	Privacy Training	JAN 2017
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	AUG 2018
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-16	Progress Payments	APR 2012
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.243-4	Changes	JUN 2007
52.244-2	Subcontracts	OCT 2010
52.244-6	Subcontracts for Commercial Items	AUG 2019
52.246-2 Alt II	Inspection of Supplies--Fixed Price (Aug 1996) - Alternate II	JUL 1985
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.248-3	Value Engineering-Construction	OCT 2015

52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.219-7011	Notification to Delay Performance	JUN 1998
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify

the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the

basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.225-11 BUY AMERICAN--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (OCT 2019)

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

Caribbean Basin country construction material means a construction material that--

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

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

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

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

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

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

Cost of components means--

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

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

Designated country means any of the following countries:

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

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

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

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

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

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

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

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

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

“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.

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 component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

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

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

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

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars)\1\
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Item 1:

Foreign construction material.... ..
 Domestic construction material... ..
 Item 2:
 Foreign construction material.... ..
 Domestic construction material... ..

 \1\ 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)

52.242-14 SUSPENSION OF WORK (APR 1984)

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

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

(c) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

- <http://acquisition.gov/far/index.html>
- <http://farsite.hill.af.mil/VFDFARA.HTM>
- <http://farsite.hill.af.mil/VFAFARI.HTM>

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7004 DISPLAY OF HOTLINE POSTERS (AUG 2019)

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

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

(b) Display of hotline poster(s).

(1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from—

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations – Hotline, 245 Murray Lane SW, Washington, DC 20528-0305; or

(ii) Via the internet at https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg.

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, D.C. 20301-1900, or is also available via the internet at <https://www.dodig.mil/Resources/Posters-and-Brochures/>.

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the website.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Defense Federal Acquisition Regulation Supplement 203.1004(b)(2)(ii) on the date of subcontract award, except when the subcontract is for the acquisition of a commercial item.

(End of clause)

AT/OPSEC AND SECURITY LANGUAGE

ANTITERRORISM/OPERATIONS SECURITY (AT/OPSEC)

AT Level I Training. All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, and controlled-access areas shall complete AT Level I awareness training within 30 calendar days after the contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website: <http://jko.jten.mil>.

Access and general protection/security policy and procedures. *This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area.* Contractor and all associated sub-contractors employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

For contractors that do not require CAC, but require access to a DoD facility or installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

iWATCH Training. The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 5 calendar days after contract award.

SECURITY LANGUAGE FOR UNCLASSIFIED CONTRACTS

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand-alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (nonsensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to **the Security Officer, Baltimore District, Corps of Engineers, 2 Hopkins Plaza, Room 00-A-26, Baltimore, MD 21201-1715** within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to **Security Officer, Baltimore District, Corps of Engineers, 2 Hopkins Plaza, Room 00-A-26, Baltimore, MD 21201-1715**. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Security Office, Baltimore District, Corps of Engineers, will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Note: Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Text)

INFORMATIONAL TEXT

PRIMARY CONTRACTING OFFICER

Only a warranted Contracting Officer, acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.

(End of Text)

REQUIRED INSURANCE FOR GOVERNMENT INSTALLATION & DREDGING

Pursuant to the contract clause entitled, 52.228-5, Insurance – Work on a Government Installation or on Dredging projects (which ever applies), the contractor shall procure and maintain during the entire period of this performance under the contract the following minimum insurance:

COVERAGE FOR GOVERNMENT INSTALLATION

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle): Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property Damage:	\$20,000 per occurrence
Workers' Compensation and Employer's Liability:	\$100,000 per person

COVERAGE FOR DREDGING

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Marine Liability - Excess towers' liability Excess protection and indemnity insurance	\$1,000,000 per occurrence \$1,000,000 per occurrence
Workers' Compensation and Employer's Liability: (including Longshore & Harbor Workers' Compensation)	\$100,000 per person

Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

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

The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

(End of Text)

TESTING LABORATORIES

Testing is required to be performed by the Contractor as part of his Quality Control program to verify contract compliance. This Quality Control Testing is to be conducted by a project or commercial laboratory which has been found adequate and qualified by a Corps of Engineers Division Laboratory Inspection team.

