

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

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

SOLICITATION

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

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

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

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES", indicate within how many calendar days after award in Item 12b.)
 YES NO

12b. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ **(hour)**
 local time _____ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes
 containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee is, is not required.


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

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

OFFER (Must be fully completed by offeror)

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

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

AMOUNTS 

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS


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

AMENDMENT NUMBER										
DATE										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

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

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

Section A - Solicitation/Contract Form

Multiple Award Construction Contract Fiscal Year 2024

Product Service Code: Z2JZ

Date: 27 Jun 2024

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Estimated Quantity	Unit	Unit Price	Amount
0001	<p>5-Year Ordering Period Task Orders (TOs) will be Firm-Fixed Price (FFP) multi-disciplined construction projects at Moody Air Force Base, Grand Bay Range, Valdosta Regional Airport, Grassy Pond, Spence Field in Georgia and Avon Park in Florida. Work may include a broad range of design-build, bid-build projects for maintenance, repair, and minor construction. Performance will be accomplished through individual TOs. Project TOs can vary from trades such as carpentry, plumbing, electrical, mechanical, painting, pipe fitting, sheet metal, welding, roofing, site work, site utilities, excavation, concrete masonry, pavement repair, asbestos and lead paint removal, security hardware installation, mold remediation, demolition, etc. Individual TOs are estimated to be between \$2,000 and \$7,000,000 and will vary in size and complexity. All work shall be in conformance with drawings and specifications provided to include furnishing of labor, materials, supervision, equipment and related items necessary to design, manage, and accomplish each TO. Project scope and period of performance of each TO will be identified by the Government. The Government anticipates a total programmed amount of \$150,000,000.</p> <p>Product Service Code: Z2JZ Pricing Arrangement: Firm Fixed Price</p>	1	Job		
	<p>Option Year One Task Orders (TOs) will be Firm-Fixed Price (FFP) multi-disciplined construction projects at Moody Air Force Base, Grand Bay Range, Valdosta Regional Airport, Grassy Pond, Spence Field in Georgia and Avon Park in Florida. Work may include a broad range of design-build, bid-build projects for maintenance, repair, and minor construction. Performance will be accomplished through individual TOs. Project TOs can vary from trades such as carpentry, plumbing, electrical, mechanical, painting, pipe fitting, sheet metal, welding, roofing, site work,</p>				

<p>Option Line Item 0002</p>	<p>site utilities, excavation, concrete masonry, pavement repair, asbestos and lead paint removal, security hardware installation, mold remediation, demolition, etc. Individual TOs are estimated to be between \$2,000 and \$7,000,000 and will vary in size and complexity. All work shall be in conformance with drawings and specifications provided to include furnishing of labor, materials, supervision, equipment and related items necessary to design, manage, and accomplish each TO. Project scope and period of performance of each TO will be identified by the Government. The Government anticipates a total programmed amount of \$150,000,000.</p> <p>Product Service Code: Z2JZ Pricing Arrangement: Firm Fixed Price</p>	<p>1</p>	<p>Job</p>		
<p>Option Line Item 0003</p>	<p>Option Year Two Task Orders (TOs) will be Firm-Fixed Price (FFP) multi-disciplined construction projects at Moody Air Force Base, Grand Bay Range, Valdosta Regional Airport, Grassy Pond, Spence Field in Georgia and Avon Park in Florida. Work may include a broad range of design-build, bid-build projects for maintenance, repair, and minor construction. Performance will be accomplished through individual TOs. Project TOs can vary from trades such as carpentry, plumbing, electrical, mechanical, painting, pipe fitting, sheet metal, welding, roofing, site work, site utilities, excavation, concrete masonry, pavement repair, asbestos and lead paint removal, security hardware installation, mold remediation, demolition, etc. Individual TOs are estimated to be between \$2,000 and \$7,000,000 and will vary in size and complexity. All work shall be in conformance with drawings and specifications provided to include furnishing of labor, materials, supervision, equipment and related items necessary to design, manage, and accomplish each TO. Project scope and period of performance of each TO will be identified by the Government. The Government anticipates a total programmed amount of \$150,000,000.</p> <p>Product Service Code: Z2JZ Pricing Arrangement: Firm Fixed Price</p>	<p>1</p>	<p>Job</p>		

Section C - Description/Specifications/Statement of Work

Requirements

Multiple Award Construction Contract (MACC) Indefinite Delivery/Indefinite Quantity (IDIQ)

Section D - Packaging and Marking

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/Deviation	Variation Effective Date
52.246-12	Inspection of Construction.	Aug 1996		

Overall Contract Inspection/Acceptance Locations

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Authorized representatives from 23 Civil Engineering Squadron will be responsible for inspection and/or acceptance. Inspectors will be identified by name and instructions will be provided on individual task orders.</p> <p>DoDAAC: F3E360 CountryCode: USA</p> <p>23 CES CE AF BPN NO MILSBILLS PROCESSES, 3485 GEORGIA ST MOODY AFB, GA 31699-1707 UNITED STATES</p>
Option Line Item 0002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Authorized representatives from 23 Civil Engineering Squadron will be responsible for inspection and/or acceptance. Inspectors will be identified by name and instructions will be provided on individual task orders.</p> <p>DoDAAC: F3E360 CountryCode: USA</p> <p>23 CES CE AF BPN NO MILSBILLS PROCESSES, 3485 GEORGIA ST MOODY AFB, GA 31699-1707 UNITED STATES</p>
Option Line Item 0003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Authorized representatives from 23 Civil Engineering Squadron will be responsible for inspection and/or acceptance. Inspectors will be identified by name and instructions will be provided on individual task orders.</p> <p>DoDAAC: F3E360 CountryCode: USA</p> <p>23 CES CE AF BPN NO MILSBILLS PROCESSES, 3485 GEORGIA ST MOODY AFB, GA 31699-1707 UNITED STATES</p>

Section F - Deliveries or Performance

Overall Contract Delivery Period

From 10 Apr 2025 to 09 Apr 2030

From date of lead time event to beginning of performance

10 Calendar Days

Date of Notice to Proceed Receipt

From date of lead time event to completion of performance

2557 Calendar Days

Date of Notice to Proceed Receipt

Line Item	Delivery Schedule	Estimated Quantity	Address and POC
0001	<p>Delivery Schedule From date of lead time event to completion of performance 1827 Calendar Days Date of Award</p> <p>Period of Performance From 10 Apr 2025 To 09 Apr 2030</p>	1 Job	<p>Ship To DoDAAC: F3E360 CountryCode: USA 23 CES CE AF BPN NO MILSBILLS PROCESSES, 3485 GEORGIA ST MOODY AFB, GA 31699-1707 UNITED STATES</p>
Option Line Item 0002	<p>Delivery Schedule From date of lead time event to completion of performance 365 Calendar Days Date of Award</p> <p>Period of Performance From 10 Apr 2030 To 09 Apr 2031</p>	1 Job	<p>Ship To DoDAAC: F3E360 CountryCode: USA 23 CES CE AF BPN NO MILSBILLS PROCESSES, 3485 GEORGIA ST MOODY AFB, GA 31699-1707 UNITED STATES</p>
Option Line Item 0003	<p>Delivery Schedule From date of lead time event to completion of performance 365 Calendar Days Date of Award</p> <p>Period of Performance From 10 Apr 2031</p>	1 Job	<p>Ship To DoDAAC: F3E360 CountryCode: USA 23 CES CE AF BPN NO MILSBILLS PROCESSES, 3485 GEORGIA ST MOODY AFB, GA 31699-1707 UNITED STATES</p>

	To 09 Apr 2032		
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Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.236-7000	Modification Proposals--Price Breakdown.	Dec 1991		

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)

As prescribed in 232.7004(b), use the following clause:

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

(c) *WAWF access.* To access WAWF, the Contractor shall-

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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

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

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

(ii) For fixed price line items-

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

Construction and Facilities Management Invoice

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

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

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<u>F87700</u>
Issue By DoDAAC	<u>FA4830</u>
Admin DoDAAC	<u>FA4830</u>
Inspect By DoDAAC	<u>FA4830</u>
Ship To Code	<u>F3E360</u>
Ship From Code	<u>N/A</u>
Mark For Code	<u>N/A</u>
Service Approver (DoDAAC)	<u>FA4830</u>
Service Acceptor (DoDAAC)	<u>FA4830</u>
Accept at Other DoDAAC	<u>N/A</u>
LPO DoDAAC	<u>N/A</u>

DCAA Auditor DoDAAC	<u>N/A</u>
Other DoDAAC(s)	<u>N/A</u>

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

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

(g) *WAWF point of contact.*

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

Not Applicable

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

(End of clause)

Section H - Special Contract Requirements

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		
52.203-3	Gratuities.	Apr 1984		
52.203-5	Covenant Against Contingent Fees.	May 2014		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-7	Anti-Kickback Procedures.	Jun 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-2	Security Requirements. (Alternate II)	Mar 2021	Alternate II	Apr 1984
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Jun 2020		
52.204-13	System for Award Management Maintenance.	Oct 2018		
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	Nov 2021		
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.	Dec 2023		
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.204-27	Prohibition on a ByteDance Covered Application.	Jun 2023		
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	Nov 2021		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	Oct 2018		
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	Nov 2015		
52.210-1	Market Research.	Nov 2021		
52.211-13	Time Extensions.	Sep 2000		
52.215-2	Audit and Records-Negotiation.	Jun 2020		
52.215-8	Order of Precedence-Uniform Contract Format.	Oct 1997		
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data -- Modifications (DEVIATION 2022-O0001)	Jun 2020	Deviation 2022-O0001	Oct 2021
52.215-23	Limitations on Pass-Through Charges.	Jun 2020		
52.219-3	Notice of HUBZone Set-Aside or Sole-Source Award.	Oct 2022		
52.219-6	Notice of Total Small Business Set-Aside.	Nov 2020		
52.219-8	Utilization of Small Business Concerns.	Feb 2024		
52.219-9	Small Business Subcontracting Plan.	Sep 2023		
52.219-13	Notice of Set-Aside of Orders.	Mar 2020		
52.222-3	Convict Labor.	Jun 2003		
52.222-4	Contract Work Hours and Safety Standards -Overtime Compensation.	May 2018		
52.222-6	Construction Wage Rate Requirements.	Aug 2018		
52.222-7	Withholding of Funds.	May 2014		
52.222-8	Payrolls and Basic Records.	Jul 2021		
52.222-9	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		
52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method).	Aug 2018		
52.222-35	Equal Opportunity for Veterans.	Jun 2020		
52.222-36	Equal Opportunity for Workers with Disabilities.	Jun 2020		
52.222-37	Employment Reports on Veterans.	Jun 2020		

