

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912PM21R0001	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 07-Oct-2020	PAGE OF PAGES 1 OF 84
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. SHELLPR	6. PROJECT NO. 87437
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7. ISSUED BY U S ARMY CORPS OF ENGINEERS, WILMINGTON WILMINGTON DISTRICT ATTN: CONTRACTING DIVISION 69 DARLINGTON AVE WILMINGTON NC 28403-1343  TEL: 910-251-4700 FAX: 910-251-4454	CODE W912PM	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>  TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME AMY A JENKINS	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 910-251-4804
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**SOLICITATION**

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

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

SOF Group Headquarters  
W912PM21R0001 Construct SOF Group Headquarters, Fort Bragg, NC

This procurement is being solicited and procured using the Best Value-Trade Off source selection process. This Request for Proposal is issued in accordance with FAR 15.101-1.

This is an unrestricted solicitation.

The Magnitude of Construction is between \$25,000,000 and \$100,000,000 (DFARS 236.204(ii))

Point of Contact:  
Amy Jenkins  
amy.a.jenkins@usace.army.mil  
(910)251-4804

11. The Contractor shall begin performance within 10 calendar days and complete it within 990 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See 00 73 00 .)

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

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 11 Dec 2020 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required.

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

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

<b>SOLICITATION, OFFER, AND AWARD (Continued)</b> <i>(Construction, Alteration, or Repair)</i>									
<b>OFFER (Must be fully completed by offeror)</b>									
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>				
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>				
					<b>See Item 14</b>				
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. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>									
AMOUNTS		SEE SCHEDULE OF PRICES							
18. The offeror agrees to furnish any required performance and payment bonds.									
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>									
AMENDMENT NO.									
DATE									
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE	
<b>AWARD (To be completed by Government)</b>									
21. ITEMS ACCEPTED:									
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA							
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				<b>ITEM</b>		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO			
						<input type="checkbox"/> 10 U.S.C. 2304(c)		<input type="checkbox"/> 41 U.S.C. 253(c)	
26. ADMINISTERED BY			CODE		27. PAYMENT WILL BE MADE BY:			CODE	
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>									
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>				
30B. SIGNATURE			30C. DATE		TEL:		EMAIL:		
					31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE	

Section 001000 - Solicitation

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE - Construct SOF Group HQ Building	1	Job		
	Construction of the SOF Group Headquarters Building complete in accordance with Volume 2 of the drawings and the specifications, but not including any work indicated or specified to be provided under any other Bid Items. FOB: Destination PURCHASE REQUEST NUMBER: SHELLPR PSC CD: YIJZ				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	BASE - Sitework Preparation	1	Job		
	Provision of all sitework for the SOF Group Headquarters to include earthwork, storm drainage, sediment and erosion control, paving, landscaping, utilities and other sitework complete in accordance with Volume 1 of the drawings and the specifications, but not including any work indicated or specified to be provided under any other Bid Items. FOB: Destination PURCHASE REQUEST NUMBER: SHELLPR PSC CD: YIJZ				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	BASE - Payment and Performance Bonds	1	Job		
	FOB: Destination				
	PSC CD: YIJZ				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	OBI 1- Paving Northern Parking Lot	1	Job		
OPTION	Construction of all work related to the construction of pavement for the Northern Parking Lot to include paving, striping and marking, wheel stops and signage complete in accordance with Volume 1 of the drawings and the specifications, but not including any work indicated or specified to be provided under any other Bid Items.				
	FOB: Destination				
	PSC CD: YIJZ				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	OBI 2- Sidewalk, Stair & Retaining Wall	1	Job		

Construction of all work related to the construction of the sidewalk, stair and retaining wall on the west side of the project site along un-named street complete in accordance with Volume 1 of the drawings and the specifications, but not including any work indicated or specified to be provided under any other Bid Items.  
 FOB: Destination  
 PSC CD: YIJZ

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	OBI 3- Paver sidewalk along New Dawn Dr	1	Job		

Construction of all work related to the construction of the paver sidewalk along New Dawn Drive complete in accordance with Volume 1 of the drawings and the specifications, but not including any work indicated or specified to be provided under any other Bid Items.  
 FOB: Destination  
 PSC CD: YIJZ

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	OBI 4 - Pedestrian Bridges	1	Job		
OPTION	FFP				

Construction of all work related to the construction of two pedestrian bridges, one from sidewalk along New Dawn Drive to site sidewalk and one from parking area of PN79465 to site complete in accordance with Volume 1 of the drawings and the specifications, but not including any work indicated or specified to be provided under any other Bid Items.  
 FOB: Destination  
 PSC CD: YIJZ

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	OBI 5 - Demolition of Buildings	1	Job		
OPTION	FFP				

Demolition of Building E4325 (13,682 SF) and Building D1209 (15,327 SF). Buildings shall be demolished entirely including floors lab and foundations. Building utilities shall be removed to their point of connection in accordance with the respective utility company. The building footprint shall be regraded to match the surrounding site conditions with a minimum of 6" of topsoil. The entire disturbed site shall be seeded as directed by Ft. Bragg DPW.  
 FOB: Destination  
 PSC CD: YIJZ

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	OBI 6 - AV, VTC and Sound Reinforcement		FFP		
	AV, VTC and sound reinforcement systems and supporting infrastructure.				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AA	OBI 6 - Purchase and Delivery	1	Job		
	Purchase and Delivery - AV, VTC and Sound Reinforcement Systems FOB: Destination PSC CD: YIJZ				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AB	OBI 6 - Installation	1	Job		
	Installation - AV, VTC and Sound Reinforcement Systems. FOB: Destination PSC CD: YIJZ				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	OBI 7- Fixtures, Furniture and Equipment		FFP		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AA	OBI 7 - FF&E Purchase	1	Job		
	Purchase and delivery of Fixtures, Furniture and Equipment FOB: Destination PSC CD: YIJZ				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AB	OBI 7 - FF&E Installation	1	Job		
	Installation of Fixtures, Furniture and Equipment FOB: Destination PSC CD: YIJZ				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011 OPTION	OBI 8 - Security SystemPackage	FFP			

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AA	OBI 8- Security SystemPackage Purchase	1	Job	FFP	
	Purchase and delivery of Security SystemPackage				
	FOB: Destination				
	PSC CD: YIJZ				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AB	OBI 8- Security SystemPackage Install	1	Job	FFP	
	Installation of Security SystemPackage				
	FOB: Destination				
	PSC CD: YIJZ				

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NET AMT

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC/ CAGE
0001	990 dys. ANP	1	N/A FOB: Destination	
0002	990 dys. ANP	1	N/A FOB: Destination	
0003	10 dys. ADC	1	N/A FOB: Destination	
0004	990 dys. ANP	1	N/A FOB: Destination	
0005	990 dys. ANP	1	N/A FOB: Destination	
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	990 dys. ANP	1	N/A FOB: Destination	
0009	N/A	N/A	N/A	N/A
0009AA	990 dys. ANP	1	N/A FOB: Destination	
0009AB	990 dys. ANP	1	N/A FOB: Destination	
0010	N/A	N/A	N/A	N/A
0010AA	990 dys. ANP	1	N/A FOB: Destination	
0010AB	990 dys. ANP	1	N/A FOB: Destination	
0011	N/A	N/A	N/A	N/A
0011AA	990 dys. ANP	1	N/A FOB: Destination	
0011AB	990 dys. ANP	1	N/A FOB: Destination	

TOTAL OF ALL BIDS ITEMS

TOTAL AMOUNT

<b>TOTAL BASE BID (ITEM NOS.0001-0003)</b>	<b>\$_____</b>
<b>TOTAL OPTIONAL BID ITEM 1 (ITEM NO. 0004)</b>	<b>\$_____</b>
<b>TOTAL OPTIONAL BID ITEM 2 (ITEM NO. 0005)</b>	<b>\$_____</b>
<b>TOTAL OPTIONAL BID ITEM 3 (ITEM NO. 0006)</b>	<b>\$_____</b>
<b>TOTAL OPTIONAL BID ITEM 4 (ITEM NO. 0007)</b>	<b>\$_____</b>
<b>TOTAL OPTIONAL BID ITEM 5 (ITEM NO. 0008)</b>	<b>\$_____</b>
<b>TOTAL OPTIONAL BID ITEM 6 (ITEM NO. 0009)</b>	<b>\$_____</b>
<b>TOTAL OPTIONAL BID ITEM 7 (ITEM NO. 0010)</b>	<b>\$_____</b>
<b>TOTAL OPTIONAL BID ITEM 8 (ITEM NO. 0011)</b>	<b>\$_____</b>
<b>TOTAL AMOUNT OF LINE ITEMS 0001-0011</b>	<b>\$_____</b>

**NOTICE TO BIDDERS/PROPOSERS**

**NOTE 1:**

The period of performance of CLIN's 0001-0011 shall run concurrently with the entire contract duration so that the period of performance shall not exceed 990 calendar days.