(a) A composite listing of approved testing laboratories within the North Atlantic Division is available on the following website: http://www.erd.usace.army.mil/Portals/55/docs/CEERD-GV/CEERD-GM-C/150204_CEERD

[GM-C_ValidatedLabs.pdf](#). The Contractor should engage the services of a laboratory contained in the composite list.

(b) The Contractor may engage the services of a laboratory other than those contained in the aforementioned list provided:

(1) The Contractor identifies and proposes the unapproved laboratory a minimum of 90 days prior to the start of testing. This time is necessary to allow for scheduling an inspection by a Corps of Engineers Division Laboratory team. The time for Government inspection will not be the basis for an increase in the contract performance period.

(2) All costs of Government inspection shall be the responsibility of the contractor.

(3) The process for requesting Government inspection and approval prior to award may be found at the following link: http://acwc.sdp.sirsi.net/client/en_US/search/asset/1045310.

(End of Text)

SAFETY ASSURANCE

Preconstruction Safety Meeting: Representatives of the Contractor shall meet with the Contracting Officer or his/her representative(s) prior to the start of repair, alteration or construction activities for the purpose of reviewing the Contractor's safety and health programs and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract. This meeting may be held in conjunction with the preconstruction conference, if so directed by the Contracting Officer. The conduct of this meeting is not contingent upon a general preconstruction meeting. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principal on-site representative(s) shall attend this meeting. Compliance with Regulations: All work, including the handling of hazardous materials or the disturbance or dismantling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 20 CFR 1926/1910. Work involving the disturbance or dismantling of asbestos or asbestos containing materials, the demolition of structures containing asbestos, and/or the disposal and removal of asbestos, shall also comply with the requirements of 40 CFR, Part 61, Subparts A and B, ETL 1110-1-118 and DA Circular 40-83-4. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.

Contractor Responsibility:

(a) The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury, or death. Contractors are required to report any accidents and injuries to the Contracting Officer's Representative within 24 hours of the accident. A written report (ENG 3394) shall be submitted within 72 hours of the accident to the Contracting Officer's Representative.

(b) The Contractor is subject to the safety and health standards of both the Occupational Safety and Health Act (OSHA) and the Corps of Engineers General Safety Requirements, EM 385-1-1. Implementation of OSHA provisions rests in the statutory requirement while compliance with EM 385-1-1 is a contractual matter.

(c) The Contractor should review the accident-prevention clauses of the contract, the Corps of Engineers General Safety Requirements, EM 385-1-1, latest revision, referred to therein, and the special and technical provisions applicable to safety. The Contractor should assure himself that he has full knowledge of the personal protective equipment (including respiratory equipment) that must be provided workmen, and that he is familiar with medical surveillance and recordkeeping requirements and with the safety standards applicable to machinery and mechanized equipment, ladders and scaffolds, fire prevention and protection, stripping of concrete forms, cleanup and housekeeping and other safety measures for the prevention of accidents during construction.

Inspections, Tests, and Reports: The required inspections, tests, and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required, shall be at the contractor's expense. These reports shall be furnished in accordance with the terms contained herein.

a. **MATERIALS AND EQUIPMENT:** Special facilities, devices, equipment, clothing, and similar items used by the Contractor in the execution of work shall comply with the applicable regulations.

b. **HAZARDOUS MATERIALS:** The Contractor shall bring to the attention of the Contracting Officer any material suspected of being hazardous which he encounters during execution of the work. A determination will be made by the Contracting Officer as to whether the Contractor shall perform tests to determine if the material is hazardous. If the Contracting Officer directs the contractor to perform tests, and/or if the material is found hazardous and additional protective measures are needed, a contract change may be required, subject to equitable adjustment under the terms of the contract.

(End of Text)

HEAD PROTECTION (HARD HATS)

The entire work area under this contract is designated as a hard hat area. The contractor shall post the area as per paragraph 05.D.01, EM 385-1-1, and shall insure that all contractor personnel, vendors, and visitors utilize hard hats within the project area.

