

| | | | |
|---|---------------------|---|----------------|
| SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO. | 2. TYPE OF SOLICITATION | 3. DATE ISSUED |
| | 15F06721R0000015 | <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 11/13/2020 |

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

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

| | | | |
|---|------|--------|---------------------|
| 7. ISSUED BY | CODE | 15F067 | 8. ADDRESS OFFER TO |
| FEDERAL BUREAU OF INVESTIGATION FAU - FACILITIES ACQUISITIONS UNIT 4943 FOWLER ROAD REDSTONE ARSENAL, AL 35989 | | | SEE BLOCK 7 |

| | | |
|--------------------------|--------------|--|
| 9. FOR INFORMATION CALL: | a. NAME | b. TELEPHONE NO. (Include area code)(NO COLLECT CALLS) |
| | DENNIS ALBER | 256-213-2562 |

SOLICITATION

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

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

11. The Contractor shall begin performance 14 calendar days and complete it within 240 calendar days after receiving award, notice to proceed. This performance period is mandatory negotiable. (See _____.)

| | |
|---|--------------------------|
| 12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12b). <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | 12b. CALENDAR DAYS 14 |
|---|--------------------------|

13. ADDITIONAL SOLICITATION REQUIREMENTS:
- a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in item 8 by 16:00 (hour) local time 12/21/20 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
 - b. An offer guarantee is, is not required.
 - c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
 - d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

| | | |
|--|---------------|--|
| 14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) | | 15. TELEPHONE NO. (Include area code) |
| | | 16. REMITTANCE ADDRESS (Include only if different than Item 14.) |
| CODE | FACILITY CODE | |

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

| | | | | | | | | | | |
|---------------|--|--|--|--|--|--|--|--|--|--|
| AMENDMENT NO. | | | | | | | | | | |
| DATE. | | | | | | | | | | |

| | | |
|---|----------------|-----------------|
| 20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | 20b. SIGNATURE | 20c. OFFER DATE |
|---|----------------|-----------------|

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

| | |
|------------|---------------------------------------|
| 22. AMOUNT | 23. ACCOUNTING AND APPROPRIATION DATA |
|------------|---------------------------------------|

| | | |
|--|------|--|
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | ITEM | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) () |
|--|------|--|

| | |
|--|-----------------------------|
| 26. ADMINISTERED BY 1200 FEDERAL BUREAU OF INVESTIGATION FAU - FACILITIES ACQUISITIONS UNIT 4943 FOWLER ROAD REDSTONE ARSENAL, AL 35989 | 27. PAYMENT WILL BE MADE BY |
|--|-----------------------------|

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

| | |
|--|---|
| <input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract. | <input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary. |
|--|---|

| | |
|---|--|
| 30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print) | 31a. NAME OF CONTRACTING OFFICER (Type or print) Dennis G Alber |
| 30b. SIGNATURE | 30c. DATE |
| | 31b. UNITED STATES OF AMERICA BY |
| | 31c. DATE |

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Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| 0001 | Design Documents Complete as shown and specified per Statement of Work and Base | 1.000000 | LT | \$ _____ | \$ _____ |
| 0002 | Construction of PEMB Complete as shown and specified per Statement of Work and Base Delivery Schedule: 240 Days After Date of Award | 1.000000 | LT | \$ _____ | \$ _____ |
| 0003 | Utilities, Duct Banks, and Foundation Base Delivery Schedule: 240 Days After Date of Award | 1.000000 | LT | \$ _____ | \$ _____ |
| 0004 | Movable Interior Walls Complete as shown and specified per Statement of Work and Addendum 2 Option Delivery Schedule: 240 Days After Date of Award | 1.000000 | LT | \$ _____ | \$ _____ |
| 0005 | Catwalk mezzanine with Rails Complete as shown and specified per Statement of Work Option Delivery Schedule: 240 Days After Date of Award | 1.000000 | LT | \$ _____ | \$ _____ |
| 0006 | Sniper Platform Complete as shown and specified per Statement of Work Option Delivery Schedule: 240 Days After Date of Award | 1.000000 | LT | \$ _____ | \$ _____ |

Section 3 - Special Contract Requirements

The paragraphs that are bolded have been modified as part of this Amendment.

I. OFFEROR'S QUESTIONS AND COMMENTS

Proposal Inquiry

Technical inquiries and questions relating to proposal procedures or bonds are to be submitted via email to Dennis Alber at dgalber@fbi.gov no later than 30 November 2020, 1600CST.

The contracting officer will issue an Amendment to the solicitation no later than 12 December 2020 with a response to all of the questions submitted to each of the contractors that attended the Site Visit.

The Government will not contemplate answering any additional RFI questions after 12 December 2020. Offerors are requested to review the specification in its entirety, review the Questions/Answers Bidder Inquiry submission for answers to questions.