52.222-50	Combating Trafficking in Persons.	Nov 2021		
52.222-54	Employment Eligibility Verification.	May 2022		
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026.	Jan 2022		
52.222-62	Paid Sick Leave Under Executive Order 13706.	Jan 2022		
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts.	May 2024		
52.223-3	Hazardous Material Identification and Material Safety Data. (Alternate I)	Feb 2021	Alternate I	Jul 1995
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.223-20	Aerosols.	May 2024		
52.223-21	Foams.	May 2024		
52.223-23	Sustainable Products and Services.	May 2024		
52.225-13	Restrictions on Certain Foreign Purchases.	Feb 2021		
52.226-7	Drug-Free Workplace.	May 2024		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.227-1	Authorization and Consent.	Jun 2020		
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	Jun 2020		
52.227-4	Patent Indemnity-Construction Contracts.	Dec 2007		
52.228-2	Additional Bond Security.	Oct 1997		
52.228-5	Insurance-Work on a Government Installation.	Jan 1997		
52.228-11	Pledges of Assets (DEVIATION 2020-O0016)	Feb 2021	Deviation 2020-O0016	Apr 2020
52.228-12	Prospective Subcontractor Requests for Bonds.	Dec 2022		
52.228-14	Irrevocable Letter of Credit.	Nov 2014		
52.229-3	Federal, State, and Local Taxes.	Feb 2013		
52.229-12	Tax on Certain Foreign Procurements.	Feb 2021		
52.232-17	Interest.	May 2014		
52.232-18	Availability of Funds.	Apr 1984		
52.232-23	Assignment of Claims.	May 2014		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-1	Disputes.	May 2014		
52.233-3	Protest after Award.	Aug 1996		
52.233-4	Applicable Law for Breach of Contract Claim.	Oct 2004		
52.236-2	Differing Site Conditions.	Apr 1984		
52.236-3	Site Investigation and Conditions Affecting the Work.	Apr 1984		
52.236-5	Material and Workmanship.	Apr 1984		
52.236-6	Superintendence by the Contractor.	Apr 1984		
52.236-7	Permits and Responsibilities.	Nov 1991		
52.236-8	Other Contracts.	Apr 1984		
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	Apr 1984		
52.236-10	Operations and Storage Areas.	Apr 1984		
52.236-11	Use and Possession Prior to Completion.	Apr 1984		
52.236-12	Cleaning Up.	Apr 1984		
52.236-13	Accident Prevention.	Nov 1991		
52.236-14	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		
52.242-5	Payments to Small Business Subcontractors.	Jan 2017		
52.242-13	Bankruptcy.	Jul 1995		
52.242-14	Suspension of Work.	Apr 1984		
52.243-4	Changes.	Jun 2007		
52.244-6	Subcontracts for Commercial Products and Commercial Services.	Feb 2024		
52.245-1	Government Property.	Sep 2021		
52.245-9	Use and Charges.	Apr 2012		
52.247-5	Familiarization with Conditions.	Apr 1984		
52.247-15	Contractor Responsibility for Loading and Unloading.	Apr 1984		
52.247-68	Report of Shipment (REPSHIP).	Feb 2006		
52.249-2	Termination for Convenience of the Government (Fixed-Price). (Alternate I)	Apr 2012	Alternate I	Sep 1996
52.249-10	Default (Fixed-Price Construction).	Apr 1984		
52.253-1	Computer Generated Forms.	Jan 1991		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.203-7003	Agency Office of the Inspector General.	Aug 2019		
252.203-7004	Display of Hotline Posters.	Jan 2023		

252.204-7000	Disclosure of Information.	Oct 2016
252.204-7003	Control of Government Personnel Work Product.	Apr 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Jun 2023
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019
252.216-7010	Postaward Debriefings for Task Orders and Delivery Orders.	Dec 2022
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Jan 2023
252.223-7004	Drug-Free Work Force.	Sep 1988
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023
252.225-7048	Export-Controlled Items.	Jun 2013
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Jan 2023
252.227-7022	Government Rights (Unlimited).	Mar 1979
252.227-7033	Rights in Shop Drawings.	Apr 1966
252.232-7004	DoD Progress Payment Rates.	Oct 2014
252.232-7010	Levies on Contract Payments.	Dec 2006
252.236-7005	Airfield Safety Precautions.	Dec 1991
252.242-7006	Accounting System Administration.	Feb 2012
252.243-7001	Pricing of Contract Modifications.	Dec 1991
252.243-7002	Requests for Equitable Adjustment.	Dec 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023
252.245-7003	Contractor Property Management System Administration	Apr 2012
252.245-7005	Management and Reporting of Government Property.	Jan 2024
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	Oct 2010
252.247-7023	Transportation of Supplies by Sea.	Jan 2023

FAR Clauses Incorporated by Full Text

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

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

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

The Contractor shall be required to (a) commence work under this contract within 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 the completion date stated in each task order.

* The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

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

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$443.75 for the first day of the delay and \$374.56 (unless otherwise determined by the Contracting Officer) for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.216-4 Economic Price Adjustment-Labor and Material. (Jan 2017)

As prescribed in 16.203-4(c), insert the following clause:

Economic Price Adjustment-Labor and Material (Jan 2017)

(a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the rate of pay for labor (including fringe benefits) or the unit prices for material shown in the Schedule either increase or decrease. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in the labor rates (including fringe benefits) and unit prices of material shown in the Schedule results in an adjustment allowable under paragraph (c)(3) of this clause. The Contracting Officer shall modify this contract (1) to include the price adjustment and its effective date and (2) to revise the labor rates (including fringe benefits) or unit prices of material as shown in the Schedule to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit prices of the increases or decreases in the rates of pay for labor (including fringe benefits) or unit prices for material shown in the Schedule. There shall be no adjustment for-

(i) Supplies or services for which the production cost is not affected by such changes;

(ii) Changes in rates or unit prices other than those shown in the Schedule; or

(iii) Changes in the quantities of labor or material used from those shown in the Schedule for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all line items, either party requests an adjustment under paragraph (b) of this clause.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

(End of clause)

52.216-18 Ordering.

(Aug 2020)

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

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from award date through 84 months after.

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

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

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

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

(3) If sent electronically, the Government either-

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

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

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

(End of clause)

52.216-19 Order Limitations.

(Oct 1995)

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

Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$7,000,000.00;

(2) Any order for a combination of items in excess of \$10,000,000.00; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity.

(Oct 1995)

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

Indefinite Quantity (Oct 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 365 days following final stated period of performance from the contract.

(End of clause)

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

(Sep 2019)

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

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

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract. Deputy Director of Contracting, AFICC /KC (OL-ACC), 114 Thompson Street, Bldg 586, Room 129, Langley AFB, VA 23665, telephone (757) 764-5372 (DSN 574-5372) email: acc.a7k1@us.af.mil.

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

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

(End of clause)

52.217-8 Option to Extend Services.

(Nov 1999)

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

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the last option period expiration date.

(End of clause)

52.217-9 Option to Extend the Term of the Contract.

(Mar 2000)

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

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 84 months.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.219-28 Post-Award Small Business Program Rerepresentation.

(Feb 2024)

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

Post-Award Small Business Program Rerepresentation (Feb 2024)

(a) Definitions. As used in this clause-

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

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

(Dec 2010)

As prescribed in 22.1605 , insert the following clause:

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

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR471.2 (d) and (f).

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

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

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

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

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

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

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

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

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

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

(f) Subcontracts.

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

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

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

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

(End of clause)

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

(Nov 2023)

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

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

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

Caribbean Basin country construction material means a construction material that-

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

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

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

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

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

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

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

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

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

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

Cost of components means-

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

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

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

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

Designated country means any of the following countries:

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

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

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

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

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

Domestic construction material means-

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

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

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

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

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

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

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

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

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

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

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

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

Least developed country construction material means a construction material that-

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

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

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

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

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

WTO GPA country construction material means a construction material that-

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

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

(b) Construction materials.

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

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

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

none

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

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

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

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

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

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

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

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

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item1			
Foreign construction material	===	===	===
Domestic construction material	===	===	===
Item1			

Foreign construction material	==	==	==
Domestic construction material	==	==	==

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

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

[Include other applicable supporting information.]

(End of clause)

52.228-15 Performance and Payment Bonds-Construction (Deviation 2020-O0016) (Jun 2020) Deviation 2020-O0016 (Apr 2020)

52.228-15 Performance and Payment Bonds-Construction.

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

PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (APR 2020) (DEVIATION 2020-O0016)

(a) Definitions. As used in this clause-

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

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

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

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

(3) Additional bond protection.

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

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

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

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

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

(End of clause)

52.232-5 Payments under Fixed-Price Construction Contracts.

(May 2014)

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

Payments under Fixed-Price Construction Contracts (May 2014)

- (a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.
- (b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
 - (1) The Contractor's request for progress payments shall include the following substantiation:
 - (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
 - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
 - (iii) A listing of the total amount of each subcontract under the contract.
 - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
 - (v) Additional supporting data in a form and detail required by the Contracting Officer.
 - (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-
 - (i) Consideration is specifically authorized by this contract; and
 - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
 - (c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

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

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

____ (Name)

____ (Title)

____ (Date)

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

- (1) Notify the Contracting Officer of such performance deficiency; and
- (2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8 thday after the date of receipt of the unearned amount until-
 - (i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or
 - (ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

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

separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

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

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

(End of clause)

52.232-27 Prompt Payment for Construction Contracts.

(Jan 2017)

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

Prompt Payment for Construction Contracts (Jan 2017)

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

(a) Invoice payments-

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

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

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

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

(iv) Description of work or services performed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7 thday after the Contractor has completed the work or services

in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

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

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

(6) Additional interest penalty.

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

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

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

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

(ii)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Make such payment within-

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

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

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

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

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

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

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

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

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

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

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

(f) Third-party deficiency reports-

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with 40 U.S.C. 3133, asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the

subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause-

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

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

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

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

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

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

(1) The amount to be withheld;

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

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

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

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

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

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

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

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

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

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

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

(iv) Contractor point of contact.

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

(End of clause)

52.236-1 Performance of Work by the Contractor.