**NOTE 2:**

The exercise of all optional bid items 1 through 8 (CLIN's 0004-0011) shall be subject to the availability of funds.

**NOTE 3:**

The government reserves the right to exercise optional bid items 1 through 4 (CLINS 0004-0007) by no later than 90 Days after Notice To Proceed.

**NOTE 4:**

The government reserves the right to exercise optional bid item 5 (CLIN 0008) by no later than 680 Days after Notice to Proceed.

**NOTE 5:**

The government reserves the right to exercise optional bid items 6 through 8 (CLIN's 0009-0011) by no later than 680 Days after Notice To Proceed.

**INFO TO ALL CONTRACTORS**

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

1. All contractors must register in the System for Award Management (SAM) database before they can be awarded a contract. You may register at <https://beta.sam.gov>. SAM information or help is also available by calling 866-606-8220.

2. Public Law 104-134 requires the use of Electronic Funds Transfer (EFT) for all Federal payments. EFT information will be pulled from your SAM by the USACE FINANCE CENTER, 5720 INTEGRITY DRIVE, MILLINGTON, TN 38054-5005 for contractor payments.

(End)

PRE-AWARD INFO

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

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

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

(End of Paragraph)

SOLICITATION/TECHNICAL INQUIRY

Solicitation/Technical Inquiries via ProjNet (Local Instruction CECT-SAW October 2012)

1. Solicitation/Technical Inquiries.
  - a. Inquiries are to be submitted via Bidder Inquiry at the ProjNet website at <https://www.projnet.org> <<https://www.projnet.org>>.
  - b. If you have technical problems accessing the Bidder Inquiry via the ProjNet website, contact the ProjNet Help Desk at 1-800-428-4357 (HELP). This number is for technical issues accessing the website ONLY.

2. Read this paragraph in conjunction with contract provision FAR 52.214-6, "Explanation to Prospective Bidders".
3. Any prospective bidder/offeror desiring an explanation or interpretation of the solicitation, drawings specifications, etc., must request it in writing via Bidder Inquiry in ProjNet within no less than ~~ten (10)~~ **twenty (20)** calendar days prior to the date of bid opening or receipt of proposals. The Government reserves the right to decline addressing questions received less than ~~ten (10)~~ **twenty (20)** calendar days prior to receipt of bid opening or receipt of proposals.
4. No Inquiries will be accepted by the Bidder Inquiry system within ~~ten (10)~~ **twenty (20)** calendar days prior to the date of bid opening. However, you may still access the Bidder Inquiry system to view answers/replies to previous inquiries until the bid opening.
5. ProjNet - Bidder Inquiry module.
  - a. To submit and review bid inquiry items, bidders/offerors will need to be a current registered user or self-register into system. To access Bidder Inquiry, go to the ProjNet web page at <http://www.projnet.org> <<http://www.projnet.org>> and click the "Quick Add" link. Once at the Quick Add screen, select agency USACE, enter Bidder Inquiry Key for this solicitation listed below, and bidder's/offeror's e-mail address, then click login. If this is bidder's/offeror's first time logging in they will be taken to the Bidder Inquiry Create Account screen to self-register. Fill in all required information and click create user. Verify that information on next screen is correct and click continue. Please remember your Secret Question Answer and email address used for future access to this website.
  - b. From this page you may view all bidder/offeror inquiries under Reports or post a new inquiry under Submit.
  - c. Bidders/Offerors will receive an acknowledgement of their question via email, followed by another email notification that an answer to their question has been posted after it has been reviewed by our technical team and responded to by a Contracting Officer. It is the responsibility of the Bidder/Offeror to check their junk email and email delivery options to ensure delivery of these acknowledgement emails.
  - d. Bidders/Offerors are responsible for checking bid inquiry items.
  - e. Bidders/Offerors are requested to review the specification in its entirety, review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry. The name of the submitter or firm is not published for the public on the report of all Bidder Inquiries. Bidders/ Offerors are on notice of, and assumed to be aware of, all inquiries, responses, and information posted in the Bidder Inquiry System up to the date of bid submission, whether the inquiry was generated by the Bidder themselves or another potential Bidder/ Offeror. Bidders are responsible for incorporating all such information into their bid, or for requesting further clarification."
6. Solicitation Information: IFB/RFP No: **W912PM21R0001**  
Bidder Inquiry Key: **H32VVI-35TB2D**

(end)

Section 0021 00 - Instructions

DISCLOSURE OF MAGNITUDE

Disclosure of Magnitude of Construction (FAR 36.204 and DFARS 236.204)

The estimated price range for this project is between

**\$ 25,000,000** and **\$ 100,000,000**

(End of Provision)

CLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
<b>26.2%</b>	<b>6.9%</b>

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

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

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

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

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

Fort Bragg, Cumberland County Fayetteville, North Carolina

(End of provision)

#### 52.228-1 BID GUARANTEE (SEP 1996)

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

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

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

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

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

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

**Mr. John T. Hill, Contracting Officer  
U.S. Army Engineer District, Wilmington  
69 Darlington Avenue  
Wilmington, NC 28403**

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

(End of provision)

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

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

(b) An organized site visit has been scheduled for –

Date and Time: **19 October 2020 at 10:00AM**  
Location: New Dawn Drive Traffic Circle, Fort Bragg, NC  
Primary Point of Contact: Mr. Zachary Nichols  
910-859-4738 (cell)  
[Zachry.L.Nichols@usace.army.mil](mailto:Zachry.L.Nichols@usace.army.mil)  
Alternate Point of Contact: Mr. Wes Clark  
910-633-5171 (cell)  
[Weslyn.E.Clark@usace.army.mil](mailto:Weslyn.E.Clark@usace.army.mil)

**SPECIAL INSTRUCTIONS:  
SITE VISIT INFORMATION AND SECURITY REQUIREMENTS**

The site visit will be held **19 October 2020 at 10:00AM**. Please plan to arrive at least 30 minutes early to process through security at the All American Gate, Fort Bragg, NC.

See attached site visit map for meeting location.

Each bidder will be limited to a total of five (5) attendees per prime bidder, to include attendees from their sub-contractors.

\*\*Under the current visitor restrictions due to COVID-19, those attendees who do not possess base access should request entry at All American Visitor Center as a non-DoD Contractor on official DoD business under solicitation number W912PM21R0001.

(End of provision)

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

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

[www.acquisition.gov](http://www.acquisition.gov)

(End of provision)

SUBMISSION OF PROPOSALS

**GENERAL PROPOSAL SUBMISSION INSTRUCTIONS & REQUIREMENTS**

**W912PM21R0001**

**PN 87437**

**SOF Group Headquarters, at Fort Bragg, Cumberland County, North Carolina**

**1. OVERVIEW.**

**1.1** This Request for Proposal (RFP) solicits construction ~~and design~~ of a SOF Group Headquarters facility, at Fort Bragg NC. The scope of work includes: Construction of a Group Headquarters facility approximately 96,000 SF including administrative space, conference rooms, classrooms, sensitive compartmented information facility, group operations center, logistics network operation center, Headquarters Company, arms room vault, secure storage, unit storage, lockers, toilets, showers, and required mechanical, electrical and communication rooms. Construction consists of concrete foundation and floor slab with metal frame structure. Built-in building systems will include fire alarm/mass notification, fire suppression, energy management control, telephone and advanced unclassified and classified communications networks, cable TV, intrusion detection, closed circuit surveillance, and electronic access control systems, and a hardened protected distribution system. Supporting facilities include site preparation, utilities (electrical, water, gas, sanitary sewer, chilled water, and information systems distribution), lighting, vehicle parking, access drives, curb and gutter, sidewalks, storm drainage, landscaping, roads, and other site improvements. Appropriate cybersecurity measures will be applied to the facility-related control systems in accordance with current Department of Defense criteria. Access for persons with disabilities will be provided. Comprehensive interior design and audio visual services are included.

The period of performance shall not exceed **990 calendar days**. Work location is Fort Bragg, North Carolina. Antiterrorism/Force protection measures and sustainment mandates will be incorporated. The resultant contract will be **Firm-Fixed Price (FFP)**.

**1.2** The instructions and requirements contained herein establish uniform evaluation procedures for the technical evaluation of proposals by the Source Selection Evaluation Board (SSEB) and

the development of the Best Value Decision by the Source Selection Authority (SSA) using the Trade-Off Process (See Federal Acquisition Regulation 15.101-1).

**1.3** Each offeror must submit a Price Proposal and should submit Past Performance Questionnaires. The Price Proposal and Past Performance Questionnaires must be submitted as separate volumes/files. Do not cross-reference similar material in the Price Proposal with Past Performance, or vice versa.