II. AWARD TO RESPONSIBLE OFFEROR

Responsibility will be determined, prior to award, by the Contracting Officer, either by performing a pre-award survey or conclusions based on a previous pre-award survey and/or any performance data available. A pre-award survey will be performed and the offeror will be required to show that they have the necessary capital, experience, and owns or can procure the necessary resources to commence the work at the time prescribed in the specifications and thereafter to prosecute and complete the work safely and satisfactorily within the time specified.

III. EVIDENCE OF AUTHORITY TO SIGN OFFERS

Evidence of the authority of individuals signing offers to submit firm offers on behalf of the offeror is required except where the offer is signed, and shows that it is so signed, by: the President, Vice President, or Secretary of an incorporated offeror; a partner in the case of a partnership; or the owner in the case of a sole proprietorship. Failure to submit with the offer satisfactory evidence of the authority of all other persons may be cause for rejection of the offer as invalid or nonresponsive.

IV. PREAWARD SAFETY CONFERENCE

a. Where an apparent low bidder, in performance of contracts during the previous three-year period, incurred one or more accidents, or where, in the opinion of the Contracting Officer, there is any question regarding this compliance with any safety or accident prevention requirement, such bidder, on request of the Contracting Officer prior to any award under this solicitation, shall attend a conference with representatives of the Contracting Officer to discuss any such accidents or non-compliance, the reason for their occurrence, and measures which will be taken to preclude any recurrence thereof. Information elicited at this conference will be used by the Contracting Officer, in conjunction with other information obtained in a pre-award survey, in determining the bidder's responsibility.

b. The items discussed, the preventive measures considered, and any conclusions reached in this conference shall be recorded in minutes of the meeting, which shall be authenticated by the signatures of representatives of the bidder and the Contracting Officer, and any procedures noted therein as agreed upon shall become an obligation of the bidder, along with all other safety and accident prevention requirements of the contract, if award is made to him.

V. INSPECTION OF THE SITE

Prospective bidders are invited to visit the site of the work in order to acquaint themselves as to site conditions and other problems incident to the prosecution of the work. Arrangements for inspection of the site shall be made through the OSCOR identified in the clause 52.236-27, entitled "SITE VISIT (CONSTRUCTION) in Section 6."

An official site visit is scheduled for **2 December 2020 at 0900** at the FBI New Orleans Complex at the following address: 2901 Leon C. Simon Blvd, New Orleans, LA 70126. For those attending the site visit please forward via email the names of those individuals that will be attending the visit to Dennis Alber at dgalber@fbi.gov and SA John Huber at jmhuber@fbi.gov. Due to

COVID-19, the Government is limiting the number of visitors from each company to 3 personnel. Please follow CDC policies regarding the usage of facial mask requirements.

Please note: Only those contractors attending the site visit will be considered as responsive to the solicitation and be considered for award.

VI. MAGNITUDE OF CONSTRUCTION PROJECT

The estimated contract price of the work for this project is estimated between **\$575,000 and \$675,000.**

VII. BASIS OF AWARD

All CLINs must be filled in by the offeror to be considered compliant to the solicitation. A single award will be made to the contractor providing the best value to the Government. CLINs 0001 through 0003 are for the base award and should not exceed \$675,000. CLINs 0004 through 0008 are designated as optional CLINs and will be evaluated as part of the overall best value determination. The Government reserves the right after contract award to exercise which option CLINs it deems necessary in no chronological order. All pricing shall remain in full force and in effect for 120 calendar days from time of submission. Further, all option pricing not exercised at time of award shall remain in full force and in effect 120 calendar days after award.

Prior to making an award the contractor will be required to show that they have the necessary capital, experience, and can procure the necessary materials and labor to commence the work at the time prescribed in the specifications and thereafter to prosecute and complete the work safely and satisfactorily within the time specified.

The project performance period is 240 calendar days from Contract Award/Notice-to-Proceed (NTP). All personnel working on this Contract shall be United States (U.S.) Citizens. All personnel working on the Contract shall be required to undergo a security clearance the scope of which will be determined by the FBI Security Officer.

VIII. AGENTS

Offers signed by an Agent must be made in the name of the Principal and must be accompanied by evidence of said Agent's authority to act on behalf of its Principal.

IV. UNBALANCED PROPOSALS

Any offer which is materially unbalanced as to prices for the Base Items and the Optional Items may be rejected as non-responsive or otherwise not considered for award. An unbalanced offer is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

X. UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT OR OTHER PERSONNEL

The contractor shall not accept instructions issued by any person, employed by the U.S. Government or otherwise, other than the Contracting Officer or the Authorized Representative of the Contracting Officer acting within the limits of his/her authority as defined in the Designation of Authority letter. A copy of the Designation of Authority letter will be furnished to the contractor at time of contract award.