(Apr 1984)

As prescribed in 36.501(b), insert the following clause: [*Complete the clause by inserting the appropriate percentage consistent with the complexity and magnitude of the work and customary or necessary specialty subcontracting (see 36.501(a)).*]

Performance of Work by the Contractor (Apr 1984)

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

(End of clause)

52.236-26 Preconstruction Conference.

(Feb 1995)

As prescribed in 36.522, insert the following clause:

Preconstruction Conference (Feb 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.246-21 Warranty of Construction.

(Mar 1994)

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

Warranty of Construction (Mar 1994)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.247-12 Supervision, Labor, or Materials.

(Apr 1984)

As prescribed in 47.207-5(b), insert a clause substantially as follows in solicitations and contracts for transportation or for transportation-related services when the contractor is required to furnish supervision, labor, or materials:

Supervision, Labor, or Materials (Apr 1984)

The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated under this contract in an orderly, timely, and efficient manner.

(End of clause)

52.248-3 Value Engineering-Construction.

(Oct 2020)

As prescribed in 48.202, insert the following clause:

Value Engineering-Construction (Oct 2020)

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

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

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

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

Government costs, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

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

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

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change-
 - (i) In deliverable end item quantities only; or
 - (ii) To the contract type only.

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

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) of this clause.
- (4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (5) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous

Government actions, if known.

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

(e) Government action.

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

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

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

(f) Sharing-

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

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

(ii) 75 percent for cost-reimbursement contracts.

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

(i) Accept the VECP;

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

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

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

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

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

These data, furnished under the Value Engineering-Construction clause of contract FA483025DAXXX, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

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

(End of clause)

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

Clauses Incorporated By Reference (Feb 1998)

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

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

(End of clause)

52.252-6 Authorized Deviations in Clauses.

(Nov 2020)

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

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

**252.219-7010 Notification of Competition Limited to Eligible 8(a) Participants—
Partnership Agreement (DEVIATION 2023-O0007)**

(Oct 2019) Deviation 2023-O0007 (Aug 2023)

252.219-7010 Notification of Competition Limited to Eligible 8(a) Participants--Partnership Agreement (DEVIATION 2023-O0007).

As prescribed in 219.811-3(2), use the following clause:

**NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) PARTICIPANTS--PARTNERSHIP AGREEMENT(AUG 2023)
(DEVIATION 2023-O0007)**

(a) Awards will only be made to small business concerns that are expressly certified by the Small Business Administration (SBA) for participation in SBA's 8(a) Program and which meet the following criteria at the time of submission of offer:

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan.

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by SBA.

(3) If the competition is to be limited to 8(a) concerns within one or more specific SBA regions or districts, then the offeror's approved business plan is on the file and serviced by ____.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Unless SBA has waived the requirements of paragraphs (d)(1)(i) through (iii) and (d)(2) of this clause in accordance with 13 CFR 121.1204, a small business concern that provides an end item it did not manufacture, process, or produce, shall--

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas; for kit assemblers, see paragraph (d)(2) of this clause instead;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) When the end item being acquired is a kit of supplies, at least 50 percent of the total cost of the components of the kit shall be manufactured, processed, or produced by small businesses in the United States or its outlying areas.

(3) The requirements of paragraphs (d)(1)(i) through (iii) and (d)(2) of this clause do not apply to construction or service contracts.

(e) The _____ [insert name of SBA's contractor] will notify the 23 CONS Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

252.236-7001 Contract Drawings and Specifications.

(Aug 2000)

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

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall-

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

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

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

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

Title	File	Drawing No.
identified on the task order	_____	_____
(End of clause)		

Supplemental Clauses Incorporated by Full Text

5352.201-9101 ACC Ombudsman

(Jul 2023)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, Deputy Director of Contracting, AFICC /KC (OL-ACC), 114 Thompson Street, Bldg 586, Room 129, Langley AFB, VA 23665, telephone (757) 764-5372 (DSN 574-5372) email: acc.a7k1@us.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

(End of clause)

5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS)

(Jun 2024)

(a) Contractors shall not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

(b) For the purposes of Department of the Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that uses one or more of these Class I ODSs as minor constituents do not meet the Department of the Air Force definition of a Class I ODS.]

(End of clause)

5352.242-9000 Contractor Access to Air Force Installations

(Jun 2024)

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Department of the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and signed base pass request to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Integrated Defense, and AFI 31-501, Personnel Security Program Management citing the appropriate paragraphs as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) The contractor shall provide an after-hours contact number or after-hours email in the Emergency Mass Notification System (EMNS) for each of their personnel, whose normal place of duty is on a DoD installation or within a DoD facility. The contractor shall comply with any additional requirements in DAFMAN 10-206 for emergency operational reporting. Foreign Nationals may participate and may remove themselves from the Emergency Mass Notification System at any time. To update information, personnel can access the globe icon on their system desktop screens and choose the "Access Self-Service" option.

(g) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

Section J - List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	RFP Atch 1a - Moody Installation Guide Specs (Vol 1)	Technical Specifications	RFP Atch 1a	03 Jun 2024	
02	RFP Atch 1b - Moody Installation Guide Specs (Vol 2)	Technical Specifications	RFP Atch 1b	03 Jun 2024	
03	RFP Atch 1c- Moody AFB A-E Design Guide	Technical Specifications	RFP Atch 1c	01 Jul 2016	
04	RFP Atch 2 - General MACC Statement of Work (SOW) (3 Jul 24)	Statement of Work	RFP Atch 2	03 Jul 2024	
05	RFP Atch 2a Special Contract Requirements	Contract Specifications	RFP Atch 2a	10 Jun 2024	
06	RFP Atch 3 - Seed Project SOW, QSEU 23- 0118, Repair Lighting Protection System (LPS)	Seed Project Statement of Work	RFP Atch 3	25 Jun 2024	
07	RFP Atch 3a(i) - Bldg 1107, Rocket Test Cell Shop, LPS Specs	Seed Project Bldg. 1107 LPS Specs	RFP Atch 3a(i)	22 May 2024	
08	RFP Atch 3a(ii) - Bldg 1107 LPS Drawings	Seed Project Bldg. 1107 LPS Drawings	RFP Atch 3a(ii)	22 May 2024	
09	RFP Atch 3a(iii)- Bldg. 1107 Submittal Register	Seed Project 1107 Submittal Register	RFP Atch 3a(iii)	22 May 2024	
10	RFP Atch 3b(i) - Bldg 1108, Missile Assembly Shop LPS, Specs	Seed Project Bldg. 1108 LPS Specs	RFP Atch 3b(i)	22 May 2024	
11	RFP Atch 3b(ii) - Bldg 1108 LPS Drawings	Seed Project Bldg. 1108 Drawings	RFP Atch 3b(ii)	22 May 2024	

12	RFP Atch 3b(iii) - Bldg 1108 Submittal Register	Seed Project Bldg. 1108 Submittal Register	RFP Atch 3b(iii)	22 May 2024	
13	RFP Atch 3c(i) - Bldg 1109, Conventional Munitions Shop, LPS Specs	Seed Project Bldg. 1109 LPS Specs	RFP Atch 3c(i)	22 May 2024	
14	RFP Atch 3c(ii) - Bldg 1109 LPS Drawings	Seed Project Bldg. 1109 LPS Drawings	RFP Atch 3c(ii)	22 May 2024	
15	RFP Atch 3c(iii)- Bldg. 1109 Submittal Register	Seed Project Bldg. 1109 Submittal Register	RFP Atch 3c(iii)	22 May 2024	
16	RFP Atch 3d(i) - Bldg 1121, Ancillary Explosives Facility, LPS Specs	Seed Project Bldg. 1121 LPS Specs	RFP Atch 3d(i)	22 May 2024	
17	RFP Atch 3d(ii) - Bldg 1121 LPS Drawings	Seed Project Bldg. 1121 LPS Drawings	RFP Atch 3d(ii)	22 May 2024	
18	RFP Atch 3d(iii) - Bldg 1121 Submittal Register	Seed Project Bldg. 1121 Submittal Register	RFP Atch 3d(iii)	22 May 2024	
19	RFP Atch 4 - Seed Project WBS & Price Worksheet	Seed Project Price Worksheet	RFP Atch 4	22 May 2024	
20	RFP Atch 5a(i) WD FL20240066 Highway 20 Sep 24 (Lowndes, GA)	Wage Determination	RFP Atch 5a(i)	20 Sep 2024	
21	RFP Atch 5a(ii) - WD, GA20240290, Heavy 05 Jan 24 (Lowndes & Lanier, GA)	Wage Determination	RFP Atch 5a(ii)	05 Jan 2024	
22	RFP Atch 5a(iii) WD FL20240316 Building 20 Sep 24 (Lanier & Lowndes, GA)	Wage Determination	RFP Atch 5a(iii)	20 Sep 2024	
23	RFP Atch 5b(i) WD FL20240066 Highway 20 Sep 24 (Lanier, GA)	Wage Determination	RFP Atch 5b(i)	20 Sep 2024	

24	RFP Atch 5c(i) - WD, GA20240212, Highway 05 Jan 24 (Colquitt, GA)	Wage Determination	RFP Atch 5c(i)	05 Jan 2024	
25	RFP Atch 5c(ii) - WD, GA20240060, Heavy 26 Jul 24 (Colquitt, GA)	Wage Determination	RFP Atch 5c(ii)	26 Jul 2024	
26	RFP Atch 5c(iii) WD FL20240166 Building 20 Sep 24 (Colquitt, GA)	Wage Determination	RFP Atch 5c(iii)	20 Sep 2024	
27	RFP Atch 5d(i) WD FL20240267 Highway 13 Sep 24 (Polk, FL)	Wage Determination	RFP Atch 5d(i)	13 Sep 2024	
28	RFP Atch 5d(ii)- WD, FL20240131, Heavy 12 Jul 24 (Polk, FL)	Wage Determination	RFP Atch 5d(ii)	12 Jul 2024	
29	RFP Atch 5d(iii)- WD, FL20240223, Building 12 Jul 24 (Polk, FL)	Wage Determination	RFP Atch 5d(iii)	12 Jul 2024	
30	RFP Atch 5e(i) WD FL20240251 Highway 13 Sep 24 (Highland, FL)	Wage Determination	RFP Atch 5e(i)	13 Sep 2024	
31	RFP Atch 5e(ii) - WD, FL20240093, Heavy 05 Jan 24 (Highlands, FL)	Wage Determination	RFP Atch 5e(ii)	05 Jan 2024	
32	RFP Atch 5e(iii)- WD, FL20240207, Building 12 Jul 24 (Highlands, FL)	Wage Determination	RFP Atch 5e(iii)	12 Jul 2024	
33	RFP Atch 6 Site Visit Pre- Registration_Form	Site Visit Entry Request	RFP Atch 6	25 Sep 2024	
34	RFP Atch 7 Past Performance Questionnaire (PPQ) Amended 0002	Past/Present Performance Questionnaire	RFP Atch 7	17 Oct 2024	