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

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

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

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

## **2. GENERAL INSTRUCTIONS.**

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

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

**2.1 Contractor Team Arrangements.** The Government will recognize the integrity and validity of contractor teaming arrangements, provided the arrangements are identified and company relationships are fully disclosed in the offer. As further described in paragraph 2.3, below, the Government will only evaluate the information submitted by the legal entity with whom the Government would enter into a contract. This is the legal entity represented in Tab E, as

registered in System for Award Management (SAM) and identified by its specifically assigned CAGE Code.

**2.2** If applicable, the offeror shall submit evidence from the offeror's SBA Servicing Agency that the offeror has notified and discussed the proposed joint venture for this project with the appropriate SBA personnel. For 8(a) set-aside procurements, all prospective Joint Ventures must comply with Title 13 Code of Federal Regulations (CFR) Part 124.513. For HUBZone set-aside procurements and awards to HUBZone SBCs through full and open competition after a price evaluation preference in favor of qualified HUBZone SBCs, a Joint Venture must comply with 13 CFR 126.616.

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

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

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger).

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

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

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

### **3. GENERAL PROPOSAL FORMAT.**

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

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

brochures) shall be relegated to appendices.

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

**3.4** Each offeror must submit two (2) Volumes via email to the Wilmington District Contracting Division at [SAW-CT-MilitaryProposals@usace.army.mil](mailto:SAW-CT-MilitaryProposals@usace.army.mil) . Ensure the solicitation number is included in the subject line of the email. Note that attachments exceeding 15 MB may not be accepted by the email server. No hard paper copies will be accepted or evaluated. Both the Price Proposal and the Past Performance Questionnaires must be received by the closing date and time set for receipt of proposals. In an effort to reduce paperwork and reduce cost, all proposals shall be submitted electronically. All submissions shall be in Adobe PDF format and shall be on 8 ½ x 11 size pages in no less than a 10 pitch or 10 font. Page limitations, where specified in the RFP, shall be considered a maximum. Offerors may use compressions utility software such as WinZip or PKZip to reduce file size and facilitate transmission.

Title the file(s) in the following format:

W912PM21R0001\_*COMPANY NAME*\_VOLUME I

W912PM21R0001\_*COMPANY NAME*\_VOLUME II

Offerors shall submit bid bonds (Standard Form 24) in both electronic and hard copy format. Electronic copies of bid bonds shall be included in Volume I: Offerors Certifications and Price under Tab G. Hard copies of bid bonds shall be submitted via USPS, UPS, FedEx or DHL. Hand carried bid bonds will not be accepted. Bid bond submissions shall be due by the proposal due date and time to the following address:

USACE-Wilmington  
Contracting Division  
Attn: Mr. John Hill  
69 Darlington Avenue  
Wilmington, NC 28403

Proposal due Date and Time:

**Request For Proposal No: W912PM21R0001**

**Due Date of Proposal: ~~12 November 2020~~ 11 December 2020**

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

**Title of Project: PN 87437 SOF Group Headquarters, Fort Bragg, North Carolina**

Proposals are due as specified on the solicitation document (as amended if applicable). The time & date of proposal receipt will be the upload completion / delivery time & date recorded by the email server. Do not assume that electronic communication is instantaneous. Offerors should time their upload effort with prudence by not waiting until the last few minutes—this will allow

for unexpected delays in the transmittal process. If an electronic submission is uploaded minutes before the deadline but the upload doesn't complete until after the deadline, the submission will be considered late. Offerors are encouraged to keep a copy of the upload confirmation for their records.

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

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

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

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

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

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

<b>TAB</b>	<b>CONTENTS OF THE PRICE PROPOSAL</b>
A	The Proposal Cover Sheet
B	Standard Form 1442
C	Acknowledgement of Amendments (If Applicable)
D	FACTOR 1: PRICE
E	Section 0045 00 – Representations and Certifications
F	Teaming Arrangement (If Applicable)
G	Bid Guarantee (Bid Bond)
H	Financial Information and Bonding Capability
I	Factor 3: Small Business Participation Plan
J	Subcontracting Plan (FOR LARGE BUSINESSES ONLY)

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

**PROPOSAL COVER SHEET**

1. The solicitation number;
2. The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
3. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
4. Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
5. Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

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

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

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

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

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

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

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

**USACE – Wilmington District  
Attention: John Hill  
69 Darlington Ave  
Wilmington NC 28403**

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

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

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

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

**TAB I** - Factor 3- Small Business Participation Plan. Further Description and information of TAB I, Factor 3 can be found in the subsequent paragraph 9 of this section, entitled the GENERAL PROPOSAL SUBMISSION INSTRUCTIONS & REQUIREMENTS

**TAB J** - Subcontracting Plan – FOR LARGE BUSINESS OFFERORS ONLY. Subcontracting Plan shall be prepared in accordance with FAR 52.219-9, and SBA’s Electronic Subcontracting Reporting System (eSRS) located at <http://esrs.gov>. Instructions for completion of requisite forms, as well as guidance on coordinating and preparing for all compliance reviews by Federal agencies can be found at this website. Offerors are to ensure subcontractors agree to submit to ESRS.

**3.8.2 VOLUME II: TECHNICAL PROPOSAL (FACTORS 2-6 FACTOR 2)**

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

<b>TAB</b>	<b>CONTENTS OF THE TECHNICAL PROPOSAL</b>
A	Factor 2: Past Performance

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

Factor 2: Past Performance – Limited to no fewer than three (3) and no more than five (5) projects. Individual project Past Performance Assessment Questionnaires shall not exceed five (5) pages; Government evaluators will review and evaluate only the information contained on the first five (5) pages.

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

## **4. SUBMISSION REQUIREMENTS & EVALUATION FACTORS VOLUME II: TAB A—FACTOR 2 – Past Performance**

### **4.1 SUBMISSION/MINIMUM REQUIREMENTS:**

**4.1.1** Past performance refers to the quality of recent, relevant project experience from the owner's perspective. The offeror shall complete and provide a NAVFAC/USACE Past Performance Questionnaire (PPQ), see Attachment 3, on no fewer than three (3) and no more than five (5) projects. CPARS evaluations will not be accepted in lieu of the PPQ. Projects submitted under this factor must first be deemed Relevant in accordance with the minimum criteria specified in paragraph 4.1.2.1 **4.1.3.1** and additional criteria in paragraph 4.1.2.2 **4.1.3.2** before being evaluated for quality in accordance with the criteria specified in paragraph 5.2.4 and the evaluation standards set forth in paragraphs 9.2 and 9.3. For submissions to be considered Recent, Projects of similar size, scope, and complexity that must have been completed (fully designed and at least 50% construction progress completed) within six (6) years preceding the date of the solicitation.

It is at the offerors discretion if they would like NAVFAC/USACE PPQs completed by their previous clients to be completed and returned to them to be included in their submission or submitted electronically to the attention of both the Contract Specialist, Ms. Amy Jenkins and the Contracting Officer, Mr. John Hill, via email at [SAW-CT-MilitaryProposals@usace.army.mil](mailto:SAW-CT-MilitaryProposals@usace.army.mil) .

**4.1.2** Completed Past Performance Questionnaires should be submitted with your proposal as required by RFP Section 4.1.1. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. This does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

Other Sources. The Government may contact sources other than those provided by the offeror for information with respect to past performance. These other sources may include but are not limited to: Past Contractor Past Performance Reporting System (CPARS), Federal Awardee Performance Integrity Information System (FAPIIS), other Government sources, and

interviews with organizations or individuals familiar with the offeror's performance.

**4.1.3** Projects must be deemed relevant to be considered for this procurement. Relevant projects are those projects which meet all of the minimum criteria specified in paragraph 4.1.3.1. The Government will not consider multiple projects such as individual task orders combined to meet the criteria referenced in 4.1.3.1 below. Projects which do not meet all of the minimum criteria specified shall be deemed not relevant and shall not be considered further.

**4.1.3.1** The minimum requirement for a project of similar size, scope, or complexity is defined as having all of the following criteria:

- **Fifty-five** thousand **55,000** square feet (SF) or more aggregate interior space.
- Total value of project equal to or greater than **\$25,000,000.00**
- At least **one (1)** project must include the construction of a SCIF (per ICD 705)

**4.1.3.2** Additional Criteria: N/A

**4.1.4** The offeror shall complete a minimum of three (3), but no more than five (5), NAVFAC/USACE Past Performance Questionnaire (PPQ) forms (Attachment 3) in response to this factor. All projects submitted must be at least 50% complete within the last **six (6) years preceding the date of the solicitation**

**4.1.5** Offerors shall utilize NAVFAC/USACE Past Performance Questionnaire (PPQ) in Attachment 3. This form is MANDATORY and SHALL be used to submit project information. For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed Five (5) pages.

