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|---|--------------------------------------|--|-------------------------------|---------------------------|
| SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO. W9127Q21R0005 | 2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED 19-Aug-2021 | PAGE OF PAGES 1 OF 106 |
|---|--------------------------------------|--|-------------------------------|---------------------------|

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 USPFO MS PURCHASING & CONTRACTING 144 MILITARY DRIVE FLOWOOD MS 39232 TEL: 601-313-1502 FAX: | CODE W9127Q | 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX: |
|--|----------------|---|

| | | |
|--------------------------|------------------------------|--|
| 9. FOR INFORMATION CALL: | A. NAME LISA D. ANGUIZOLA | B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 601-313-1663 |
|--------------------------|------------------------------|--|

SOLICITATION

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

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

Construction Indefinite Delivery-Indefinite Quantity (IDIQ) Multiple Award Task Order Contract for maintenance, repair, construction and design-build services in support of the National Guard activities in the State of Mississippi. These will be multi-disciplined contracts consisting of a five calendar year ordering period. The total of individual task orders placed against this contract shall not exceed \$5M. This action shall be solicited as total small business set-aside. NAICS Codes: 236220 and 237990, \$39.5M is the small business size standard. The Government's intent is to award a minimum of two (2), no greater than a maximum of ten (10) contracts to offerors that are responsible and that submit proposals that are acceptable and reasonable. At the task order level, the contracting officer may set-aside an individual task order for other socio-economic programs. Persons intending on offering a proposal should attend the Pre-Proposal Conference. See Section 00100 for conference details, including location and date. Solicitation and all information, notices, and amendments for this solicitation will be posted at <https://beta.SAM.gov> -Contract Opportunities (previously FBO). **NOTE: bid bond required for all future task orders at \$150,000 or greater. (FAR Provision 52.228-1)

11. The Contractor shall begin performance within 30 calendar days and complete it within 1825 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 01:00 PM (hour) local time 30 Sep 2021 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

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

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

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See 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 requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

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

 10 U.S.C. 2304(c) 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE 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, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. 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 commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section 00010 - Solicitation Contract Form

00010-TABLE OF CONTENTS

SOLICITATION, OFFER, AND AWARD SF 1442 and SF 1442 BACK SECTION 00010 - PRICING SCHEDULE, NOTES

SECTION 00010 - PRICING SCHEDULE, NOTES

SECTION 00100 – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

SECTION 00110 - SUBMISSION REQUIREMENTS AND INSTRUCTION

SECTION 00120 - PROPOSAL EVALUATIONS AND BASIS for AWARD

SECTION 00600 – REPRESENTATIONS & CERTIFICATIONS

SECTION 00700 -- CONTRACT CLAUSES

SECTION 00800 -- SPECIAL CONTRACT REQUIREMENTS / TASK ORDER SPECIFIC

SECTION 01000 -- SPECIAL MATOC CONTRACT REQUIREMENTS

EXHIBIT A – Performance Relevancy Questionnaire

EXHIBIT B – Subcontractor Information and Consent Form

EXHIBIT C – Reference Questionnaire package

EXHIBIT D – Request for Proposal and Proposal Form for Prototypical Project

PROTOTYPICAL PROJECT – Request for Proposal for Addition to AOG Facility Bldg 104

This Prototypical Project WILL NOT BE AWARDED; it is included for evaluation purposes only

ATTACHMENT 1– Statement of Work -

ATTACHMENT 2– Specifications for

ATTACHMENT 3– Final Drawings/Plans

ATTACHMENT 4--Wage Determination

SECTION 00010 NOTES - The following apply to this contract:

1. Task orders applicable to this contract are for construction services to support the Mississippi National Guard installations **statewide**. Prospective Awardees must be capable and provide proposals and construction services statewide. However, the majority (90% or more) of the projects will focus on these six locations to include:

- MS ARNG Joint Forces Headquarters in Jackson, MS;
- MS ARNG U. S. Property and Fiscal Office for MS Complex in Flowood, MS;
- MS ARNG Camp Shelby Joint Forces Training Center (CSJFTC), Hattiesburg, MS;
- MS ANG 172nd Airlift Wing in Flowood, MS,
- MS ANG 186th Aerial Refueling Wing in Meridian, MS; and
- MS ANG Combat Readiness Training Center (CRTC) in Gulfport, MS.