35	RFP Atch 8 - Past Performance Information (PPI)	Past Performance Information	RFP Atch 8	16 Jul 2024	
36	RFP Atch 9 - Client Authorization Letter	Client Authorization Letter	RFP Atch 9	16 Jul 2024	
37	RFP Atch 10 Subcontractor Consent Letter Amended 0002	Subcontractor Consent Letter	RFP Atch 10	17 Oct 2024	
38	RFP Atch 11 - Question & Answer Form	Question & Answer Form	RFP Atch 11	16 Jul 2024	
39	RFP Atch 12 Pre-Proposal Conference Site Visit Invitation Amended 0002	Pre Proposal Conference and Site Visit		17 Oct 2024	

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.204-26	Covered Telecommunications Equipment or Services-Representation.	Oct 2020		
52.204-29	Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures.	Dec 2023		
52.209-7	Information Regarding Responsibility Matters.	Oct 2018		
52.209-13	Violation of Arms Control Treaties or Agreements-Certification.	Nov 2021		
52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	Jun 2020		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	May 2021		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Aug 2022		

FAR Clauses Incorporated by Full Text

52.204-8 Annual Representations and Certifications.

(May 2024)

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

Annual Representations and Certifications (May 2024)

(a)

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

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

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

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

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

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

(b)

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

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

(i) Paragraph (d) applies.

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

(c)

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

- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-
- (A) The acquisition is to be made under the simplified acquisition procedures in part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
 - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the 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 II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

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

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

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

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

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

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

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

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2023)

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

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

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

(i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

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

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

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

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

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

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.sam.gov>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within

the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*Offeror to insert changes, identifying change by provision number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of provision)

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

L.1 GENERAL INTRODUCTIONS

L-1.1 To ensure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. This Section L of the Request for Proposal (RFP) provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The offeror's proposal must include all data and information requested in Section L and must be submitted in accordance with (IAW) these instructions. Non-conformance with the instructions provided in this Section L and/or failure to meet a requirement may result in an offeror being ineligible for award.

L-1.2 Proposals must demonstrate a comprehensive understanding of the nature and scope of work required. The proposal shall be clear, concise, and include sufficient detail for effective evaluation and substantiating the validity of stated claims. The proposal must not simply rephrase or restate the Government's requirements, but rather, shall provide convincing rationale to address how the offeror intends to meet these requirements. Statements such as "will comply," "noted and understood," "IAW industry best practices/standards," etc., without supporting narrative is unacceptable. Cursory responses or responses that merely reiterate or paraphrase Multiple Award Construction Contract (MACC) Specifications language will not be considered to satisfy the requirements of the RFP.

L-1.3 Elaborate brochures or documentation, binding detailed artwork, and other embellishments are neither necessary nor desired.

L-1.4 The Government requires a minimum acceptance period of **180 calendar days** from the date of receipt of offers as stated in Section A, Block 13D of the contract/solicitation; however, offerors may specify an acceptance period exceeding the Government's minimum requirement. In that case, the offeror must affirmatively state an acceptance period in Section A, Block 17.

L-1.5 The Government reserves the right to cancel this solicitation at any point before contract award. In the event this solicitation is cancelled, the Government has no obligation to reimburse offerors for any costs incurred.

L-2 GENERAL INFORMATION

L-2.1 Government Points of Contact. The Contract Specialists (CS) listed below are the Government's sole points of contact for this acquisition. The deadline for all questions, concerns, and/or request for clarification is no later than 14 calendar days prior to the proposal due date. Any questions submitted after this date may not be answered. Contact information is as follows:

23 CONS/PKA Brittany Richardson Telephone: 229-257-4713 brittany.richardson.8@us.af.mil	23 CONS/PKA Amanda Richardson Telephone: 229-257-9756 Amanda.richardson.13@us.af.mil	
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L-2.2 Debriefings. The CO will promptly notify offerors of any decision to exclude them from the competitive range if a competitive range is established; whereupon the offeror may request and receive a debriefing IAW FAR 15.505. Offerors excluded from the competitive range may request either a pre-award debriefing or post-award debriefing. **NOTE:** Offerors excluded from the competitive range are entitled to a single debriefing. The CO will notify unsuccessful offerors in the competitive range of the source selection decision IAW FAR 15.506. Upon such notification, unsuccessful offerors may request and receive a debriefing. Offerors desiring a debriefing must make their request IAW the requirements of FAR 15.505 or 15.506, as applicable.

L-2.3 Discrepancies. If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the CO in writing with supporting rationale as well as the remedies the offeror is asking the CO to consider as related to the claimed omission or error. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussions.

L-2.4 Conflicting Proposals. Proposal must be submitted in both electronic and paper format specified in L.3 and Table 1. In case of a conflict between paper and electronic proposal copies, the paper version will take precedence.

L-3 PROPOSAL PREPARATION INSTRUCTIONS

L-3.1 Proposals must be completed and received prior to the time specified in Block 13 of the SF 1442. The sealed envelope or package used in submitting your proposal must be plainly marked with the time and date specified for receipt, solicitation number, and offeror's POC name, address, and phone number. Proposals must only be delivered via commercial carriers or hand-delivery. Proposals submitted by e-mail or regular mail (other than commercial carriers) **WILL NOT** be accepted. Proposals can be delivered to the following address:

23d Contracting Squadron/PKA

ATTN: Amanda Richardson

4380 Alabama Road, Bldg. 932, Moody AFB, GA, 31699

Note: Access to Base Facilities - 23d Contracting Squadron (23 CONS) is located on an Air Force installation and all access to the installation is controlled by the US Armed Forces. An escort may be required and access will not be granted based solely on the need to submit a proposal (Offerors who have no visitor pass must notify the CO via e-mail not later than 4:00 PM (EST) two (2) days prior to hand-delivery for arranging a meeting time at the gate). Furthermore, the Air Force may conduct random exercises which may require the closure of the main entrance gate and the utilization of an alternate base entry. Any delay based on access will not be accepted as a reason for late receipt of the proposal by the Government. Late proposals will be processed IAW FAR 52.215-1(c), *Submission, modification, revision, and withdrawal of proposals.*

L-3.2 Organization/Number of Copies/Page Limits. The proposal will be comprised of three (3) separate volumes as prescribed in L-3.2, Table 1, Proposal Organization. Volume titles, submittal formats, quantities, and page limits shall comply with Table 1. The specific contents of each proposal volume are described in the paragraph below:

Table 1 - Proposal Organization

Volume	Volume Title	Font and Size	Page Limit	CD/DVD	Hard Copies
I	Technical	Times New Roman, size 12	Subfactor 1: No more than 50 pages Subfactor 2: No more than 10 pages	Quantity not Restricted*	1 Original
II	Past Performance	Times New Roman, size 12	See Subsection L. 5.2	Quantity not Restricted*	1 Original
III	Price and Other Contracting Considerations	Times New Roman, size 12	*Unlimited	Quantity not Restricted*	1 Original

* Offeror shall submit all volumes in electronic format, using re-writable CD/DVDs. Separate CD/DVDs are not required for each volume but use separate files to permit rapid location of all portions. The electronic proposal shall be delivered concurrently with the hard

copy. If files are compressed, the necessary decompression utility must be included. The electronic copies of the proposal shall be submitted in a **"bookmarked" PDF format** readable by Adobe Acrobat generated by Word, Excel, Project, PowerPoint, etc., as applicable. Offerors are cautioned that the original hardcopy form of the offeror's proposal shall take precedence if any inconsistencies or discrepancies exist between the offeror's original hard copy proposal and the documents submitted on electronic media.

L-3.2.1 Page Limitation. Page limitations for each volume are listed in L-3.2, Table 1 and shall be treated as the maximum limitation. Each page shall be counted except the following: the front and back cover, executive summary, blank pages, title pages, glossaries, and those parts of the proposal noted as unlimited. If the proposal volume exceeds the page limitation, the excess pages will not be read or considered in the evaluation of the proposal volume. Page limitations may also be placed on responses to Evaluation Notices (ENs). The specified page limits for EN responses will be identified in the letters forwarding the ENs to the offerors.

L-3.2.2 Page Size and Format. A page is defined as each face of a sheet of paper containing information. When both sides of a sheet display printed material, it shall be counted as two (2) pages. Typing shall be in Times New Roman font size 12, single-spaced, on plain white paper. Page size shall be 8.5 x 11 inches, not including foldouts, one (1) inch margin all-around. Pages shall be numbered sequentially by proposal Volume. No material may be incorporated by reference. Each volume shall contain a table of contents. Tab indexing shall be used to identify sections. Elaborate formats, bindings, or color presentations are not desired or required. These page formats also apply to responses to ENs, if issued. These limitations apply to both electronic and hard copy proposals.

L-3.2.3 Binding and Labeling. The original hard copy proposal shall have each volume separately bound in a 2-, 3-, or 4-ring loose leaf binder which shall permit it to lie flat when open. Volumes I through III shall not be submitted together within the same binding. Staples shall not be used. Each volume shall include a cover sheet that clearly indicates the volume number, title, solicitation identification, and the offeror's name. Be sure to apply all appropriate markings including those prescribed IAW FAR 52.215-1(e), *Restriction on Disclosure and Use of Data*, and FAR 3.104-4, *Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information*.

L-3.2.4 Narrative Graphics. Legible tables, charts, graphs, and figures should be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. This paragraph applies to any graphics used within the proposal only; this does not apply for drawings or Work Breakdown Structure estimate (see L.4.3.1.1(c)). These displays shall be simple to understand and shall not exceed 11 x 17 inches in size. Foldout pages shall fold entirely within the volume, and each surface containing information will count as a single page. Foldout pages shall only be used for large tables, charts, graphs, diagrams, and schematics, not for pages of text. For tables, charts, graphs and figures, the text shall be no smaller than font size 10. These limitations apply to both electronic and hard copy proposals.