(End of Text)

SUBMISSION OF INVOICES

(a) Original invoices for services performed under the contract will be submitted to and payment will be made by:

USACE Finance Center
ATTN: Disbursing
5722 Integrity Drive
Millington, TN 38054-5005

(b) One copy of all invoices shall be forwarded to the following for review and certification:

It is preferred that the Contractor hand delivers their invoice to the designated Project Engineer and follow the Construction Quality Control (CQC) process to utilize the Resident Management System (RMS) providing for:

- 1) Contractor's invoice on ENG Form 93, which shall show, in summary form, the basis for arriving at the amount of the invoice.
- 2) Contractor's monthly estimate for voucher with an update of the work completed under the contract measured as percent or as specified quantities, with subcontractor and supplier payment certification.
- 3) Prompt payment certification.
- 4) Updated submittal register.

(End of Text)

SUMMARY FOR THE PAYMENT OFFICE

All modifications will provide sufficient information to permit the paying office to readily identify the changes for each Contract Line Item (CLIN) and SubCLIN item as follows:

- (a) The amount of funds obligated by prior contract actions, to include the total cost and fee if a cost-type contract; the target-fee at time of contract award if a cost-plus-incentive-fee contract; the base fee if a cost-plus-award-fee contract; or the target price and target profit if a fixed-price incentive contract;
- (b) The amount of funds obligated or deobligated by the instant modification, categorized by the types of contracts specified in paragraph (a) of this section; and
- (c) The total cumulative amount of obligated or deobligated funds, categorized by the types of contracts specified in paragraph (a) of this section.

(End of Text)

EVALUATION OF CONTRACTOR PERFORMANCE

As a minimum, the contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during the contract performance when determined to be in the best interest of the Government.

The format for the evaluation will be DD2626, and the contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The contractor will be advised of any unsatisfactory rating either in an individual element or in the overall rating prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DOD Contracting Offices for their future use in determining contractor responsibility.

(End of Text)

WAGE DETERMINATIONWAGE DETERMINATION DECISION
OF THE SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) of the Contract Clauses*:

Decision No. MD200042 dated 2/14/2020

* WAGE DETERMINATIONS: The provisions of the Davis-Bacon Act also apply to employees who work at off-site facilities such as batch plants, rock quarries, sand pits, and the like, which are setup exclusively to furnish material to the on-site construction site. Accordingly, contractors are required to maintain complete records on such employees. However, operations of a “commercial supplies” or “material-man” established in proximity to but not on the actual site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the Federal project for a time. (29 CFR 5.2 (1))

General Decision Number: MD20200042 02/14/2020

Superseded General Decision Number: MD20190042

State: Maryland

Construction Type: Building

County: Frederick County in Maryland.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/03/2020

1 01/24/2020

2 02/07/2020

3 02/14/2020

ASBE0024-007 04/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 36.53	16.42+a

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ASBE0024-010 04/01/2019

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER (Removal of hazardous material from ceilings, floors, mechanical systems, and walls).....	\$ 23.71	7.44

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

BRMD0001-006 04/28/2019

	Rates	Fringes
TILE SETTER.....	\$ 29.12	12.27

BRMD0001-009 04/28/2019

	Rates	Fringes
TILE FINISHER.....	\$ 24.10	11.24

BRMD0001-010 04/28/2019

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 29.12	12.27

BRMD0001-011 04/28/2019

	Rates	Fringes
BRICKLAYER (Excluding Pointing, Caulking and Cleaning).....	\$ 32.00	11.56

BRMD0001-012 04/28/2019

	Rates	Fringes
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MASON - STONE.....	\$ 38.81	18.29

CARP0197-005 04/01/2019		
	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation).....	\$ 26.66	14.83

CARP0219-002 05/01/2019		
	Rates	Fringes
MILLWRIGHT.....	\$ 33.56	14.93

ELEC0024-012 06/02/2019		
	Rates	Fringes
ELECTRICIAN (Including low voltage wiring for and installation of alarms; HVAC controls).....	\$ 38.00	5.25%+16.19

ELEC0024-013 06/02/2019		
	Rates	Fringes
ELECTRICIAN (Communication and Sound Equipment).....	\$ 28.43	4.75%+13.02
PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day		

ELEV0007-001 01/01/2020		
	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 48.42	34.765+a+b
a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.		
b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years of service or more; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.		