**4.1.6** If the offeror is a Joint Venture (J-V), relevant project performance should be submitted for projects completed by the Joint Venture entity, or the individual firms that make up the joint venture. **Offerors that are part of the DoD Mentor Protégé program may only submit two (2) recent and relevant project completed by the Mentor.** Offerors are still limited to a total of five (5) projects. **Performance of proposed subcontractors to be utilized on this project will not be considered.**

## **4.2 EVALUATION CRITERIA:**

**4.2.1** The Government will evaluate the offeror's past performance using the sources available to it including but not limited to: the example projects identified by the offeror and submitted on the NAVFAC/USACE PPQs and any additional information received from references, CPARS or other sources. Offerors may be provided an opportunity to address any negative past

performance information about which the offeror has not previously had an opportunity to respond if such information is determined to present an impact on the rating to be assessed.

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

**4.2.3** The Government will consider recent, relevant projects that are successfully completed, or substantially completed (fully designed and at least 50% construction progress completed) within six (6) years preceding the date of the solicitation. To be deemed relevant, projects must comply with minimum criteria in paragraph 4.1.3.1. The Government will consider the recency and relevance of the information, source of the information, context of the data, and general trends in contractor performance. The Government places higher value on projects for which successful performance can be validated by means other than the offeror's self-assessment such as through independent telephone interviews with points of contact identified in the proposal, CPARS or other agency performance databases, offeror furnished references or personal knowledge. The Government places a higher value on projects which provided particularly difficult or unique challenges and the innovative methods the offeror used to resolve problems successfully.

**4.3** The Government will evaluate recent, relevant past performance (as set forth in paragraph 6.2) based on the elements listed below to assign a confidence rating in accordance with paragraph 6.3:

**4.3.1** Quality of Construction. The Government will evaluate all information available with respect to the quality of the actual construction undertaken and the standards of workmanship exhibited by the offeror.

**4.3.2** Timeliness of Performance. The Government will evaluate all information available with respect to the completion of projects within the scheduled completion times.

**4.3.3** Customer Satisfaction. The Government will evaluate all information available with respect to customer satisfaction, cooperation with customers, and interaction on past projects.

**4.3.4** Management. The Government will evaluate all information available with respect to effective management of subcontractors, suppliers and labor on past projects.

**4.3.5** Cost. The Government will evaluate all information available with respect to the contractor's ability to perform within the contractually agreed price.

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

**4.3.7 General.** The Government will evaluate all general information and comments provided by previous clients with respect to the contractor's efforts.

**4.4** In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. In this case, the offeror's past performance is unknown and assigned a performance confidence rating of "neutral." Although the Government may not rate an offeror that lacks recent, relevant past performance favorably or unfavorably with regard to past performance, the Government may determine, that a "Substantial Confidence" or "Satisfactory Confidence" past performance rating is worth more than a "Neutral Confidence" past performance rating.

## **5. SUBMISSION REQUIREMENTS & EVALUATION FACTORS**

### **VOLUME I: TAB I—FACTOR 3 – Small Business Participation Plan**

This factor requires all offerors (both large and small businesses) to submit a proposed Small Business Participation Plan utilizing the template provided as an Attachment of this solicitation. The Small Business Participation Plan will be evaluated on the level of proposed participation of U.S. small businesses in the performance of acquisition (as small business prime offerors or 1st tier small business subcontractors) relative to the objectives and goals established herein. This is NOT a sub-contracting plan. Evaluation of this factor is based on the percentage of total contract value and not total subcontracted dollars. For large business offerors, the goals set forth in the Small Business Participation Plan shall mirror the goals set forth in VOLUME I: Offerors Certifications and Price Tab J - Subcontracting Plan – FOR LARGE BUSINESS OFFERORS ONLY.

#### **5.1 SUBMISSION/MINIMUM REQUIREMENTS:**

**5.1.1 Planned Small Business Utilization:** All offerors are required to provide a Small Business Participation Plan utilizing the template entitled "Proposed Small Business Participation Plan" and a supporting narrative discussion of no more than 5 pages total addressing their corporate approach and methodology for acquiring, soliciting and using small and small disadvantaged businesses in the performance of this contract. All narratives should address the offeror's commitment to providing subcontracting opportunities, as well as evidence of planned and/or continued outreach efforts to encourage and use small and small disadvantaged businesses. Narratives should demonstrate the historical execution of small business participation on no fewer than three (3) and no more than five (5) projects. Offeror's proposal must meet the minimum mandatory Total Small Business Participation goal (20%) through collective small business participation from any type of small business or sub-category small business, whether small business prime or 1st tier small business subcontractor. The subcategory small business goals are NOT mandatory.

**5.1.2** The overall extent to which each small business subcategory will be utilized shall be provided. This should include a general description of the type of work, product or service anticipated to be supplied via a small business concern along with the estimated percentage of each subcontracted portion in relation to the overall project. Identification of the names of specific subcontractors is not required for the small business utilization evaluation; however, successful offerors will ultimately be required to name subcontractors as a part of their

subcontracting plan submission (Example: Demolition Work- 10% of total work effort- SDVOSB identified).

## **5.2 EVALUATION CRITERIA:**

**5.2.1** Small Business Participation Plans will be evaluated on the basis of:

- The extent to which such Small Business firms are specifically identified in proposals;
- The extent of commitment to use such Small Business firms
- Identification of the complexity and variety of the work small firms are to perform;
- The extent of participation of small business prime offerors and 1st tier small business subcontractors in terms of the percentage of the value of the total acquisition and the extent to which the proposal meets or exceed the small business participation goals for this acquisition.
- The work to be performed directly by a small business prime will be evaluated as small business participation.

The small business participation goal for this acquisition is Total Small Business (any type of small business) goal of **20%** of the total contract value for this acquisition.

The Sub-category Small Business goals are:

**3.0%** of total contract value to Small Disadvantaged Business (SDB)

**3.0%** of total contract value to HUBZONE

**3.0%** of total contract value to Women Owned (WOSB)

**2.0%** of total contract value to Service-Disabled Veteran Owned (SDVOSB)

**2.0%** of total contract value to Veteran Owned (VOSB)

**0.0%** of total contract value to Historically Black Colleges and Universities and Minority Institutions (HBCU/MI)

(Note, for example, that a participation plan that reflects 1% of the total contract value for WOSB would also count towards the overall Small Business Goal; and percentages for SDVOSB also count towards VOSB).

**5.2.2** The Government will evaluate narratives provided by applying the adjectival descriptions of paragraph 6.4 of this solicitation. Those narratives with greater detail and specificity will be given greater credit than general statements and commitments provided said details clearly demonstrate offeror's historical achievement of proposed goals.

**5.2.3** If the Government does not obtain information on past performance from the offeror and cannot establish a past performance record for the offeror's small business utilization through other sources that aspect of this factor will be rated neither favorably nor unfavorably.

**5.2.4** The Government will only consider the prime construction contractor participation plan. If a firm has multiple functions or divisions, the Government will only evaluate the past

performance of the unit or division submitting the offer. The offeror is required to demonstrate its planned level of commitment to small business usage if awarded a contract from this solicitation and demonstrate its previous commitment to small business usage in the past performance of recent and relevant projects. Work performed by the offeror that is a small business shall be considered small business participation.

**5.2.5** The Government will consider recent, relevant projects that are successfully completed, or substantially completed (fully designed and at least 50% construction progress completed) within six (6) years preceding the date of the solicitation. To be deemed relevant, projects must comply with minimum criteria in paragraph 4.1.2.1. The Government will consider the degree to which the project is recent and relevant, the source of project information, context of the data, and general trends in contractor performance. The Government places higher value on projects for which successful performance can be validated by means other than the offeror's self-assessment such as through independent interviews with points of contact identified in the proposal, PPIRS or other agency performance databases, offeror furnished references or personal knowledge. The Government places a higher value on projects which provided particularly difficult or unique challenges and the innovative methods the offeror used to resolve problems successfully.

**5.2.6** Offerors are cautioned that the submission of each Proposed Small Business Participation Plan shall not exceed eight (8) pages in length. This page limit shall include three (3) pages for the submission of the template provided in this RFP, entitled "Proposed Small Business Participation Plan" and five (5) pages for the supporting narrative discussion addressing the criteria as set forth in paragraph 6.2.1 of this section. Narratives should demonstrate the historical execution of small business participation on no fewer than three (3) and no more than five (5) projects. Note that Government evaluators will review and evaluate only the information contained on the first eight pages.

## **6. EVALUATION STANDARDS.**

**6.1** Evaluation factors will be rated using the following adjectival descriptions. Evaluators will apply the appropriate adjective to each factor rated. The evaluator's narrative explanation must clearly establish that the offeror's submittal meets the definitions established below. As each factor is evaluated an assessment of Performance Risk will be made. Performance Risk relates to the assessment of an offeror's present and past work and accomplishments to determine the offeror's ability to successfully perform as required.

**6.2** In performing the past performance factor evaluation, the government will apply the following relevance levels to assess the relevance of the prior contract effort(s) of offerors in accordance with the Army Source Selection Supplement utilizing the following tables:

### Past Performance Relevancy Ratings

<b>Adjectival Rating</b>	<b>Description</b>
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

Somewhat Relevant	Present/past performance effort involved some of the 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.