L-3.2.5 Cross Referencing. To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Information required for proposal evaluation that is not found in its designated volume will be assumed to have been omitted from the proposal.

L-3.2.6 Glossary of Abbreviations and Acronyms. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

L-3.2.7 Operating System and Applications. Proposals will be accessed with the Microsoft Windows 10 Operating System. Proposal files shall be submitted using only the applications listed below:

<u>Application / File</u>	<u>Valid Extensions</u>
Portable Document Files	.pdf
Microsoft Word	.docx
Microsoft Excel	.xlsx
Microsoft Power Point	.pptx
Microsoft Project	

L-3.3 QUESTIONS.

(a) Offerors are encouraged to submit all additional written questions and requests for clarification. All questions regarding this solicitation and the MACC requirement must be submitted in writing, in Microsoft Word format, using Questions & Answers (Q&A) Form (Attachment 11), and shall be emailed to **ALL** points of contacts listed in paragraph L-2.1. Questions or requests for RFP clarification must be received NLT 14 calendar days prior to the proposal due date. Any questions submitted after this date may not be answered. 23 CONS assumes no responsibility for non-delivery due to problems with email servers, and extensions are at the sole discretion of the CO.

(b) To ensure all offerors have availability to information at the same time, the received questions and subsequent answers will be posted to the System for Award Management (SAM) website, www.sam.gov. It is the responsibility of the contractor to continuously monitor the site for updates. Failure of a prospective offeror to submit any questions or attend the pre-proposal conference and site visit will be construed to mean that the prospective offeror fully understands all requirements of the solicitation. Questions will be answered and posted NLT the established due date.

L-3.4 PRE-PROPOSAL CONFERENCE/SITE VISIT: IAW FAR 15.201, *Exchanges with Industry Before Receipt of Proposals*, a single pre-proposal conference/site visit will be held at, **Building 780, 8414 Vanguard Road, Moody AFB GA on 17 Oct 2024 at 9:00 AM (EST-Eastern Standard Time)**. All prospective offerors are highly encouraged to attend this conference/site visit and are advised that this will be held solely for the purpose of explaining the concepts involved in the seed project and the specification, terms, and conditions of this solicitation. Please see the separate "**Pre-Proposal Conference/Site Visit Invitation**" and "**Site Visit Pre-Registration Form**," within the RFP package for complete details.

L-4 VOLUME I- TECHNICAL

L-4.1 General. Each offeror shall submit a Technical volume with its proposal. The Technical volume shall be specific, detailed, complete, and clearly demonstrate the offerors thorough understanding of requirement for the accomplishment of this effort. Submissions will be evaluated against the Technical subfactors defined in *Section M, Evaluation Factors for Award*. Using the instructions provided below, provide a detailed approach to accomplish/satisfy all subfactors. **Do not merely reiterate the objectives or reformulate the requirements specified in the Statement of Work (SOW) for Seed Project (Attachment 3) or MACC General SOW (Attachment 2).** By submitting a proposal, the offeror affirms that its organization will perform all the requirements specified in the solicitation.

L-4.2 Volume Organization. The Technical volume shall be organized according to the following general outline:

- 1) Table of Contents
- 2) Summary Page(s)
- 3) Glossary of Abbreviations and Acronyms
- 4) Cross Reference (if applicable)
- 5) Subfactor 1- Complete Technical Approach & Plan of Execution of Seed Project
- 6) Subfactor 2- Management Plan

L-4.2.1 Summary Page(s). To aid the Government's understanding, provide a summary of the offeror's proposed technical approach that explains how the approach will efficiently and effectively meet the requirement. The Summary Page(s) shall not exceed two (2) pages.

L-4.2.2 Glossary of Abbreviations and Acronyms. Offeror shall provide a glossary of abbreviations and acronyms utilized in the Technical volume to clarify unfamiliar terms.

L-4.3 Technical Subfactors

L-4.3.1 Subfactor 1: Complete Technical Approach & Plan of Execution of Seed Project. This subfactor will assess the offeror's technical approach to accomplish all work elements of the MACC Seed Project, Project No. QSEU 23-0118, Repair Lightning Protection System, Multi-Facilities. The seed project magnitude is between \$500,000 and \$1,000,000 IAW FAR 36.204(e). The seed project is a programmed and tangible task order which the Government intends to execute under the new MACC in the near future.

***NOTE:** The Government discloses an Architect-Engineering (A-E) firm as the developer of the seed project requirements, Project No, QSEU 23-0118. IAW FAR 36.209, this firm is ineligible for bidding on the new MACC as the prime contractor because as the requirement developer, they possess source selection information that is relevant to the contract but is not available to all competitors. However, to prevent any potential Organizational Conflict of Interest (OCI) and the appearance of an unfair competitive advantage described in FAR 9.505(a), the offerors are instructed not to contact/use the below identified A-E firm as their subcontractor or enter into a joint venture partnership and/or make a teaming arrangement with them for the purpose of bidding on this solicitation. This restraint applies only to the Project No. QSEU 23-0118 and for the duration of the MACC source selection or until the final MACC contracts are awarded. Any offeror who is not in compliance with this solicitation provision will be rendered non-responsible and ineligible for award.

J Glenn Gregory & Associates Architects PC

1807 N Patterson St

Valdosta, GA 31602

L-4.3.1.1 Provide a preliminary work plan IAW the SOW for Seed Project (Attachment 3 and all the sub-attachments) and Moody Installation Guide Specifications (Attachments 1a and 1b) to demonstrate coordination efforts among the different trades /subcontractors, the sequencing of construction, and the implementation of roles and responsibilities of the key personnel.

(a) **Scope of Work** - Provide a written narrative summarizing, explaining, and documenting the processes anticipated to successfully fulfill the requirements of the seed project from task order award to final acceptance. Identify the different trades and subcontractors and demonstrate how each will coordinate work to show a fluid sequence and minimize down-time or delay. The narrative shall clearly define the roles and responsibilities of all key personnel and show how each will implement their responsibilities.

(b) **Construction Schedule** - Provide a Construction Work Schedule, identifying the definable features of work, in a Microsoft Project 2016 or higher format, and shall be generated using the critical path method, including the milestones. The Construction Work Schedule shall reflect project phasing construction/start date, hold-point inspections, completion date, utility outages, major equipment deliveries, and installation, tests, pre-final inspections, final inspections and delivery of project closeout documents as included in the Moody Installation Guide Specifications (Attachments 1a and 1b).

(c) **Work Breakdown Structure (WBS)** - Using Seed Project WBS/Bid Schedule Price Worksheet (Attachment 4), provide WBS estimate for the construction of the seed project based on the Construction Specifications Institute (CSI) Master Format, IAW Moody Installation Guide Specifications (Attachments 1a and 1b) MACC General SOW (Attachment 2), and SOW for Seed Project (Attachment 3), and its related sub-attachments.

L-4.3.2 Subfactor 2: Management Plan (MP). This subfactor will assess the offeror's capability to appropriately manage and employ the necessary resources to execute the contract and all task orders for the duration of the contract. Upon contract award, this MP will be incorporated into the basic contract to be a part of the contract requirements. Additional task order specific information may be required for future individual task orders.

L-4.3.2.1 Provide a detailed MP to include, as a minimum, the following components to cover all activities, both onsite and offsite, work by subcontractors, fabricators, suppliers, and purchasing agents IAW the Moody Installation Guide Specifications (Attachments 1a and 1 b):

(a) Complete key personnel organizational chart with a supporting narrative identifying precise lines of authority and responsibilities, including qualifications, certifications and duties of each person assigned to a key function.

(b) Narrative, or other effective means, detailing procedures for Quality Control (QC), scheduling, reviewing, certifying, and managing submittals.

(c) Complete Accident Prevention Plan (APP) to include identification of the Site Safety Health Officer (SSHO), document that outlines occupational safety and health policy, responsibilities, program requirements, and Activity Hazard Analysis (AHA).

L-5.0 VOLUME II - PAST PERFORMANCE

L-5.1 General. Each offeror shall submit a Past Performance volume prepared IAW all instructions contained within Section L. The Past Performance volume will be evaluated IAW the evaluation criteria in Section M. Volume II shall contain the following:

L-5.2 Format and Specific Content

L-5.2.1 Volume Organization. The Past Performance volume shall be organized according to the following general outline:

- 1) Table of Contents
- 2) Summary Page(s)
- 3) Glossary
- 4) Past Performance Information (PPI)
- 5) Organization Structure Change History
- 6) Client Authorization Letters
- 7) Subcontractor Letters of Consent
- 8) Past Performance Questionnaires (PPQ)

L-5.2.2 Summary Page(s). Describe the role of the offeror and each subcontractor, teaming partner, and/or joint venture partner for whom the offeror is required to provide PPI sheets. The Summary Page(s) shall not exceed two (2) pages. If the offeror intends to fulfill the requirements of this RFP in a teaming arrangement or joint venture, the offeror must provide complete information as to the arrangement, including their roles, responsibility, and line of authority in the Summary Page(s).

L-5.2.3 Past Performance Information (PPI): Utilizing the PPI (Attachment 8), submit accurate information on no more than three (3) total recent contracts/task orders the offeror considers most relevant in demonstrating their ability to perform the proposed effort. One (1) of the past performance references may be for a subcontractor, teaming partner, and/or joint venture partner that will perform major or critical aspects of the requirement (i.e., 25% or more of the work). "Recent" is defined as ongoing contracts/task orders or those completed within three (3) years of the date of issuance of this solicitation, to include at least six (6) months of documented performance during the three-year period. Include rationale supporting the offeror's assertion of relevance. For a description of the characteristics or aspects the Government will consider in determining relevancy, reference Section M. Letters, metrics, customer surveys, independent surveys, etc., which demonstrate customer satisfaction with overall job performance may be provided as part of the PPI. The PPI for each contract along with any corresponding letters, metrics, customer surveys, independent surveys, etc., is limited to five (5) pages total per contract. The Government may collect additional references from other sources during the evaluation of past performance. It is the offeror's responsibility to ensure the POC information provided in the PPI is accurate, is available, and knowledgeable of the performance provided under that contract.

L-5.2.3.1 Specific Content. The PPI for each contract or subcontract shall include the following:

- (a) Contracting Agency/Customer.
- (b) Contract Number and/or Task Order (TO) Number (for subcontracts, provide the prime contract number and subcontract number).
- (c) Contract Type.