XI. INSTRUCTIONS FOR PREPARING PROPOSALS

- a. Offerors are to submit 1 original (via email) and 1 electronic copy (CD) for both Technical and Cost volumes.
 - b. The Standard Form 1442 of the original proposal must bear an original signature and not a copy.
 - c. Offerors shall not mix technical and cost pricing information.
 - d. Offerors **MUST** submit both their Technical and Cost volumes on the established proposal submission date.
 - e. Technical Volume Submission (Page Limitations):
-

1. The technical proposals shall be submitted in one (1) original (Via Email) on 8 1/2 x 11 format, font size 12, limited to (75) single-sided pages. Drawings shall be submitted in a folded 11 x 17 format. Provide the proposals with a cover page including the name of prime contractor, DUNS numbers for prime, address, phone, email and fax numbers, contract number and point of contact. The Price proposals shall be submitted separate from the Phase Technical proposal.

2. Provide a narrative describing the general design solution that will be proposed as it relates to the project requirements for the design and construction including the specific Basis of Design elements described below. In addition to the narrative, the offeror may utilize 11" x 17" drawings to convey information.

3. A Design/ Pre-construction Phase will precede the Construction Phase. The project performance period is 240 calendar days from Contract Award/Notice-to-Proceed (NTP). All personnel working on this Contract shall be United States (U.S.) Citizens. All personnel working on the Contract shall be required to undergo a security clearance the scope of which will be determined by the FBI Security Officer.

Factor 1 (Technical/Management)

- Management and Planning (Limited to 10 Pages)
- Design Approach (Limited to 15 Pages)
- Project Schedule (Limited to 10 Pages)

Factor 2 (Past Performance)

- (Limited to 20 Pages)

f. Cost Volume Submission

- The cost proposal shall be submitted in one (1) original in 8-1/2 x 11 format, font size 12 and 1 electronic CD.
- Contractor must propose against all CLINs identified in Section 2 of the SF 1442.
- Contractor must submit a separate Pricing Model 33 Division (Attachment L) for each CLIN to identify all the costs associated with the project no later than 3 business days after the established proposal submission date.
- Contractor must fill in the final price for each of the CLINs on the SF 1442 with the total price.

g. Offerors must ensure Representations and Certifications is updated and current within SAM.gov website.

XII. LOCATIONAL CODE REQUIREMENT

All work shall be in accordance with applicable criteria, guides, national and local codes and shall be in accordance with the best construction practices. Workmanship shall be neat and in accordance with FBI specifications and best construction practices.

XIII. CONFIDENTIALITY OF DATA

Duplication or disclosure of the data and other information, to which the Contractor will have access as a result of this contract is prohibited by Public Law. It is understood that throughout performance of the Contract, the General Contractor will have access to confidential data which is the sole property of the FBI as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be gained throughout contract performance, whether title thereto vests in the FBI or otherwise. The General Contractor hereby agrees not to disclose said data, any interpretations thereof, or data derivative there from, to unauthorized parties whether real or artificial, in contravention of these provisions, without the prior written approval of the FBI Contracting Officer or the party in which title thereto is wholly vested. The General Contractor shall ensure that this clause is incorporated in any agreements reached with any subcontractors, consultants, agents, or representatives employed by the General Contractor in contract performance or otherwise.

XIV. DOCUMENT CONTROL

The FBI's Construction Documents are considered not to be classified unless otherwise marked, but are SENSITIVE to the FBI. These Construction Documents have been released to the Contractor, specifically, the Contractor's Security Officer. The Contractor has been granted access to these Construction Documents following a preliminary review by the FBI. The Contractor's Security Officer shall have the responsibility for overseeing access to these documents ensuring that they are maintained in a secure manor. As a minimum,

these documents shall be secured in locked file cabinets with established procedures for key control. The Contractor's Security Officer has executed a Non-Disclosure Agreement on behalf of the Contractor accepting responsibility for the security and handling of the FBI's Construction Documents. This agreement specifically prohibits disclosure of the FBI's Construction documents to any party for other than bidding purpose.

XV. DOCUMENT DUPLICATION

Under no circumstances shall the Contractor or the Contractor's Security Officer permit the duplication of the FBI's Construction Documents or any portion thereof, without the prior written consent of the FBI Contracting Officer.

XVI. DOCUMENT ACCESS

(1) The Contractor shall only permit access to the FBI's Construction Documents on a need-to-know basis. Prior to permitting access to the FBI's Construction Documents by individuals or representatives of the Contractor or other firms, a determination must be made by the Contractor's Security Officer that the individual or firm has a legitimate and verified need to see the FBI's Construction Documents in order to develop pricing for this project and/or complete performance of the Task Order awarded.