**6.3** The Government will assign a confidence level to FACTOR 2 - PAST PERFORMANCE in order to establish an overall rating for this factor. In assessing past performance the ratings for relevancy, and the Evaluation Criteria as established at 4.2, will be consider for the Prime contractor only. Regardless of whether the offeror is a joint venture, partnership or if the Prime Contractor is part of informal teaming arrangement, as defined at 2.1 the government will only evaluate this factor for the legal entity whom the government would enter into a contract. The Confidence levels are defined as:

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

**6.4** The Government will assign adjectival rating and adjectival descriptions contained in the following table for Factor 3 Small Business Participation Plan:

<b>Color Rating</b>	<b>Adjectival Rating</b>	<b>Description</b>
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the small business objectives.
Purple	Good	Proposal indicates a thorough approach and understanding of the small business objectives.

Green	Acceptable	Proposal indicates an adequate approach and understanding of small business objectives.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the small business objectives.
Red	Unacceptable	Proposal does not meet small business objectives.

## 6.5 Definitions

**6.5.1 Deficiency.** A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. See FAR 15.001.

**6.5.2 Strength.** An aspect of an offerors' proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

**6.5.3 Significant Strength.** An aspect of an offerors' proposal that has appreciable merit or appreciably exceeds specified performance or capability requirements in a way that will be appreciably advantageous to the Government during contract performance.

**6.5.4 Weakness.** A flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001.

**6.5.5 Significant Weakness.** A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.

## 7. RELEVANCE OF EVALUATION CRITERIA

**7.1 FACTOR 1: PRICE.** All non-cost factors, when combined, are EQUAL to Price.

### **7.2 NON-COST FACTORS:**

**FACTOR 2: PAST PERFORMANCE:** This factor is significantly more important than Factor 3.

**FACTOR 3: SMALL BUSINESS PARTICIPATION PLAN.** This factor is significantly less important than Factors 2.

## 8. PROPOSAL EVALUATION

**8.1** The SSEB will be established to conduct the evaluation of proposals received in response to this solicitation. The evaluation will be based on the content of the proposal, proposal corrections and any information obtained from other sources, e.g. past performance information. The SSEB will not consider any documents incorporated by reference, except as expressly allowed by this solicitation.

**8.2** Each member of the SSEB will independently consider all information provided in the

proposal. Once these individual analyses are completed, the SSEB will assign a consensus rating for each evaluation factor. It is the responsibility of each member of the SSEB to provide and document sufficient strengths, weaknesses, and/or deficiencies to support the assigned rating for each factor as well as the overall rating. Comments are required for all ratings.

**8.3** The final overall rating along with ratings on individual factors, to include all support documentation, will be provided to the Source Selection Authority. The Source Selection Authority, independently exercising prudent business judgment, will determine which offeror, if any, will receive the contract award.

## **9. EXCEPTIONS.**

**9.1** Exceptions to the contractual terms and conditions of the solicitation (e.g., standard company terms and conditions) may result in a determination to reject a proposal.

## **10. RESTRICTIONS.**

**10.1** Failure to submit all the data in the format indicated in this section may be cause for determining a proposal incomplete and, therefore, not considered for evaluation, and for subsequent award.

## **11. Factor 1 - PRICE.**

**11.1** Price will not be rated, but will be a factor in establishing the competitive range prior to discussions (if held) and in making the best value decision for award of any resultant contract. Pricing for the contract shall be completed and submitted on the Pricing Schedule shown at Section 00 10 00 - Solicitation, Contract Line Item Number (CLIN) Schedule.

Historical price information, competitive price information, the Independent Government Estimate (IGE), or any other pricing tool will be utilized as necessary in making this determination. Offerors are advised that any offer wherein pricing is deemed unbalanced or unreasonable, to include offers deemed to be unreasonably low, will be rendered ineligible for award. Additionally, all offers will be analyzed for unbalanced pricing.

**11.2** The Government will perform a price analysis on all proposals received for the contract. Price analysis will be performed in accordance with FAR 15.404-1, to determine fairness and reasonableness as well as to assure an understanding of the work and ability to execute the contract at price proposed. The evaluation will determine the extent to which the price proposal is consistent with the requirements of the RFP. Historical price information, competitive price information, the Independent Government Estimate (IGE), or any other pricing tool as necessary will be utilized in making this determination. Offerors are advised that any offer wherein pricing is deemed unfair or unreasonable will be rendered ineligible for award.

**11.3** In accordance with FAR 52.217-5 – Evaluations of Options (Jul 1990), 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).

This total contract price including the price for optional line items as the evaluated price for making the best value decision.

## **12. BASIS FOR AWARD.**

**12.1** Proposals must meet the criteria stated in the RFP in order to be eligible for award, to include responsiveness and responsibility.

**12.2** In order to determine which proposal(s) represent the best value, the SSA will compare proposals to one another. Best value will be determined by a comparative assessment of proposals against all source selection criteria in this RFP.

**12.3** The contract will be awarded to that successful offeror whose proposal offers the best overall value.

**12.4** As relative advantages and disadvantages become less distinct, differences in price between proposals are of increased importance in determining the most advantageous proposal. Conversely, as differences in price become less distinct, differences in scoring and relative advantages and disadvantages between proposals are of increased importance to the determination.

**12.5** The Government reserves the right to accept other than the lowest priced offer(s). The right is also reserved to reject any and all offers.

**12.6** Offerors are reminded to include their best overall proposal in their initial offer and not to automatically assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer.

**NOTE 1: Pages that exceed the required page limitations will not be evaluated.**

**Additional pages over the maximum allowed will be removed or not read and will not be evaluated by the Government. Tables of content, proposal cover letters, and tabs between proposal information do not count toward any page limitations in the proposal. The total number of Pages for Volume I shall not exceed 150 Pages and Volume II shall not exceed 150 Pages. The offerors submission for Solicitation W912PM21R0001 shall not exceed 300 pages in total.**

Section 0045 00 - Representations and Certifications

OFFERER IDENTIFICATION

Offeror is requested to furnish the following information:

Name/Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_  
DUNS: \_\_\_\_\_ CAGE: \_\_\_\_\_

(End of Provision)

CORPORATE CERTIFICATES

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

CERTIFICATE

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

\_\_\_\_\_ (CORPORATE SEAL)  
(Signature)

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification.	JUN 2018

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2018)

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

(2) The small business size standard is \$39.5M.

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

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

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

(        ) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

(ix) 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.

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

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

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

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

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

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

(xiv) 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.

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

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

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

(xviii) 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.)

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxiv) 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:

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

XXX (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.

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)...

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

#### 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) Representation. The Offeror represents that it [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

#### 52.209-12 CERTIFICATION REGARDING TAX MATTERS (FEB 2016)

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

(b) If the Offeror is proposing a total contract price that will exceed \$5,000,000 (including options), the Offeror shall certify that, to the best of its knowledge and belief, it--

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

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

(3) Has not [ \_\_\_\_ ], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in

compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

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

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

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

(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) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

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

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

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

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

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

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

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

XX (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.

XX (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.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://beta.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 Clause #	Title	Date	Change

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

(End of provision)

## Section 0070 00 - Conditions of the Contract

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	Destination	Government	Destination	Government
0009	N/A	N/A	N/A	N/A
0009AA	Destination	Government	Destination	Government
0009AB	Destination	Government	Destination	Government
0010	N/A	N/A	N/A	N/A
0010AA	Destination	Government	Destination	Government
0010AB	Destination	Government	Destination	Government
0011	N/A	N/A	N/A	N/A
0011AA	Destination	Government	Destination	Government
0011AB	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2016

52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.211-7	Alternatives to Government-Unique Standards	NOV 1999
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12 (Dev)	Subcontractor Certified Cost or Pricing Data (Deviation 2018-00015)	JUL 2018
52.215-13 (Dev)	Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2018-00015)	JUL 2018
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20 Alt III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 2010) - Alternate III	OCT 1997
52.215-21 Alt III	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications (Oct 2010) - Alternate III	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9 Alt II (Dev)	Small Business Subcontracting Plan (Deviation 2018-00018) - Alternate II	AUG 2018
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014

52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
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	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Acquisition of EPEAT -Registered Televisions	JUN 2014
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-16	Acquisition of EPEAT (R) - Registered Personal Computer Products	OCT 2015
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-20	Aerosols	JUN 2016
52.223-21	Foams	JUN 2016
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
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-2	North Carolina State and Local Sales and Use Tax	APR 1984
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984

52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.236-28	Preparation of Proposals--Construction	OCT 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 Items	NOV 2017
52.245-1 Alt I	Government Property (JAN 2017) Alternate I	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering--Construction	OCT 2015
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Hotline Posters	OCT 2016
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
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.	FEB 2019
252.204-7006	Billing Instructions	OCT 2005

252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	DEC 2019
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.215-7008	Only One Offer	JUL 2019
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7045	Balance of Payments Program--Construction Material Under Trade Agreements--Basic	AUG 2019
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7974 (Dev)	Representation Regarding Business Operations with the Maduro Regime (DEVIATION 2020-O0005)	FEB 2020
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

###### (a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

###### (b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

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

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

<https://www.oig.dhs.gov/hotline>

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s.)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million , except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

## 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

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

(b) Prohibition.