2. In addition to Task Orders issued on a small business set-aside basis, Contractor is eligible to compete for Task Orders set-aside for other socioeconomic sub-classifications such as, (certified 8(a) Businesses, certified HUBZone Small Businesses, Women-Owned Small Business (WOSB), and/or Service-Disabled Veteran-Owned Small Businesses (SDVOSB).

3. Contractor's attention is invited to Division 01, Section 010000, General Requirements. Important information on the Task Order process is contained therein. Offerors are encouraged to read this section in its entirety to reach a better understanding of the Multiple Award Task Order Process. The minimum guaranteed Task Order amount for the entire contract period, to include any exercised option periods, is \$2000.00 per IDIQ contract awarded.

4. "Funds are not presently available for the minimum guarantees for this contract. Currently, the Government anticipates funds will become available prior to but no later than midnight 30 Sep 2021. This action has been identified on the National Guard priority list for award if funds become available and the prices received are within an awardable range."

5. The term “Contracting Officer” is applicable to this Solicitation and resulting contract(s).
6. Reference Contract Clause 252.236-7008, CONTRACT PRICES – BIDDING SCHEDULES. The term Bidding Schedule shall also be construed to mean Offer Schedule or Schedule. The terms “bid” and “offer” shall be construed as having the same meaning in this solicitation and resulting contract(s) and any future Task Orders.
7. Reference Contract Clause 52.228-15, PERFORMANCE AND PAYMENT BONDS. Applicability will be defined in individual MATOC orders. IAW 52.228-1 BID GUARANTEE, a bid bond **shall be required** for all proposals submitted for a request for proposal for future task orders estimated above \$150,000.
8. DO NOT insert prices in the CLINs provided, immediately after the SF 1442. Instructions for the preparation of proposals are located in Sections 00100, 00110 and 00120.
9. The Government intends to execute Multiple Award Task Order Contracts (MATOC) with an Indefinite Delivery Indefinite Quantity (IDIQ). Contracts pursuant to this solicitation. Federally warranted Contracting Officers at any National Guard activities in the State of Mississippi may place Task Orders against resulting contracts. See Section 01000 for additional information.

END of TABLE of CONTENTS

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001 | CONSTRUCTION SVS-MS ARNG Statewide FFP MATOC-IDIQ - Construction FFP - MS Army National Guard Statewide to include the Joint Forces Headquarters in Jackson, MS; U. S. Property and Fiscal Office for MS Complex in Flowood, MS; MS ARNG Camp Shelby Joint Forces Training Center (CSJFTC) located near Hattiesburg, MS; MS ARNG Camp McCain Training Center (CMTC) near Grenada, MS - Contractor shall provide all plant, labor, equipment, appliances, materials, expertise & supervision necessary for various maintenance, repair & construction Task Order Contracts statewide for the Mississippi National Guard. Maximum contract value is \$40,000,000.00 shared for all MATOC contracts. MAX QTY shown for administrative purposes only. FOB: Destination MFR PART NR: Construction Svs PSC CD: Y1AA | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0002 | <p>CONSTRUCTION SVS-MS ANG 172nd AW FFP MATOC-IDIQ - Construction FFP - MS Air National Guard, 172nd Airlift Wing, Thompson Field in Flowood, MS - Contractor shall provide all plant, labor, equipment, appliances, materials, expertise & supervision necessary for various maintenance, repair & construction Task Order Contracts statewide for the Mississippi National Guard. Maximum contract value is \$40,000,000.00 shared for all MATOC contracts. MAX QTY shown for administrative purposes only. FOB: Destination MFR PART NR: Construction Svs PSC CD: Y1AA</p> | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0003 | <p>CONSTRUCTION SVS-MS ANG 186th ARW FFP MATOC-IDIQ - Construction FFP - MS Air National Guard, 186th Aerial Refueling Wing, Key Field, Meridian, MS - Contractor shall provide all plant, labor, equipment, appliances, materials, expertise & supervision necessary for various maintenance, repair & construction Task Order Contracts statewide for the Mississippi National Guard. Maximum contract value is \$40,000,000.00 shared for all MATOC contracts. MAX QTY shown for administrative purposes only. FOB: Destination MFR PART NR: Construction Svs PSC CD: Y1AA</p> | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0004 | CONSTRUCTION SVS-MS ANG CRTC FFP MATOC-IDIQ - Construction FFP - MS Air National Guard, Combat Readiness Training Center in Gulfport, MS - Contractor shall provide all plant, labor, equipment, appliances, materials, expertise & supervision necessary for various maintenance, repair & construction Task Order Contracts statewide for the Mississippi National Guard. Maximum contract value is \$40,000,000.00 shared for all MATOC contracts. MAX QTY shown for administrative purposes only. FOB: Destination MFR PART NR: Construction Svs PSC CD: Y1AA | | | | |