- (d) Total Dollar Value of the Task Order (TO) and Total Dollar Contract Value.
- (e) Date of Award.
- (f) Period of Performance.
- (g) Narratives addressing how performance of the subject contract is relevant to the requirements of this solicitation.
- (h) Description of the role of the offeror and each subcontractor.
- (i) Contracting Officer's Name or Commercial Customer POC, Telephone Number and e-mail Address.

The offeror is required to identify and explain aspects of the proposed effort and how they relate to the requirements described in this solicitation. This may include a discussion of steps taken by the offeror to resolve problems encountered on prior contracts, as well as past efforts to identify and manage program risks. **NOTE:** Merely encountering problems does not automatically result in "Unacceptable" rating, since the problems encountered may have occurred on a more complex project, or an offeror may have subsequently demonstrated the ability to successfully overcome the problems. The offeror is required to clearly demonstrate management actions employed in overcoming problems and the effects of those actions in terms of improvements achieved or problems rectified.

L-5.2.4 Organizational Structure Change History. Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include in this proposal volume a "roadmap" describing all such changes in the organization of your company. A pamphlet or other commercial document describing such reorganizations may suffice. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation/performance confidence assessment. Since the Government intends to consider past performance information provided by other sources as well as provided by the offeror(s), your "roadmap" should be both applicable to the efforts you identify and general enough to apply to efforts on which the Government receives information from other sources. There is no page limit applied to Organizational Structure Change History; however, the offeror is requested to limit the number of pages to the minimum required to clearly articulate the pertinent information.

L-5.2.5 Client Authorization Letters. If applicable, offerors must also include Client Authorization Letters (Attachment 9) for each identified effort performed for a commercial customer (i.e. non-Governmental client), authorizing release to the Government of requested information on the offeror's performance.

L-5.2.6 Subcontractor Letters of Consent. Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor's consent. Proposals must include a Subcontractor Consent Letter (Attachment 10) by each subcontractor, teaming partner, and/or joint venture partner, that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.

L-5.2.7 Past Performance Questionnaires (PPQs). The Government will evaluate the quality and extent of the offeror's performance deemed relevant to the requirement of this RFP. As soon as practicable, offerors shall complete Section 1 of the PPQ (Attachment 7) and email it to all POC(s) the offeror has identified in the PPI (Attachment 8). The POC(s) will then complete the PPQ and send them directly to the Government representatives identified in the PPQ by e-mail, no later than the proposal due date stated in SF 1442 Section A, Block 13 of this RFP. Offerors shall follow-up with respondents to ensure they have completed and sent the PPQ to 23 CONS/PKA. Once submitted, the information contained therein shall be considered sensitive and shall not be released to the offeror. Include the completed Sections 1 of the PPQ in the Past Performance proposal volume. Any PPQs submitted directly by an offeror will not be considered. It is the sole responsibility of the offeror to send out and track the completion of a PPQ to ensure it is received by the proposal deadline.

L-6 VOLUME III: PRICE AND OTHER CONTRACTING CONSIDERATIONS

L-6.1 General. The Price and Other Contracting Considerations proposal shall be prepared according to these instructions and will be evaluated IAW the evaluation criteria in Section M of this RFP. Compliance with these requirements is mandatory and failure to comply may render the proposal unawardable.

L-6.2 Volume Organization. The Price and Other Contracting Considerations volume shall be organized according to the following general outline:

- 1) Table of Contents
- 2) Summary Page(s)
- 3) Price Data for the Seed Project No. QSEU 23-0118
- 4) Teaming Arrangement(s) and/or Letter of Intent (if applicable)
- 5) Solicitation Requirements, Terms and Conditions
- 6) Offer Acceptance Period
- 7) Bonding Capability

L-6.2.1 Summary Page(s). To aid the Government's understanding, describe how the offeror's proposed price is reasonable and matches the proposed technical approach to meet the requirement. The summary Page(s) shall not exceed two (2) pages.

L-6.3 Price Data for the Seed Project No. QSEU 23-0118

L-6.3.1 Price Reasonableness. The source selection will be conducted with the expectation of adequate price competition for this acquisition per FAR 15.403-1(c)(1); therefore, certified cost or pricing data are not required per FAR 15.403-1(b)(1). If at any time, however, if the CO determines that adequate price competition no longer exists or if price/coefficient rate reasonableness cannot be determined, offerors may be required to submit certified cost or pricing data or additional data other than certified cost or pricing data, as appropriate, for the CO to determine price reasonableness. The proposal prices shall be based on the offeror's own technical approach submitted in the Technical Proposal (Volume I) and the Seed Project SOW requirements.

L-6.3.2 Proposed Price. The offeror shall provide a price breakdown for the Seed Project by providing a completed Seed Project WBS/Bid Schedule Price Worksheet (Attachment 4) for the entire construction work required to complete the seed project IAW SOW. This is the same attachment/format requested under the Technical Subfactor 1(c); however, the offerors are requested to submit the same attachment under the Price volume for the Price evaluation by the Price evaluation team. Offers should be complete, accurate, and sufficiently detailed to demonstrate their price reasonableness, reflect a clear understanding of the requirement, and be consistent with the offeror's technical proposal. The burden of proof or credibility of proposed pricing rests with the offeror. Potential rounding shall be limited to 2 digits after the decimal. **(NOTE: Do not insert proposed price for the seed project under the CLINs in Section B of this solicitation. Section B will be completed by the Government at the time of contract award.)**

L-6.4 Other Contracting Considerations.

L-6.4.1 Cover Page. Include a cover letter or proposal cover page. The Government intends to make a total of nine (9) MACC awards in three (3) Small Business (SB) categories: three (3) awards for HUBZone small businesses, three(3) awards for Section 8(a) concerns, and three (3) awards for Small Businesses. **To ensure the Government's accurate understanding, clearly indicate all your SB socio-economic statuses on the top of the cover page. If your firm belongs to both HUBZone and Section 8(a) sub-categories, you MUST indicate both.** Please carefully read the proposal evaluation process steps outlined in Section M-1.3.2 for complete details on how the Government intends to separate and evaluate the offerors' proposals within each SB category. Additionally, list the name(s), title, office/mobile phone number, and e-mail address(es) of those individuals authorized to make decisions on behalf of the offeror with respect to the proposal and those individuals authorized to negotiate with the Government for this solicitation. The offeror shall also provide the official company/division street address, CAGE code as reflected in the System for Award Management (SAM) registration. In addition, offerors must complete the following and include in Volume III:

(a) Section A -Solicitation/Contract Standard Form 1442 (SF 1442). Offerors are required to complete blocks 14-19, 20A, 20B, and 20C of the SF 1442. An official having the authority to bind the offeror's company contractually must sign and date the SF 1442. The hard copy of the SF 1442 must bear an original authorized signature. By submission of its offer, the offeror agrees to all solicitation requirements, including terms and conditions, as written in the RFP.

(b) Section I -Contract Clauses. The offeror shall complete and submit any applicable clause requiring information to be filled in.

(c) Section K -Representations and Certifications. The offeror shall complete and submit this section in its entirety in addition to completing the on-line Representations and Certifications at SAM (<https://www.sam.gov>).

L-6.4.2 Responsibility Determination. IAW FAR 9.104-7, the offeror is required to comply with the submission regarding FAR 52.209-7, *Information Regarding Responsibility Matters*, found in Section K of this RFP. Since it is the Government's intent to make Award Without Discussions IAW FAR 52.215-1, the Government may request an offeror to submit additional information so a responsibility determination can be made. This request for additional information will not be construed as communications or discussions with an offeror as defined by FAR 15.306. An incomplete proposal maybe considered to indicate lack of understanding of the requirement and may result in the entire proposal being determined "Unacceptable" and eliminated from further consideration.

L-6.4.3 Teaming Arrangement and/or Letter of Intent. If a teaming arrangement is contemplated, provide complete, verifiable information detailing the arrangement, to include any relevant and recent information on previous teaming arrangement with the same partner. Disclose existing or planned agreements between and among the principals, each company's responsibility for financial management of the venture, the business systems contemplated for use by the entity and their location.

L-6.4.4 Alternate Proposals. Alternate proposals will not be accepted.

L-6.4.5 Incurred Expenses. The Government is not responsible for any costs incurred or associated with preparation and submission of a proposal in response to this solicitation. The awardees of the contract as a result of this MACC solicitation will be awarded a task order to meet the minimum guaranteed amount at the time of award. The Government intends to issue a task order for the seed project in the near future under the new MACC IDIQ contract. NO OFFEROR WILL BE COMPENSATED FOR SUBMITTING A PROPOSAL.

L-6.4.6 Bonding Capability. Provide evidence of bonding capacity that must be provided from an acceptable surety IAW FAR 28.202, *Acceptability of Corporate Sureties*. Evidence must show the offeror's sufficient bonding capability to meet the maximum task order amount of \$7,000,000 as well as an aggregate amount of \$10,000,000. The document must include the surety company's name, address, telephone number, and points of contact. The surety must be listed in the Department of Treasury Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies". The project and aggregate bonding amounts shall not exceed the surety's underwriting limit certified by the U.S. Department of the Treasury. This information will be used in the Contracting Officer's determination of responsibility.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-7	System for Award Management.	Oct 2018		
52.204-16	Commercial and Government Entity Code Reporting.	Aug 2020		
52.204-22	Alternative Line Item Proposal.	Jan 2017		
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts).	Dec 2022		
52.214-34	Submission of Offers in the English Language.	Apr 1991		
52.214-35	Submission of Offers in U.S. Currency.	Apr 1991		
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work.	May 2014		
52.236-28	Preparation of Proposals-Construction.	Oct 1997		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		
252.215-7016	Notification to Offerors-Postaward Debriefings.	Dec 2022		

FAR Clauses Incorporated by Full Text

52.216-1 Type of Contract. (Apr 1984)

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

Type of Contract (Apr 1984)

The Government contemplates award of a firm fixed-price multiple award IDIQ contract resulting from this solicitation.

(End of provision)

52.216-27 Single or Multiple Awards. (Oct 1995)

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

Single or Multiple Awards (Oct 1995)

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

(End of provision)

52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. (Feb 1999)

As prescribed in 22.810(b), insert the following provision:

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
<u>Georgia: 31.1% // Florida 17.1% & 18%</u>	<u>Nationwide: 6.9%</u>

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 Moody AFB, Grand Bay Range, Valdosta Regional Airport, Grassy Pond and Spence Field, GA; Avon Park Air Force Range, FL; GA Counties: Colquitt, Lanier, and Lowndes, Florida Counties: Highlands, and Polk.