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical

technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

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

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
26.2%	6.9%

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

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

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

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

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

(End of provision)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

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

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

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

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

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

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

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

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

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

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

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

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

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

Cost of components means--

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

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

Designated country means any of the following countries:

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

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

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

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

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

Domestic construction material means--

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

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

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

(ii) The construction material is a COTS item.

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

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

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

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

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

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

“Least developed country construction material” means a construction material that—

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

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

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

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

(b) Construction materials.

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

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

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

NONE

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....
Item 2:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free

entry certificate is issued).  
List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.  
Include other applicable supporting information.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d)(1) Only federally insured financial institutions rated investment grade by a commercial rating service shall issue or confirm the ILC.

(2) Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(3) The Offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institutions have the required credit rating as of the date of issuance of the ILC.

(4) The current rating for a financial institution is available through any of the following rating services registered with the U.S. Securities and Exchange Commission (SEC) as a Nationally Recognized Statistical Rating Organization (NRSRO). NRSRO's can be located at the Web site <http://www.sec.gov/answers/nrsro.htm> maintained by the SEC.

(e) The following format shall be used by the issuing financial institution to create an ILC:

\_\_\_\_  
[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date \_\_\_\_

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_

Account party's name \_\_\_\_

Account party's address \_\_\_\_

For Solicitation No. \_\_\_\_ (for reference only)

TO: [ \_\_\_\_ U.S. Government agency]

[ \_\_\_\_ U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ \_\_\_\_ . This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [ \_\_\_\_ issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on \_\_\_\_ , or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. \_\_\_\_ -- (Insert version in effect at the time

of ILC issuance, e.g., ``Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of \_\_\_\_ --[State of confirming financial institution, if any, otherwise State of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_

[ \_\_\_\_ Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

\_\_\_\_ [Confirming Financial Institution's Letterhead or Name and Address]

(Date) \_\_\_\_

Our Letter of Credit Advice Number \_\_\_\_

Beneficiary: \_\_\_\_ [U.S. Government agency]

Issuing Financial Institution: \_\_\_\_

Issuing Financial Institution's LC No.: \_\_\_\_

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by \_\_\_\_ [name of issuing financial institution] for drawings of up to United States dollars \_\_\_\_ /U.S. \$ \_\_\_\_ and expiring with our close of business on \_\_\_\_ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at \_\_\_\_ .

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. \_\_\_\_ -- (Insert version in effect at the time of ILC issuance, e.g., ``Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of \_\_\_\_ --[State of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the

resumption of our business.

Sincerely,

---

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

---

[City, State]

(Date) \_\_\_\_

[Name and address of financial institution]

Pay to the order of \_\_\_\_ [Beneficiary Agency] \_\_\_\_ the sum of United States \_\_\_\_ This draft is drawn under Irrevocable Letter of Credit No. \_\_\_\_

\_\_\_\_ [Beneficiary Agency]

By: \_\_\_\_

(End of clause)

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **20 (twenty)** 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)

#### 52.236-4 PHYSICAL DATA (APR 1984)

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

- 1) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by subsurface investigations and topographic surveys.
- 2) Weather conditions are reported by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) Environmental Data Service, Asheville, North Carolina and information about weather conditions is available through the following internet site: <http://www.nws.noaa.gov/>
- 3) Transportation facilities. Transportation facilities -- US Highways 74, 76, Owen Road, and All American Highway, as well as North Carolina Highways 87 and 95 serve the general area where the work will be performed at

Fort Bragg, North Carolina. Yadkin and Reilly Roads in Ft. Bragg, North Carolina serve the general area where the work will be performed.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

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

(c) In general--

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

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

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

**See attached Plans & Specifications Volumes**

(End of clause)

Section 0073 00 - Supplementary Conditions

CLAUSES INCORPORATED BY REFERENCE

52.211-13	Time Extensions	SEP 2000
52.217-4	Evaluation Of Options Exercised At The Time Of Contract Award	JUN 1988
52.217-5	Evaluation Of Options	JUL 1990
52.228-2	Additional Bond Security	OCT 1997
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.236-17	Layout of Work	APR 1984
52.246-21	Warranty of Construction	MAR 1994

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **990 calendar days after issuance of Notice to Proceed**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$1869.95** for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

UNAUTHORIZED INSTRUCTION

UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT OR OTHER PERSONNEL

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

(End of Instruction)

**TIME EXTENSION FOR WEATHER**

**TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (APR 1991 OCE)**

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

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

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

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

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
Workdays Base on 5-Day Work Week**

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

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

(End of Special Instruction)

**DESIGNATED BILLING OFFICE**

DESIGNATED BILLING OFFICE

Invoices will be mailed to:

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

(End of Special Instruction)

DESIGNATED PAYMENT OFFICE

DESIGNATED PAYMENT OFFICE

Payment will be made by:

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

(End of Special Instruction)

EM 385-1-1 USACE

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

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

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

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

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

(End of Special Instruction)

INSURANCE REQUIREMENTS

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

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

1. Comprehensive and Employer's Liability Insurance: Coverage in an amount not less \$100,000 or in the amount required by the State law in which the work is to be performed under this contract, whichever is greater.

2. Comprehensive General Liability Insurance: Coverage in an amount not less than \$500,000 per occurrence.

3. Automobile Liability Insurance: \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 property damage liability.

4. Vessel liability: When contract performance involves use of vessels, the contracting officer shall require vessel collision liability and protection and indemnity liability insurance.

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

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

(End of Special Instruction)

#### SAFETY PUBLICATIONS

1. The U. S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, dated 30 November 2014, is applicable to work to be performed under this contract. The manual may be obtained without charge by applicants considered to be properly interested upon separate request to the Contracting Division issuing this solicitation.

2. Changes made between publication of new editions to the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, will be posted on the Headquarters Website. The date that it is posted will become the official effective date of the change and contracts awarded after this date shall be required to comply accordingly. The website location where these changes can be found is under the button entitled, "Changes to EM," located at: <http://140.194.76.129/publications/eng-manuals/>

#### AT/OPSEC

##### ANTI-TERRORISM AND OPERATIONAL SECURITY

ACCESS, GENERAL PROTECTION, AND SECURITY POLICY AND PROCEDURES.

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

SUSPICIOUS ACTIVITY REPORTING TRAINING.

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

FOR PRE-SCREENING CANDIDATES USING E-VERIFY PROGRAM.

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

(End of AT/OPSEC)

DB WAGE RATE INFO

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

**NC20200025 08/14/2020: This wage determination applies to CLIN's 0001, 0002, 0004 and 0005.**

"General Decision Number: NC20200025 08/14/2020  
Superseded General Decision Number: NC20190025  
State: North Carolina  
Construction Type: Building  
County: Cumberland County in North Carolina.

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

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

requirements and worker protections under the EO is available  
at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	08/14/2020

	Rates	Fringes
CARP0312-001 06/01/2017 CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 23.35	9.15
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* IRON0848-005 07/01/2020 Rates Fringes IRONWORKER, STRUCTURAL.....	.\$ 26.00	15.80
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* PLUM0421-001 07/01/2019 Rates Fringes PLUMBER/PIPEFITTER.....	\$ 28.50	12.41
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SUNC2011-006 08/24/2011 BRICKLAYER.....	\$ 19.00	0.00
CARPENTER (Drywall Hanging Only).....	\$ 13.83	0.00
CARPENTER (Form Work Only).....	\$ 13.38	1.80
CEMENT MASON/CONCRETE FINISHER...	\$ 15.80	0.00
ELECTRICIAN.....	\$ 20.64	6.68
HVAC MECHANIC (HVAC Duct Installation Only).....	\$ 17.37	1.82
LABORER: Common or General.....	\$ 10.54	0.52
LABORER: Landscape & Irrigation.....	\$ 9.13	0.28
LABORER: Pipelayer.....	\$ 13.35	2.80
LABORER: Mason Tender-Brick/Cement/Concrete.....	\$ 12.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.47	2.41
OPERATOR: Bulldozer.....	\$ 16.00	1.87
OPERATOR: Crane.....	\$ 19.77	4.48
OPERATOR: Forklift.....	\$ 13.86	0.00
OPERATOR: Grader/Blade.....	\$ 15.72	1.49
OPERATOR: Loader.....	\$ 16.17	0.25
PAINTER: Brush, Roller and Spray.....	\$ 12.35	0.00