(2) The Contractor shall maintain a sign-in register at the Contractor's place of business. The following information shall be obtained from the individual seeking access to the FBI's Construction Documents: Individual's Name Address Social Security Number Driver License Number Firm's Name Time access is provided Time individual exits

(3) This register shall be returned to the FBI along with the Construction Documents within 15 calendar days following the Bid Closing Date for the solicitations Phase and/or within 15 calendar days following completion of project for the Task Order performance Phase.

XVII. SPECIAL COORDINATION AND COOPERATION

In the case of inconsistency between the existing site conditions or within the contract documents not clarified by CO, more specific provisions will take precedence over less specific; more stringent will take precedence over less stringent. Better quality or greater quantity of Work shall be provided in compliance with CO's interpretation.

XVIII. SUBMISSION OF DOCUMENTS AND NOTES

The Construction Contractor shall forward a copy of the documentation generated as a result of this contract to the Contract Officer. This information shall include but not be limited to the following: Reports, Cost Estimates, Request for Information, Transmittal Documents and their attachments, and any other related documents.

XIX. DISCLOSURE OF DATA UNDER THE FREEDOM OF INFORMATION ACT (FOIA)

If a request for information contained in a proposal is requested under the FOIA, the Government shall have the right to disclose any information or data contained in a proposal that results in a contract to the extent provided under the FOIA, notwithstanding any restrictive legends that may have been placed upon it in accordance with the provision at FAR 52.215-1 ©, "Instructions to Offerors Competitive Acquisitions" found in Section L of the solicitation. The Government will, before disclosure, make an administrative determination on a case-by-case basis as to whether the information requested is exempt from disclosure by one of the established exceptions to the ACT. In making this determination the procedures outlined in 28 CFR, paragraph 16.7 shall be followed which, in part, affords the submitter of a proposal an opportunity to object to disclosure.

XX. ORGANIZATIONAL CONFLICTS OF INTEREST – GENERAL

(a) The Contractor warrants that, to the best of his knowledge and belief, and except as otherwise set forth in this contract, he does not have any organizational conflict of interest as defined in paragraph (b) below.

(b) The term "organizational conflict of interest" means a situation where a Contractor has interest, either due to its other activities or its relationship with other organizations, which place it in a position that may be unsatisfactory or unfavorable (1) from the Government's standpoint in being able to secure impartial, technically sound, objective assistance and advice from the Contractor, or in securing the advantages of adequate competition in its procurement; or (2) from industry's standpoint in that unfair competitive advantages may accrue to the Contractor in question.

(c) The Contractor agrees that, if after award he discovers an organizational conflict of interest with respect to this contract, he shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract for the convenience of the Government.

(d) In the event that the Contractor was aware of an organization conflict of interest prior to the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract at no cost to the Government.

XXI. INSURANCE

1. Prior to commencement of any work under this contract, the contractor shall provide the Contracting Officer a declaration of proof of insurance as required by FAR 52.228-5. The minimum coverage that must be maintained is listed in Section H. The following special requirements shall also apply:

The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:

- (a) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (b) Until 30 days after the insurer or the contractor gives written notice to the Contracting Officer, whichever period is longer.

2. The contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government property and shall require subcontractors to provide and maintain the insurance required in the schedule or elsewhere in the contract. The contractor shall maintain a copy of all subcontractors' proofs of insurance, and shall make copies available to the Contracting Officer upon request.

The Contractor shall carry and maintain during the entire period of performance under this contract adequate insurance as follows:

- 1. Workman's Compensation and Employee's Liability Insurance: minimum \$100,000 per incident.
- 2. Automobile General Liability Insurance minimum \$200,000 per person; \$500,000 per accident; property damage \$20,000.
- 3. Comprehensive General Liability: minimum of \$500,000 for bodily injury per occurrence.

XXII. INDEMNIFICATION

(a) Responsibility for Government Property

(1) The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

(2) If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at this own expense, all property lost or damaged.

(b) Hold Harmless and Indemnification Agreement: The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

(c) Government's Right of Recovery: Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provided for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon the request of the

Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(d) Government Liability. The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

XXIII. GOVERNMENT FURNISHED MATERIALS

(a) Any Government Furnished Materials required for performance of the contract shall be stated in the task order proposal, together with the requested date for delivery of such materials to the offeror.

(b) Failure of the Government to furnish the materials identified in the proposal within the stipulated time frame shall automatically extend the required time for delivery/performance as set forth in the contract by one day for each day of delay.

(c) Examination of Government Furnished Material (GFM):

The Contractor shall carefully perform a complete inspection upon receipt of GFM for adequacy with respect to quality as well as quantity, to ascertain that all material required has been provided. Materials found to be damaged or missing will be replaced by the Government, if reported by the Contractor within three (3) calendar days after receipt of the GFM. Upon acceptance by the Contractor, the Contractor assumes full responsibility for the care and safekeeping of the GFM. Inspection and acceptance of the material shall not be construed as acceptance of responsibility by the Contractor for data content.