ENGI0037-030 04/01/2017		
	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe.....	\$ 28.93	12.85+a
Bulldozer.....	\$ 28.93	12.85+a

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

IRON0016-016 04/01/2016

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL...	\$ 28.48	19.45

LABO0616-014 05/01/2019

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 21.19	20.15
LABORER: Pipelayer.....	\$ 21.19	20.15

PAIN0051-019 06/01/2018

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and		
Drywall Finisher/Taper.....	\$ 25.06	9.76
Industrial.....	\$ 31.10	11.48

PLAS0891-005 07/01/2018

	Rates	Fringes
PLASTERER.....	\$ 29.53	6.80

* PLAS0891-006 02/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.82	11.68

PLAS0891-008 08/01/2016

	Rates	Fringes
PLASTERER (Fireproofing		
Including Sprayer, Mixer, and		
Handler)		
Handler.....	\$ 16.50	4.89
Mixer/Pump.....	\$ 18.50	4.89
Sprayer.....	\$ 23.00	4.89

PLUM0486-013 12/16/2018

	Rates	Fringes
PLUMBER.....	\$ 40.10	19.89

PLUM0486-019 12/16/2018

	Rates	Fringes
PIPEFITTER (HVAC Pipe and System Installation Only).....	\$ 40.10	19.89

 ROOF0030-025 07/01/2019

South and West of Route No.270 from the intersection of the Montgomery County Line to Route No.70, south and west of Route No.70 to the intersection of Route No.70 and the Washington County Line

	Rates	Fringes
ROOFER.....	\$ 30.25	13.24

 ROOF0030-031 07/01/2019

East of Routes 70 and 270

	Rates	Fringes
ROOFER.....	\$ 26.44	12.24

 SFMD0669-001 04/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 35.60	21.97

 SHEE0100-023 07/01/2019

	Rates	Fringes
SHEETMETAL WORKER, Including HVAC Duct Installation.....	\$ 40.77	21.35+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

 SUMD2010-090 04/30/2010

	Rates	Fringes
GLAZIER.....	\$ 17.64	1.17
LABORER: Common or General.....	\$ 10.61	0.00
LABORER: Grade Checker.....	\$ 16.00	2.90
LABORER: Landscape.....	\$ 9.23	0.00
LABORER: Mason Tender - Brick...	\$ 13.00	0.00

LABORER: Mason Tender - Stone...	\$ 14.03	0.00
LABORER: Mortar Mixer.....	\$ 16.61	9.08
LABORER: Mason Tender (for Pointing, Caulking, Cleaning)....	\$ 13.25	0.00
OPERATOR: Asphalt Roller.....	\$ 21.35	5.38
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 18.05	8.78
OPERATOR: Boom.....	\$ 21.44	8.29
OPERATOR: Crane.....	\$ 20.95	6.18
OPERATOR: Excavator.....	\$ 20.00	0.00
OPERATOR: Forklift.....	\$ 16.00	5.12
OPERATOR: Gradall.....	\$ 20.50	8.42
OPERATOR: Grader/Blade.....	\$ 14.50	5.18
OPERATOR: Loader.....	\$ 22.75	4.91
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 17.47	6.36
OPERATOR: Roller excluding Asphalt.....	\$ 17.60	3.88
PIPEFITTER (Excluding HVAC Pipe and System Installation)....	\$ 28.96	11.35
POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....	\$ 19.17	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.90	1.12
TRUCK DRIVER: Tractor Haul Truck.....	\$ 17.87	9.98

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

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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 www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have 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.

END OF GENERAL DECISION"