ROOFER.....	\$ 11.75	1.06
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 15.81	1.40
TRUCK DRIVER.....	\$ 13.38	1.48

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts). Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-0075/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-001008/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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**WAGE DETERMINATION APPEALS PROCESS**

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

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

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

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

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

Wage and Hour Administrator

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

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

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

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

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

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END OF GENERAL DECISION"

SCA WAGE DETERMINATION

SCA Wage Determinations

**IAW 52.222-41 – Service Contract Labor Standards, the following Wage Determinations apply to this solicitation and any resulting contract award:**

**2015-4378, Revision No 13; Dated 05/19/2020: This wage determination(s) applies to CLIN's 0006, 0007, 0008 and 0009**

"REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
| WASHINGTON D.C. 20210

| Wage Determination No.: 2015-4378

Daniel W. Simms Division of | Revision No.: 13  
Director Wage Determinations! Date Of Last Revision: 05/19/2020

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Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least **\$10.80** per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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State: North Carolina

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Area: North Carolina Counties of Cumberland Hoke

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.44
01012 - Accounting Clerk II		16.21
01013 - Accounting Clerk III		18.13
01020 - Administrative Assistant		27.61
01035 - Court Reporter		19.39
01041 - Customer Service Representative I		11.95
01042 - Customer Service Representative II		13.43
01043 - Customer Service Representative III		14.65
01051 - Data Entry Operator I		13.03
01052 - Data Entry Operator II		14.21
01060 - Dispatcher Motor Vehicle		21.31
01070 - Document Preparation Clerk		15.43
01090 - Duplicating Machine Operator		15.43
01111 - General Clerk I		13.40
01112 - General Clerk II		14.61
01113 - General Clerk III		16.40
01120 - Housing Referral Assistant		21.61
01141 - Messenger Courier		13.78
01191 - Order Clerk I		13.57
01192 - Order Clerk II		14.82
01261 - Personnel Assistant (Employment) I		16.35
01262 - Personnel Assistant (Employment) II		18.30
01263 - Personnel Assistant (Employment) III		20.40
01270 - Production Control Clerk		23.24
01290 - Rental Clerk		11.84
01300 - Scheduler Maintenance		17.33
01311 - Secretary I		17.33
01312 - Secretary II		19.39
01313 - Secretary III		21.61
01320 - Service Order Dispatcher		18.59
01410 - Supply Technician		27.61
01420 - Survey Worker		14.48
01460 - Switchboard Operator/Receptionist		12.08
01531 - Travel Clerk I		12.07
01532 - Travel Clerk II		12.84

01533	- Travel Clerk III	13.68
01611	- Word Processor I	15.43
01612	- Word Processor II	17.33
01613	- Word Processor III	19.39
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer Fiberglass	19.71
05010	- Automotive Electrician	19.33
05040	- Automotive Glass Installer	17.76
05070	- Automotive Worker	17.76
05110	- Mobile Equipment Servicer	15.82
05130	- Motor Equipment Metal Mechanic	19.71
05160	- Motor Equipment Metal Worker	17.76
05190	- Motor Vehicle Mechanic	19.71
05220	- Motor Vehicle Mechanic Helper	14.83
05250	- Motor Vehicle Upholstery Worker	16.17
05280	- Motor Vehicle Wrecker	17.76
05310	- Painter Automotive	18.99
05340	- Radiator Repair Specialist	17.76
05370	- Tire Repairer	12.85
05400	- Transmission Repair Specialist	19.71
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.08
07041	- Cook I	13.91
07042	- Cook II	15.77
07070	- Dishwasher	9.29
07130	- Food Service Worker	9.68
07210	- Meat Cutter	16.15
07260	- Waiter/Waitress	9.43
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.15
09040	- Furniture Handler	14.67
09080	- Furniture Refinisher	22.15
09090	- Furniture Refinisher Helper	17.17
09110	- Furniture Repairer Minor	19.65
09130	- Upholsterer	22.15
11000	- General Services And Support Occupations	
11030	- Cleaner Vehicles	9.85
11060	- Elevator Operator	11.52
11090	- Gardener	15.26
11122	- Housekeeping Aide	11.52
11150	- Janitor	11.52
11210	- Laborer Grounds Maintenance	12.14
11240	- Maid or Houseman	10.34
11260	- Pruner	11.17
11270	- Tractor Operator	14.21
11330	- Trail Maintenance Worker	12.14
11360	- Window Cleaner	12.52
12000	- Health Occupations	
12010	- Ambulance Driver	19.91
12011	- Breath Alcohol Technician	19.91
12012	- Certified Occupational Therapist Assistant	31.26
12015	- Certified Physical Therapist Assistant	29.26
12020	- Dental Assistant	18.86
12025	- Dental Hygienist	33.38
12030	- EKG Technician	30.27
12035	- Electroneurodiagnostic Technologist	30.27
12040	- Emergency Medical Technician	19.91
12071	- Licensed Practical Nurse I	17.79
12072	- Licensed Practical Nurse II	19.91
12073	- Licensed Practical Nurse III	22.19
12100	- Medical Assistant	13.97
12130	- Medical Laboratory Technician	25.33

12160	- Medical Record Clerk	18.34
12190	- Medical Record Technician	22.57
12195	- Medical Transcriptionist	18.67
12210	- Nuclear Medicine Technologist	36.51
12221	- Nursing Assistant I	11.38
12222	- Nursing Assistant II	12.79
12223	- Nursing Assistant III	13.97
12224	- Nursing Assistant IV	15.67
12235	- Optical Dispenser	18.86
12236	- Optical Technician	17.79
12250	- Pharmacy Technician	18.53
12280	- Phlebotomist	16.45
12305	- Radiologic Technologist	28.74
12311	- Registered Nurse I	23.43
12312	- Registered Nurse II	28.65
12313	- Registered Nurse II Specialist	28.65
12314	- Registered Nurse III	34.66
12315	- Registered Nurse III Anesthetist	34.66
12316	- Registered Nurse IV	41.51
12317	- Scheduler (Drug and Alcohol Testing)	24.64
12320	- Substance Abuse Treatment Counselor	20.16
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	17.88
13012	- Exhibits Specialist II	22.15
13013	- Exhibits Specialist III	27.09
13041	- Illustrator I	17.88
13042	- Illustrator II	22.15
13043	- Illustrator III	27.09
13047	- Librarian	24.53
13050	- Library Aide/Clerk	12.73
13054	- Library Information Technology Systems Administrator	22.15
13058	- Library Technician	17.28
13061	- Media Specialist I	15.98
13062	- Media Specialist II	17.88
13063	- Media Specialist III	19.93
13071	- Photographer I	16.15
13072	- Photographer II	18.07
13073	- Photographer III	22.39
13074	- Photographer IV	27.37
13075	- Photographer V	33.12
13090	- Technical Order Library Clerk	16.28
13110	- Video Teleconference Technician	16.35
14000	- Information Technology Occupations	
14041	- Computer Operator I	15.62
14042	Computer Operator II	17.47
14043	Computer Operator III	19.87
14044	- Computer Operator IV	21.65
14045	Computer Operator V	23.97
14071	Computer Programmer I	(see 1) 22.75
14072	Computer Programmer II	(see 1)
14073	Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	Computer Systems Analyst I	(see 1)
14102	Computer Systems Analyst II	(see 1)
14103	Computer Systems Analyst III	(see 1)
14150	Peripheral Equipment Operator	15.62
14160	Personal Computer Support Technician	21.65
14170	System Support Specialist	35.42
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	30.58
15020	Aircrew Training Devices Instructor (Rated)	36.99

15030	Air Crew Training Devices Instructor (Pilot)	44.08
15050	Computer Based Training Specialist/ Instructor	30.58
15060	- Educational Technologist	38.99
15070	- Flight Instructor (Pilot)	44.08
15080	Graphic Artist	21.52
15085	Maintenance Test Pilot Fixed Jet/Prop	44.08
15086	- Maintenance Test Pilot Rotary Wing	44.08
15088	- Non-Maintenance Test/Co-Pilot	44.08
15090	- Technical Instructor	24.07
15095	- Technical Instructor/Course Developer	29.45
15110	- Test Proctor	19.43
15120	- Tutor	19.43
16000	- Laundry Dry-Cleaning Pressing And Related Occupations	
16010	- Assembler	10.30
16030	- Counter Attendant	10.30
16040	- Dry Cleaner	12.66
16070	- Finisher Flatwork Machine	10.30
16090	- Presser Hand	10.30
16110	- Presser Machine Drycleaning	10.30
16130	- Presser Machine Shirts	10.30
16160	- Presser Machine Wearing Apparel Laundry	10.30
16190	- Sewing Machine Operator	13.43
16220	- Tailor	14.18
16250	- Washer Machine	11.00
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	23.48
19040	- Tool And Die Maker	28.80
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	18.84
21030	- Material Coordinator	23.24
21040	- Material Expediter	23.24
21050	- Material Handling Laborer	12.51
21071	- Order Filler	12.49
21080	- Production Line Worker (Food Processing)	18.84
21110	- Shipping Packer	15.86
21130	- Shipping/Receiving Clerk	15.86
21140	- Store Worker I	12.62
21150	- Stock Clerk	16.59
21210	- Tools And Parts Attendant	18.84
21410	- Warehouse Specialist	18.84
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	25.29
23019	- Aircraft Logs and Records Technician	20.17
23021	- Aircraft Mechanic I	24.04
23022	- Aircraft Mechanic II	25.29
23023	- Aircraft Mechanic III	26.51
23040	- Aircraft Mechanic Helper	17.74
23050	- Aircraft Painter	22.75
23060	- Aircraft Servicer	20.17
23070	- Aircraft Survival Flight Equipment Technician	22.75
23080	- Aircraft Worker	21.41
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I	21.41
23092	- Aircrew Life Support Equipment (ALSE) Mechanic II	24.04
23110	- Appliance Mechanic	22.15
23120	- Bicycle Repairer	18.44
23125	- Cable Splicer	29.77
23130	- Carpenter Maintenance	17.20
23140	- Carpet Layer	20.86
23160	- Electrician Maintenance	20.76
23181	- Electronics Technician Maintenance I	25.22