(End of provision)

52.233-2 Service of Protest.

(Sep 2006)

As prescribed in 33.106 , insert the following provision:

Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 23d Contracting Squadron 4380 Alabama Road Bldg. 932 Moody AFB GA 31699- 1794 Mrs. Mary Twitty.

(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)

As prescribed in 36.523 , insert a provision substantially the same as the following:

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: Amanda Richardson

Address: 4380 Alabama Rd., Bldg. 932 Moody AFB, GA 31699

Telephone: (229) 257-9756

(End of Provision)

52.252-1 Solicitation Provisions Incorporated by Reference.

(Feb 1998)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

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

(End of provision)

52.252-5 Authorized Deviations in Provisions.

(Nov 2020)

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

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation 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)

DFARS Clauses Incorporated by Full Text

252.215-7008 Only One Offer.

(Dec 2022)

As prescribed at 215.408(3), use the following provision:

ONLY ONE OFFER (DEC 2022)

(a) *Cost or pricing data requirements.* After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data IAW paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) *Canadian Commercial Corporation.* If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required IAW DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable according to FAR 15.403-3(a)(1).

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) *Subcontracts.* Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Section M - Evaluation Factors for Award

M-1 SOURCE SELECTION

M-1.1 Number and Length of Contracts. The Government intends to award nine (9) Indefinite-Delivery Indefinite-Quantity (IDIQ) contracts for this Multiple Award Construction Contract (MACC) program from the pool of offers received. The Government intends to award three (3) contracts to offerors in each of the following categories: HUBZone small businesses, Section 8(a) concerns, and Small Businesses. In addition, the Government intends to reserve a pool of up to two (2) "On-Ramp" contractors in each category (see Attachment 2a - MACC Special Contract Requirements, Section 5 - On/Off-Ramp Procedures for details). The Government reserves the right to award more or less contracts, or none, if the Source Selection Authority (SSA) determines it to be in the Government's best interest. The period of performance of this MACC IDIQ contract will be seven (7) years (a single 5-year ordering period plus two (2) one-year option periods). All awardees as a result of this solicitation will be awarded an initial Task Order (TO) to meet the minimum guaranteed amount of \$250 at the time of award. All routine TOs thereafter will range between \$2,000 and \$7,000,000.

M-1.2 Basis for Contract Award

M-1.2.1 This is a Lowest Price Technically Acceptable (LPTA) source selection in accordance with (IAW) Air Force Source Selection Procedures, MP5315.3 and DoD Source Selection Procedures, dated 20 August, 2022. To be considered for award, the proposal must conform to all solicitation requirements and the offeror must be deemed responsible IAW FAR 9.104-1.

M-1.2.2 All technically acceptable offers with acceptable past performance rating shall be treated equally except for their prices. Failure to meet a requirement may result in an offeror being determined technically unacceptable.

M-1.2.3 For the purpose of conducting evaluations, the Government will first separate all proposals into three (3) SB socio-economic categories: HUBZone small businesses, Section 8(a) concerns, and Small Businesses. Then the Government will rank the proposals within the same category pool by Total Evaluated Price (TEP). The Government will conduct the Technical and Past Performance evaluations for each SB category separately as detailed in M-1.3.2.

M-1.2.4 The SSA will make an integrated assessment best value award decision or determine the competitive range for the purpose of holding discussions. While the Government will strive for maximum objectivity, the source selection process, by its nature, is subjective; and therefore, professional judgment is implicit throughout the entire process.

M-1.3 Discussions and Evaluation Process

M-1.3.1 Discussions. IAW FAR 52.215-1(f)(4), the Government intends to evaluate proposals and award the contracts without discussions. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. Offerors shall submit the required information in the format specified in Section L. Offerors may be asked to clarify certain aspects of their Technical, Past Performance or Price proposal. Exchanges conducted with regard to adverse past performance or to resolve minor or clerical errors in any of the proposal volumes will not constitute discussions, and the Contracting Officer (CO) reserves the right to award a contract without granting an opportunity to revise the original proposal. In addition, the Government reserves the right to reject any or all offers if such action is in the Government's best interests.

M-1.3.1.1 The Government reserves the right to conduct discussions if deemed in its best interest. If the Government elects to hold discussions, a competitive range will be established based on FAR 15.306(c) procedures and this solicitation. The Government reserves the right to further limit the number of proposals in the competitive range to the greatest number that will permit efficient competition among the most highly rated proposals. If the Contracting Officer determines that an offeror's proposal should no longer be included in the competitive range, the proposal will be eliminated from consideration for award. Written notice of this decision shall be provided to unsuccessful offeror(s) IAW FAR 15.503.

M-1.3.1.2 If, during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, offeror responses to Evaluation Notices (ENs) and the Final Proposal Revision (FPR) will be considered in making the source selection decision. If the offeror's proposal has been evaluated as acceptable at the time discussions are closed, any changes or exceptions in the FPR are subject to evaluation and may introduce risk that the offeror's proposal be determined unacceptable and ineligible for award.

M-1.3.2 Evaluation Process. The Government will assume that each proposal is complete and IAW Sections L & M. Immediately upon timely receipt of the proposals, all offers will be separated into one of the following categories: HUBZone small businesses, Section 8(a) concerns, and Small Businesses. (NOTE: IAW instruction provided in Section L-6.4.1, all offerors MUST clearly indicate the offeror's SB socio-economic categories on the top of the cover page within Volume III, Price and Other Contracting Considerations, for accurate categorization.) Once the SB categorization is completed, the Government will conduct the proposal evaluations as follows:

(1) **HUBZones:** First, all proposals in the HUBZone category will be ranked by TEP as indicated in the Seed Project WBS /Bid Schedule Price Worksheet (Attachment 4) from the lowest priced to the highest priced. Starting with the lowest priced offeror, the proposal will be evaluated for technical acceptability. If the offeror's technical proposal is rated acceptable, the offeror will further be evaluated for past performance. If the offeror's technical proposal is rated unacceptable, the offeror will not be evaluated for past performance and will be considered ineligible for award. If the three (3) lowest priced HUBZone proposals are rated technically acceptable with acceptable past performance, they will be selected as the HUBZone proposals that represent the best value to the Government and the Government will stop the evaluation. If any evaluated HUBZone proposal is technically unacceptable or has unacceptable past performance, the offeror will be eliminated from further consideration and the Government will continue to evaluate HUBZone proposals until there are three (3) proposals that are technically acceptable with acceptable past performance or until all proposals in the HUBZone category have been evaluated. Any evaluated proposal in the HUBZone category that also has the 8(a) status will not be evaluated in the 8(a) category. Only the unevaluated proposals in the HUBZone category that also has the 8(a) status will be placed in the 8(a) category pool to compete within the 8(a) category. Any unevaluated HUBZone proposals that are not placed in the 8(a) category will be placed in the Small Business category.

(2) **Section 8(a) Concerns:** Next, proposals in the 8(a) category and unevaluated proposals from the HUBZone category that also has the 8(a) status (now competing as the 8(a)) will be ranked by TEP as indicated in the Seed Project WBS /Bid Schedule Price Worksheet (Attachment 4) from the lowest priced to the highest priced. Starting with the lowest priced offeror, the proposal will be evaluated for technical acceptability. If the offeror's technical proposal is rated acceptable, the offeror will further be evaluated for past performance. If the offeror's technical proposal is rated unacceptable, the offeror will not be evaluated for past performance and will be considered ineligible for award. If the three (3) lowest priced 8(a) proposals are rated technically acceptable with acceptable past performance, they will be selected as the 8(a) proposals that represent the best value to the Government and the Government will stop the evaluation. If any evaluated 8(a) proposal is technically unacceptable or has unacceptable past performance, the offeror will be eliminated from further consideration and the Government will continue to evaluate 8(a) proposals until there are three (3) proposals that are technically acceptable with acceptable past performance or until all proposals in the 8(a) category have been evaluated. Any evaluated proposal in the 8(a) category will not be evaluated in the Small Business category. Only the unevaluated proposals in the 8(a) category will be placed in the Small Business category pool to compete within the Small Business category.

(3) **Small Businesses:** Finally, proposals in the Small Business category, unevaluated proposals from the HUBZone category, and unevaluated proposals from the 8(a) category (now competing as the Small Business) will be ranked by TEP as indicated in the Seed Project WBS/Bid Schedule Price Worksheet (Attachment 4) from the lowest priced to the highest priced. Starting with the lowest priced offeror, the proposal will be evaluated for technical acceptability. If the offeror's technical proposal is rated acceptable, the offeror will further be evaluated for past performance. If the offeror's technical proposal is rated unacceptable, the offeror will not be evaluated for past performance and will be considered ineligible for award. If the three (3) lowest priced Small Business proposals are rated technically acceptable with acceptable past performance, they will be selected as the Small Business proposals that represent the best value to the Government and the Government will stop the evaluation. If any evaluated Small Business proposal is technically unacceptable or has unacceptable past performance, the offeror will be eliminated from further consideration and the Government will continue to evaluate Small Business proposals until there are three (3) proposals that are technically acceptable with acceptable past performance or until all proposals in the Small Business category have been evaluated.

(4) If there are not three (3) proposals in the HUBZone category or in the 8(a) category that are technically acceptable with acceptable past performance, the remaining proposals in the Small Business category will be evaluated until there are a total of nine (9) proposals that are technically acceptable with acceptable past performance.

M-1.4 Solicitation Requirements, Terms and Conditions.

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors and subfactors. Failure to comply with the terms and conditions of the solicitation may result in the offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale. The Government reserves the right to determine any such exception unacceptable.

M-2 EVALUATION FACTORS AND SUBFACTORS FOR AWARD

The following evaluation factors and subfactors will be used to evaluate each proposal:

Factor 1 - Technical

Subfactor 1 - Complete Technical Approach & Plan of Execution of Seed Project

Subfactor 2 - Management Plan

Factor 2 - Past Performance

Factor 3 - Price and Other Contracting Considerations

M-3 FACTOR 1: TECHNICAL

The Government technical evaluation team will evaluate the technical proposal of the lowest priced offeror, and higher priced offerors thereafter, in order of price rank, assigning a rating of "Acceptable" or "Unacceptable". The offeror's proposal must demonstrate a clear understanding of the nature and scope of work required. Failure to provide a reasonable and complete proposal may reflect a lack of capability to perform the work requirements and may result in a determination that the offer's proposal is "Unacceptable." Detailed instructions are included in the Section L-4 of this solicitation. Any subfactor evaluated as "Unacceptable" will render the entire technical proposal "Unacceptable" and, therefore, unawardable. Only those proposals determined to be technically "Acceptable", either initially or as a result of discussions, will be considered for award. However, the offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussions.