XXIV. PERFORMANCE OF WORK BY CONTRACTOR

Offeror's attention is directed to FAR 52.236-1, "Performance of Work by Contractor." Contractor is required to furnish a description of the work which will be performed by his own organization, (e.g., earthwork, paving, etc.), the percentage of the total work this represents, and the estimated cost thereof. Such description of work to be performed by the contractor's own organization shall be provided to the Contracting Officer within 10 days of contract award.

XXV. PERFORMANCE EVALUATION OF CONTRACTOR

As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government. The format for the evaluation will use those areas identified within CPARS, and the Contractor will be rated either "Outstanding," "Satisfactory," or "Unsatisfactory" in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised on any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation; all contractor comments will be made a part of the official record.

XXVI. LOCATION OF SITE ON A GOVERNMENT RESERVATION

The site of the work is on a government reservation and all rules and regulations issued by the Commanding Officer covering general safety, security, and sanitary requirements, etc., shall be observed by the contractor.

XXVII. ACCIDENT PREVENTION PLAN

In accordance with the clause entitled "Accident Prevention," the contractor will not be allowed to commence work on the job site until an acceptable accident prevention plan has been submitted. The contractor will receive official notification of the acceptance of his accident prevention plan.

XXVIII. IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the contractor under this contract shall reference the contract number.

XXIX. KEY PERSONNEL

Workforce: Contractors shall submit resumes for both Key Construction and Key Design personnel. The government will review and approve all Key Personnel. All Key Personnel that were submitted as part of the initial proposal must remain on the project for a minimum of 6 months. All Key Personnel replacements must be submitted and approved by the FBI prior to employment. The individuals identified below as “key” are considered to be the Project Management Team.

Key personnel for design are:

- Design Project Manager
- Project Architect (the overall design lead for the entire project)

Key personnel for construction are:

- Project Manager
- Superintendent
- Quality Control Officer

REMOVAL OF KEY PERSONNEL

The Government reserves the right to request the removal of key personnel at any time during the life of the contract. The Contractor shall provide selected replacement(s) within 10 calendar days after notice by the Government unless otherwise extended by the CO.

Section 4 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

- 52.203-3 GRATUITIES (APR 1984)
 - 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
 - 52.203-7 ANTI-KICKBACK PROCEDURES. (JUN 2020)
 - 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
 - 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
 - 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
 - 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
 - 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)
 - 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)
 - 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)
 - 52.215-2 AUDIT AND RECORDS – NEGOTIATION (JUN 2020)
 - 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)
 - 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)
 - 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 (JUN 2020)
 - 52.215-14 INTEGRITY OF UNIT PRICES (JUN 2020)
 - 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (JUN 2020)
 - 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)
 - 52.222-3 CONVICT LABOR (JUN 2003)
 - 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (MAY 2018)
 - 52.222-6 DAVIS-BACON ACT (AUG 2018)
 - 52.222-7 WITHHOLDING OF FUNDS (MAY 2014)
 - 52.222-8 PAYROLLS AND BASIC RECORDS (AUG 2018)
 - 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)
 - 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
 - 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)
 - 52.222-12 CONTRACT TERMINATION--DEBARMENT (MAY 2014)
 - 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (MAY 2014)
 - 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
 - 52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)
 - 52.222-16 APPROVAL OF WAGE RATES (MAY 2014)
 - 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY FOR CONSTRUCTION. (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)
 - 52.222-31 CONSTRUCTION WAGE RATE REQUIREMENTS--PRICE ADJUSTMENT (PERCENTAGE METHOD) (AUG 2018)
 - 52.222-32 CONSTRUCTION WAGE RATE REQUIREMENTS—PRICE ADJUSTMENT (ACTUAL METHOD) (AUG 2018)
 - 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
 - 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JJUN 2020)
 - 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
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- 52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)
 - 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
 - 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)
 - 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)
 - 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
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 - 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (MAY 2020)
 - 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018)
 - 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
 - 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)
 - 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (DEC 2007)
 - 52.227-14 RIGHTS IN DATA – GENERAL (MAY 2014)
 - 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
 - 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
 - 52.228-11 PLEDGES OF ASSETS (AUG 2018)
 - 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (MAY 2014)
 - 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUN 2020)
 - 52.230-2 COST ACCOUNTING STANDARDS. (JUN 2020)
 - 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020)
 - 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
 - 52.232-17 INTEREST (MAY 2014)
 - 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
 - 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
 - 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
 - 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
 - 52.233-1 DISPUTES. (MAY 2014)
 - 52.233-3 PROTEST AFTER AWARD (AUG. 1996)
 - 52.236-2 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)
 - 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
 - 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) – ALTERNATE I (NOV 1991)
 - 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
 - 52.236-17 LAYOUT OF WORK (APR 1984)
 - 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
 - 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
 - 52.242-13 BANKRUPTCY (JUL 1995)
 - 52.242-14 SUSPENSION OF WORK (APR 1984)
 - 52.242-15 STOP-WORK ORDER (AUG 1989)
 - 52.242-17 GOVERNMENT DELAY OF WORK (1984)
 - 52.243-4 CHANGES (JUN 2007)
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- 52.245-1 GOVERNMENT PROPERTY (JAN 2017)
- 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) – ALTERNATE I (SEP 1996)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- 52.249-14 EXCUSEABLE DELAYS (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