23182 - Electronics Technician Maintenance II	26.80
23183 - Electronics Technician Maintenance III	28.32
23260 - Fabric Worker	19.65
23290 - Fire Alarm System Mechanic	19.76
23310 - Fire Extinguisher Repairer	18.44
23311 - Fuel Distribution System Mechanic	23.41
23312 - Fuel Distribution System Operator	18.44
23370 - General Maintenance Worker	17.99
23380 - Ground Support Equipment Mechanic	24.04
23381 - Ground Support Equipment Servicer	20.17
23382 - Ground Support Equipment Worker	21.41
23391 - Gunsmith I	18.44
23392 - Gunsmith II	20.86
23393 - Gunsmith III	23.41
23410 - Heating Ventilation And Air-Conditioning Mechanic	20.65
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	21.73

23430 - Heavy Equipment Mechanic	22.85
23440 - Heavy Equipment Operator	18.32
23460 - Instrument Mechanic	23.41
23465 - Laboratory/Shelter Mechanic	22.15
23470 - Laborer	12.51
23510 - Locksmith	22.15
23530 - Machinery Maintenance Mechanic	23.24
23550 - Machinist Maintenance	26.14
23580 - Maintenance Trades Helper	14.67
23591 - Metrology Technician I	23.41
23592 - Metrology Technician II	24.63
23593 - Metrology Technician III	25.83
23640 - Millwright	23.41
23710 - Office Appliance Repairer	18.77
23760 - Painter Maintenance	18.04
23790 - Pipefitter Maintenance	22.98
23810 - Plumber Maintenance	21.75
23820 - Pneudraulic Systems Mechanic	23.41
23850 - Rigger	23.41
23870 - Scale Mechanic	20.86
23890 - Sheet-Metal Worker Maintenance	18.40
23910 - Small Engine Mechanic	18.96
23931 - Telecommunications Mechanic I	25.03
23932 - Telecommunications Mechanic II	26.33
23950 - Telephone Lineman	26.49
23960 - Welder Combination Maintenance	20.24
23965 - Well Driller	23.41
23970 - Woodcraft Worker	23.41
23980 - Woodworker	18.44
24000 - Personal Needs Occupations	
24550 - Case Manager	16.55
24570 - Child Care Attendant	11.68
24580 - Child Care Center Clerk	14.58
24610 - Chore Aide	10.79
24620 - Family Readiness And Support Services Coordinator	16.55
24630 - Homemaker	16.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.12
25040 - Sewage Plant Operator	21.65
25070 - Stationary Engineer	23.12
25190 - Ventilation Equipment Tender	16.92
25210 - Water Treatment Plant Operator	21.65
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.10
27007 - Baggage Inspector	17.67
27008 - Corrections Officer	17.32
27010 - Court Security Officer	16.86
27030 - Detection Dog Handler	19.77
27040 - Detention Officer	17.32
27070 - Firefighter	15.64
27101 - Guard I	17.67
27102 - Guard II	19.77

27131 - Police Officer I	20.68
27132 - Police Officer II	22.98
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.90
28042 - Carnival Equipment Repairer	12.78
28043 - Carnival Worker	9.36
28210 - Gate Attendant/Gate Tender	15.11
28310 - Lifeguard	13.46
28350 - Park Attendant (Aide)	16.91
28510 - Recreation Aide/Health Facility Attendant	12.34
28515 - Recreation Specialist	19.95
28630 - Sports Official	13.46
28690 - Swimming Pool Operator	18.94
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.86
29020 - Hatch Tender	20.86
29030 - Line Handler	20.86
29041 - Stevedore I	19.65
29042 - Stevedore II	22.15
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.44
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.58
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.48
30021 - Archeological Technician I	18.28
30022 - Archeological Technician II	20.53
30023 - Archeological Technician III	25.80
30030 - Cartographic Technician	25.80
30040 - Civil Engineering Technician	24.51
30051 - Cryogenic Technician I	28.57
30052 - Cryogenic Technician II	31.56
30061 - Drafter/CAD Operator I	18.28
30062 - Drafter/CAD Operator II	20.53
30063 - Drafter/CAD Operator III	22.97
30064 - Drafter/CAD Operator IV	27.72
30081 - Engineering Technician I	16.55
30082 - Engineering Technician II	18.58
30083 - Engineering Technician III	20.80
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.50
30086 - Engineering Technician VI	38.11
30090 - Environmental Technician	24.89
30095 - Evidence Control Specialist	25.80
30210 - Laboratory Technician	25.93
30221 - Latent Fingerprint Technician I	27.56
30222 - Latent Fingerprint Technician II	30.44
30240 - Mathematical Technician	25.80
30361 - Paralegal/Legal Assistant I	20.23
30362 - Paralegal/Legal Assistant II	25.06
30363 - Paralegal/Legal Assistant III	30.64
30364 - Paralegal/Legal Assistant IV	37.07
30375 - Petroleum Supply Specialist	31.56
30390 - Photo-Optics Technician	25.80
30395 - Radiation Control Technician	31.56

30461 - Technical Writer I	25.80
30462 - Technical Writer II	31.56
30463 - Technical Writer III	38.17
30491 - Unexploded Ordnance (UXO) Technician I	26.34
30492 - Unexploded Ordnance (UXO) Technician II	31.87
30493 - Unexploded Ordnance (UXO) Technician III	38.20
30494 - Unexploded (UXO) Safety Escort	26.34
30495 - Unexploded (UXO) Sweep Personnel	26.34
30501 - Weather Forecaster I	28.57
30502 - Weather Forecaster II	34.75
30620 - Weather Observer Combined Upper Air Or	(see 2) 22.97
Surface Programs	
30621 - Weather Observer Senior	(see 2) 25.04
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.87
31020 - Bus Aide	12.80
31030 - Bus Driver	17.17
31043 - Driver Courier	14.11
31260 - Parking and Lot Attendant	10.94
31290 - Shuttle Bus Driver	15.15
31310 - Taxi Driver	14.03
31361 - Truckdriver Light	15.15
31362 - Truckdriver Medium	16.18
31363 - Truckdriver Heavy	18.23
31364 - Truckdriver Tractor-Trailer	18.23
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.54
99030 - Cashier	9.56
99050 - Desk Clerk	10.17
99095 - Embalmer	26.34
99130 - Flight Follower	26.34
99251 - Laboratory Animal Caretaker I	13.41
99252 - Laboratory Animal Caretaker II	14.74
99260 - Marketing Analyst	26.60
99310 - Mortician	26.34
99410 - Pest Controller	17.05
99510 - Photofinishing Worker	13.84
99710 - Recycling Laborer	17.25
99711 - Recycling Specialist	20.18
99730 - Refuse Collector	15.87
99810 - Sales Clerk	11.08
99820 - School Crossing Guard	14.05
99830 - Survey Party Chief	25.27
99831 - Surveying Aide	14.95
99832 - Surveying Technician	20.49
99840 - Vending Machine Attendant	14.89
99841 - Vending Machine Repairer	18.12
99842 - Vending Machine Repairer Helper	14.89

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Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service

Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans.

Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.

22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. \*

\*This rate is to be used only when compensating employees for performance on an SCA- covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8 (b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not

list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds

\$27.63 per hour conformances may be necessary for certain nonexempt employees.

For

example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate

then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:

If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours

worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL\*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE\*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In

addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS\*\*

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
Standard Form 1444 (SF-1444) \*\*

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day

of work on which contract work is performed by them in the classification.

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Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
  
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
  
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6 (b) (2) (ii)).
  
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
  
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
  
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6 (b) (2) (iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "'Service Contract Act Directory of Occupations'" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c) (1))."