TABLE 1 - TECHNICAL RATINGS	
Rating	Description
ACCEPTABLE	Proposal meets the requirements of the solicitation.
UNACCEPTABLE	Proposal does not meet the requirements of the solicitation.

M-3.1 Proposals shall be evaluated against the following technical subfactors:

M-3.1.1 Subfactor 1: Complete Technical Approach & Plan of Execution of Seed Project

The Government will evaluate the offeror's technical approach to accomplish all work elements of the MACC Seed Project, QSEU 23-0118, Repair Lightning Protection System (LPS), Multi-Facilities. This seed project is a tangible task order which the Government intends to award as a future task order under the new MACC. The evaluation will address the offeror's response as outlined in the right-hand column (the corresponding "Instructions to Offerors" column on the left is verbatim from Section L and is provided here for reference only).

Subfactor1: Complete Technical Approach & Plan of Execution of Seed Project	
Instructions to Offerors	Evaluation Criteria
<p>L-4.3.1.1 Provide a preliminary work plan IAW the SOW for Seed Project (Attachment 3 and all the sub-attachments) and Moody Installation Guide Specifications (Attachments 1a and 1b) to demonstrate coordination efforts among the different trades /subcontractors, the sequencing of construction, and the implementation of roles and responsibilities of the key personnel.</p> <p>(a) Scope of Work. Provide a written narrative summarizing, explaining, and documenting the processes anticipated to successfully</p>	<p>M-3.1.1 The standard is met when the proposed work plan demonstrates the offeror's technical understanding and capability for successfully executing and completing the seed project IAW the SOW for Seed Project and the proposal provides:</p> <p>(a) Efficiently, logically, and sufficiently detailed narrative summarizing, explaining, and documenting the preliminary work plan processes to address offeror's</p>

fulfill the requirements of the seed project from task order award to final acceptance. Identify the different trades and subcontractors and demonstrate how each will coordinate work to show a fluid sequence and minimize down-time or delay. The narrative should clearly define the roles and responsibilities of all key personnel and show how each will implement their responsibilities.

(b) **Construction Schedule.** Provide a Construction Work Schedule, identifying the definable features of work, in a Microsoft Project 2016 or higher format, and shall be generated using the critical path method, including the milestones. The construction work schedule shall reflect project phasing construction/start date, hold-point inspections, completion date, utility outages, major equipment deliveries, and installation, tests, pre-final inspections, final inspections and delivery of project closeout documents as included in the Moody Installation Guide Specifications (Attachments 1a and 1b).

(c) **Work Breakdown Structure (WBS).** Using WBS/Bid Schedule Worksheet (Attachment 4), provide WBS estimate for the seed project based on the Construction Specifications Institute (CSI) Master Format, IAW Moody Installation Guide Specifications (Attachment 1a and 1b) MACC General SOW (Attachment 2), and SOW for Seed Project (Attachment 3), and its related attachments.

technical approach. The narrative needs to demonstrate an understanding of the definable features of work, sequencing of work, and how key personnel roles are to be utilized throughout the task order performance period.

(b) Clearly and logically detailed baseline construction schedule, demonstrating full understanding of period of performance, construction phasing, work sequencing, critical path, and milestones that include, at a minimum, project phasing construction/start date, completion date, utility outages, major equipment deliveries, and installation, tests, pre-final inspections, final inspections, and delivery of project closeout documents as included in the MACC General SOW (Attachment 2).

(c) Properly allocate work by division to show quantitative distribution of work and cost to include construction soft costs. Minimize use of Lump Sum (LS) quantities and provide adequate justification if no other means identified. "Included in sub-contractor's estimate" will not be considered a valid justification.

M-3.1.2 Subfactor 2: Management Plan

This subfactor will assess the offeror's capability to appropriately manage and implement procedures, processes and methods that assure high quality workmanship during the life of the MACC performance period. Upon contract award, the MP provided under this subfactor will be incorporated into the basic contract to be a part of the contract requirements. The evaluation will address the offeror's response as outlined in the right-hand column (the corresponding "Instructions to Offerors" column on the left is verbatim from Section L and is provided here for reference only).

Subfactor 2: Management Plan (MP)	
Instructions to Offerors	Evaluation Criteria
<p>L-4.3.2.1 Provide a detailed MP to include, as a minimum, the following components to cover all activities, both onsite and offsite, work by subcontractors, fabricators, suppliers, and purchasing agents IAW the Moody Installation Guide Specifications (Attachments 1a and 1b):</p> <p>(a) Complete key personnel organizational chart with a supporting narrative identifying precise lines of authority and responsibilities, including qualifications, certifications, and duties of each person assigned to a key function.</p> <p>(b) Narrative, or other effective means, detailing procedures for Quality Control (QC), scheduling, reviewing, certifying, and managing submittals.</p>	<p>M-3.1.2 The standard is met when the proposed MP approach assures high quality workmanship by providing effective QC procedures, processes, and methods for the life of the MACC performance period and provides:</p> <p>(a) A clear key personnel organizational chart that identifies precise lines of authorities and responsibilities. In addition to the chart, include qualifications, certifications, and duties of each person assigned a key function.</p> <p>(b) A descriptive narrative defining the processes to be established for QC, scheduling, reviewing, certifying, and managing submittals.</p>

<p>(c) Complete Accident Prevention Plan (APP) to include identification of the Site Safety Health Officer (SSHO), document that outlines occupational safety and health policy, responsibilities, program requirements, and Activity Hazard Analysis (AHA).</p>	<p>(c) Task Order specific APP, including emergency contact information, safety policies, responsibilities and lines of authority, trainings, safety and health inspections, deficiency accountability, AHAs.</p>
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M-4 FACTOR 2: PAST PERFORMANCE

The Government will use the following procedures in evaluating past performance.

M-4.1 Evaluation Process. The past performance evaluation considers each offeror's demonstrated recent, relevant, and quality of record of performance.

M-4.1.1 In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance proposal volume and information obtained from other sources available to the Government (e.g., Past Performance Questionnaire (PPQ), Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), interviews with Program Managers, Contracting Officers, the Defense Contract Management Agency (DCMA), and/or commercial sources).

M-4.1.2 The Past Performance evaluation will take into account past performance information regarding predecessor companies, key personnel, or subcontractors that are proposed to perform major or critical aspects of the requirement (i.e., 25% or more of the work) when such information is relevant to this acquisition.

M-4.1.3 The offeror's past performance efforts will be assessed for three categories: Recency, Relevancy, and Performance Quality. The Government will only evaluate Performance Quality on past efforts that are determined to be both recent and relevant.

M-4.2 Recency Assessment. An assessment of the past performance information will be made to determine if it is recent. To be recent, the efforts must be ongoing contracts or those completed within three (3) years of the date of issuance of this solicitation that includes at least six(6) months of documented performance during the three-year period. Contract performance that meets these criteria will be evaluated in their entirety. Contract performance that does not meet these criteria will not be considered or evaluated.

M-4.3 Relevancy Assessment. The Government will conduct an evaluation of recent performance information obtained to determine how closely the services performed relate to the scope, magnitude and complexity of efforts described in this solicitation. The Government will use the relevancy definitions in Table 2 below.

TABLE 2 - RELEVANCY ASSESSMENT	
Rating	Definition
RELEVANT	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
NOT RELEVANT	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

M-4.4 Performance Quality Assessment. The Government will determine how well the offeror performed on past contracts that are both recent and relevant, and, based on an integrated assessment, assign a rating of "Acceptable" or "Unacceptable" as described in Table 3 below.

TABLE 3 - PAST PERFORMANCE RATING	
Rating	Definition
ACCEPTABLE	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown*.
UNACCEPTABLE	Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will successfully perform the required effort.

* In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

M-4.4.1 The quality assessment consists of an evaluation of recent and relevant past performance information available, regardless of its source. The quality assessment may reveal positive or adverse past performance information. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comment received from sources without a formal rating system. Multiple ratings of less than "Satisfactory" in CPARS and/or PPQs may result in a performance quality assessment rating of "Unacceptable." Offerors may be given an opportunity to respond to adverse past performance information for which they have not previously had an opportunity to address IAW FAR15.306.

M-5 FACTOR 3: PRICE AND OTHER CONTRACTING CONSIDERATIONS

The offeror's price proposal for the seed project will not be assigned an adjectival rating but will be evaluated for completeness and price reasonableness. Each offeror's TEP will be calculated by adding the construction line-item prices proposed on Seed Project WBS/Bid Schedule Price Worksheet (Attachment 4).

M-5.1 Completeness. The Government will evaluate the Price and Other Contracting Considerations volume for completeness consideration information required in Section L.6.

M-5.2 Price Reasonableness. The Government will evaluate the price data submitted per Section L.6, using one or more of the techniques defined in FAR15.404, *Proposal Analysis*, to determine the price reasonableness. Any other data provided by the offeror with their price proposal that is not required by Section L will not be considered or evaluated. The offerors whose TEP is determined to be unreasonable IAW FAR 15.404 may not be considered for award.

M-5.2.1 The Government will evaluate the total price proposed for the seed project price proposal to determine whether prices are complete and reasonable for the work to be performed. Note that incomplete proposed prices, initially or subsequently, may be grounds for eliminating a proposal from competition on the basis that the offeror does not understand the requirement.

M-5.2.2 If the proposal analysis techniques listed above are insufficient to make a determination of price reasonableness or if the CO determines that adequate price competition no longer exists, the CO may request submission of certified cost or pricing data or data other than certified cost or pricing data, as appropriate, in order to make a determination of price reasonableness.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.225-10	Notice of Buy American Requirement-Construction Materials.	May 2014		
52.225-12	Notice of Buy American Requirement-Construction Materials Under Trade Agreements.	May 2014		

FAR Clauses Incorporated by Full Text

52.217-5 Evaluation of Options.

(Jul 1990)

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

Evaluation of Options (July 1990)

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

(End of provision)