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 240 calendar days from receipt of Notice to Proceed. Coordination of these activities will be initiated immediately after contract award. The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$700.00 for each calendar day of delay until the work is completed or accepted.

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

(End of Clause)

52.211-13 TIME EXTENSIONS. (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

Add the following paragraphs to FAR Clause 52.211-13:

(a) Any claim for extension of time based upon delays caused by abnormal weather shall be substantiated by the following:

1. Record of "Normal Weather Conditions" established from Historical Weather data determined from climatological data sheets obtained from (U.S. Department of Commerce) National Weather Service Station of the National Weather Bureau for the locality closest to the project site over the most recent five (5) year period.
2. Weather data from the National Weather Service for time period cited in claim for extension.
3. Copy of the Contractor's daily report for time period cited in claim for extension.
4. Copy of the progress schedule indicating critical major sequences of Work.

(c) Rain Days:

1. A basis for an extension of contract time will be when the aggregate number of rain days in a month exceeds the 20-year average for that month.
2. "Rain Day" shall be defined as when 50 percent of the crews working on critical path activity are unable to Work due to rain or other precipitation.
3. Extension of contract time will be the only remedy available to the Contractor due to a rain day condition. No other compensation shall be available.

(End of clause)

52.214-29 ORDER OF PRECEDENCE - SEALED BIDDING (JAN 1986)

(a) Order of Precedence (Construction): Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

1. Standard Form 1442 (4-85), Solicitation, Offer and Award.
2. Representation and other instructions.
3. Contracting Requirements.
4. Other documents, exhibits and attachments.
5. Specifications.
6. Drawings.

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 twenty-five (25%) 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 .

. [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probing's, test tunnels].

2. Weather conditions

| Month | Days | | Month | Days | | Month | Days |
|----------|------|--|-------|------|--|--------|------|
| December | 7 | | March | 8 | | June | 6 |
| January | 10 | | April | 7 | | July | 6 |
| February | 9 | | May | 5 | | August | 5 |

- 3. Transportation facilities (insert a summary of transportation facilities providing access from the site, including information about their availability and limitations.

(End of clause)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

- 1. The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- 2. The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

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 | Identification No. (If none, insert "None") |
|----------|---|
| | |

- 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.

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

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

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

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

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

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

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

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

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

(1)

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

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

(B)Unit of measure;

(C)Quantity;

(D)Price;

(E)Time of delivery or availability;

(F)Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic
Construction Materials
Price Comparison

Unit of Measure

Quantity

Price (Dollars)*

Solicitation 15F06721R0000015

Construction Material
Description

Item 1:

Foreign construction material _____

Domestic construction material _____

Item 2:

Foreign construction material _____

Domestic construction material _____

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

[Include other applicable supporting information.]

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

(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 40 U.S.C. chapter 31, subchapter III, Bonds, 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 website <http://www.sec.gov/answers/nrsro.htm> maintained by the SEC.

1. 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, 1993 Revision, International Chamber of Commerce Publication No. 500, 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]

1. 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.
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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, 1993 Revision, International Chamber of Commerce Publication No. 500, 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)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

1. Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.
 2. Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which
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meets the standards of quality established under the contract, as approved by the Contracting Officer.

1. The Contractor's request for progress payments shall include the following substantiation:
 1. An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
 2. A listing of the amount included for work performed by each subcontractor under the contract.
 3. A listing of the total amount of each subcontract under the contract.
 4. A listing of the amounts previously paid to each such subcontractor under the contract.
 5. Additional supporting data in a form and detail required by the Contracting Officer.
2. In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--
 1. Consideration is specifically authorized by this contract; and
 2. The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
3. Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

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

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

(Name)

(Title)

(Date)

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

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

Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

7. Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--
 - a. Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
 - b. Waiving the right of the Government to require the fulfillment of all of the terms of the contract.
 8. Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.
 9. Final payment. The Government shall pay the amount due the Contractor under this contract after--
 - a. Completion and acceptance of all work;
 - b. Presentation of a properly executed voucher; and
 - c. Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically accepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).
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- i. Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.
- ii. Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

- 10. Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and
- 11. Deducted from the next available payment to the Contractor.

(End of clause)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

- i. *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.
- ii. *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.
- iii. *Approval and payment of requests.*
 - 1. The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.
 - 2. A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquiries into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.
 - 3. The approval by the Contracting Officer of a request for performance-based payment does not

constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

iv. Liquidation of performance-based payments.

1. Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.
2. If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

v. Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

1. The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).
2. Performance of this contract is endangered by the Contractor's--
 - a. Failure to make progress; or
 - b. Unsatisfactory financial condition.
3. The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

vi. Title.

1. Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
 2. "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:
 - a. Parts, materials, inventories, and work in process;
 - b. Special tooling and special test equipment to which the Government is to acquire title;
 - c. Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment
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and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

- d. Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
 3. Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.
 4. The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.
 5. In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
 6. When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--
 - a. Delivered to, and accepted by, the Government under this contract; or
 - b. Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
 7. The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
 - vii. *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
 - viii. *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.
 - ix. *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.
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x. *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

xi. *Reservation of rights.* (1) No payment or vesting of title under this clause shall--

1. Excuse the Contractor from performance of obligations under this contract; or
2. Constitute a waiver of any of the rights or remedies of the parties under the contract.
3. The Government's rights and remedies under this clause--
 - a. Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
 - b. Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

xii. *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

1. The name and address of the Contractor;
2. The date of the request for performance-based payment;
3. The contract number and/or other identifier of the contract or order under which the request is made;
4. Such information and documentation as is required by the contract's description of the basis for payment; and
5. A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

xiii. *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

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

1. This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
 2. (Except as reported in writing on), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
 3. There are no encumbrances (except as reported in writing on) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
 4. There has been no materially adverse change in the financial condition of the Contractor since the submission
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by the Contractor to the Government of the most recent written information dated ; and

5. After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

Section 5 - Attachments

ATTACHMENT A: STATEMENT OF WORK

ATTACHMENT B: FBI NON-DISCLOSURE AGREEMENT

ATTACHMENT C: FBI VISITOR REQUEST 219

ATTACHMENT D: PAST PERFORMANCE QUESTIONNAIRE

ATTACHMENT E: LDEQ PERMITS –

ATTACHMENT F: CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH
FEDERAL TAX REQUIREMENTS

ATTACHMENT G: STANDARD FORM (SF) 1413 – STATEMENT AND ACKNOWLEDGEMENT

ATTACHMENT P: STANDARD FORM (SF) 25-A - PAYMENT BOND

ATTACHMENT Q: STANDARD FORM (SF) 25 - PERFORMANCE BOND

ATTACHMENT R: DEPARTMENT OF LABOR WAGE DECISION
(CONSTRUCTION)

Section 6 - Solicitation Provisions

Provisions By Reference

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

| Provision | Title | Fill-ins (if applicable) |
|-----------|---|--------------------------|
| 52.215-1 | Instructions to Offerors--Competitive Acquisition (Jan 2017) | |
| 52.215-20 | Requirements for Certified cost or Pricing Data and Data Other Than Certified cost or Pricing Data (Oct 2010) | |
| 52.215-22 | Limitations on Pass-Through Charges – Identification of Subcontract Effort | |
| 52.225-12 | Notice of Buy American Requirement—Construction Materials Under Trade Agreements (May 2014) | |
| 52.232-15 | Progress Payments Not Included (Apr 1984) | |

Section 9 - Evaluation Factors for Award

The solicitation requires the evaluation of price and the following non-price factors and subfactors:

A. Request for Proposals (RFP) Evaluation Factors

When evaluation factors 1, 2 and 3 are combined, they are significantly more important than cost or price. Please note that Factor 1 is more important than Factor 2 and Factor 2 is more important than Factor 3.

Factor 1 - Technical/Management

Subfactor 1A - Management and Planning Approach

Subfactor 1B - Design Approach

Subfactor 1C - Project Schedule

Technical/Management's Subfactor 1B, entitled "Design Approach" is of greater importance than the other Technical/Management Subfactors. Technical/Management Subfactors 1A, and 1C, are equal in importance. An overall rating will be provided for the combined Technical/Management Factors.

Factor 2 - Past Performance

Factor 3 - Cost/Price

B. Evaluation Methodology

The Government will award to the responsible Offeror whose offer conforms to the solicitation and offers the Best Value to the Government, cost or price and technical factors listed below considered. For this solicitation, technical quality is more important to cost or price. As proposals become more equal in their technical merit, the evaluation of price becomes more important. Likewise, as price becomes more equalized, technical merit becomes the most important component. The Government reserves the right to select the lowest responsive offer if it represents the best value to the Government. Alternatively, the Government reserves the right to award to other than the lowest-priced offeror.

C. Basis of Award

Award will be made on a Best Value Basis. Award will be made to that offeror whose, proposal, conforming to this solicitation, is determined to be in the best interest of the Government, price and evaluation factors considered and passes all FBI Security Division approvals. See paragraph VIII under Section 3 of the solicitation with the specific guidelines for basis of award. The Government may, at its convenience and sole discretion, conduct discussions/negotiations with all offerors included in the competitive range, or otherwise offerors remaining in contention, at the sole discretion of the Government, for an award. The Government reserves the right to award without discussions.

1. Cost/Price Proposal

- a. Submit an original copy of the price proposal and bid bond via email or attached to the solicitation notice in SAM.gov. The project contains base CLINS and option CLINs.
 - b. Offerors are encouraged to provide the most cost effective design solution. Submit the price proposal at the same time as the technical proposal, with a cover page including name of prime contractor, DUNS numbers for prime, address, phone, email and fax numbers, contract solicitation number, and point of contact.
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2. Technical Proposal:

Definitions:

FACTOR 1 – TECHNICAL / MANAGEMENT

SUB-FACTOR 1A: MANAGEMENT AND PLANNING (Limit of 10 pages)

Management: Offerors shall convincingly demonstrate the capacity of Design-Build without delay, provide the manpower, management, and financial resources needed to successfully complete this project. The offeror shall provide a letter from a licensed bonding company (surety), or from an agent authorized to represent such company, demonstrating that the offeror has the current ability to obtain performance and payment bonds for 100% of the Design-Build ceiling amount (including all design and engineering services). *Failure to provide this letter with the Offeror's qualification submittal shall constitute grounds for disqualification of the offeror from any further consideration.*

SUB-FACTOR 1B: DESIGN APPROACH (Limit of 15 pages)

Design approach -(15 pages plus sketches)

1. Offeror to describe how the design will be integrated with construction.
2. QC/QA for design: Please explain your approach to ensure drawings are complete with no error or omissions and the integration with construction.
3. Offeror to submit a narrative identifying all RFP requirements.

SUB-FACTOR 1C: PROJECT SCHEDULE (Limit of 10 pages)

Schedule: Offerors shall provide an overall design and construction schedule, along with a narrative. The schedule shall be broken down in sufficient detail to demonstrate the offeror's complete understanding of the RFP and project requirements and to facilitate the Government's evaluation. The offeror's schedule shall represent the entire period of performance from date of award/Notice to Proceed (NTP) through contract completion (As Proposed by Contractor). The schedule shall also include all necessary closeout activities.

Each activity shall include early and late start and finishes, float and duration.

The schedule and narrative shall address all major items of work to be performed during design, construction and closeout. The narrative should also address the possibility of concurrent design and construction. The plan should address work sequences, schedule control, projected manpower levels and utilization, numbers of crews, et al. The plan should address schedule recovery methods should they become necessary. The schedule should be clear with how a completed design or completed components of design support timely construction.

**FACTOR 2 – PAST PERFORMANCE
(LIMIT OF 20 PAGES)**

Past Performance: Offeror shall describe 2 previous projects which are relevant (comparable in size, scope and complexity) to this project and recent completion (within 5 years of RFP proposal submission date) for each of the following organizations who will be utilized on this project:

1. Prime contractor

Each project shall include the following data points and presented in the following order:

- Name and location of project
 - Contract type (i.e. design-build, construction only, firm fixed price, cost reimbursable; cost plus award fee)
 - Your role on the project (prime, joint venture, subcontractor, etc) and the work your firm performed
 - Brief project description (maximum three sentences)
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- Challenges and how you overcame those challenges
- Contract value at award and completion
- Original period of performance and contract completion date and actual period of performance and completion date
- Name, current telephone number and current email address of owner's representative/project manager (also provide name and contact of Contracting Officer for federal government projects)

FACTOR 4: PRICE / COST

The price proposal shall provide all CLINS to be priced as identified on the Solicitation. If any of the CLINs are not proposed, the Government will consider this offer as non-compliant and will be not considered for award.

FBI reserves the right to request further breakdown of any or all proposed prices from an offeror to better understand the offeror's price.

Offerors are cautioned to take notice of the security requirements of the contract set forth herein and if necessary factor in whatever cost – if any – are necessary for the contractor to fully comply with the security requirements herein. Contractor compliance with FBI security requirements and/or policy shall not constitute an unreasonable and/or compensable Government delay of the work or additional cost to the contract.

Discounts for Early payment, if offered, will not be considered in the evaluation for award.

NOTE: The Offeror will be evaluated to determine if all of the above information and identified design features that meet the minimum requirements of the RFP have been provided.