NET AMT

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

| MINIMUM QUANTITY | MINIMUM AMOUNT | MAXIMUM QUANTITY | MAXIMUM AMOUNT |
|------------------|----------------|------------------|----------------|
| 1.00 | \$2,000.00 | 200.00 | \$40,000.00 |

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

| MINIMUM QUANTITY | MINIMUM AMOUNT | MAXIMUM QUANTITY | MAXIMUM AMOUNT |
|------------------|----------------|------------------|----------------|
| 1.00 | \$50.00 | 2,000.00 | \$5,000,000.00 |

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

| CLIN | MINIMUM QUANTITY | MINIMUM AMOUNT | MAXIMUM QUANTITY | MAXIMUM AMOUNT |
|------|------------------|----------------|------------------|----------------|
| 0001 | | \$ | | \$ |
| 0002 | | \$ | | \$ |
| 0003 | | \$ | | \$ |
| 0004 | | \$ | | \$ |

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|------------|------------|-----------|------------|
| 0001 | N/A | N/A | N/A | Government |
| 0002 | N/A | N/A | N/A | Government |
| 0003 | N/A | N/A | N/A | Government |
| 0004 | N/A | N/A | N/A | Government |

Section 00100 - Bidding Schedule/Instructions to Bidders

SECTION 00100**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

1. **INTRODUCTION / SCOPE:** You are invited to submit a proposal in response to our Request for Proposal (RFP) entitled, "MATOC IDIQ Solicitation" for construction services for National Guard locations throughout the State of Mississippi. As a result of this solicitation, the Government intends that a minimum of two (2), maximum of ten (10) indefinite-delivery, indefinite-quantity, (IDIQ) Task Order Contracts will be awarded, provided sufficient qualified contractors present offers that propose reasonable prices. All awards will be to small business pursuant to a 100% small business set-aside. The contracting officer may set-aside task orders for SBA Certified 8(a) participants; Certified HUBZone Small Business Concerns, Small Business Service Disabled Veteran Owned Business and Women Owned Small Businesses Concerns provided 2 or more qualified contractors in each category present conforming offers and are awarded a MATOC.
 - 1.1. Awards will be made to offerors whose proposals are in compliance and conforming to the RFP and are determined to be most advantageous to the Government in terms of Technical, Past Performance and Price.
 - 1.2. Projects will be bid build type from already completed designs, and/or projects specified by a Statement of Work using the Master Specification. ¹It should be noted that the majority of work under these contracts, will be for sustainment, repair and maintenance (SRM) at or under the \$1M dollar level.
 - 1.3. The Government reserves the right to issue additional solicitations and award additional contracts within the activities covered by this contract. In this event, new MATOC contractors, in accordance with the terms of their contracts, may compete for Task Orders with the Contractors selected under this solicitation. This is not a solicitation for a Requirements Contract.
 2. **PROJECT CATEGORIES:** Work performed under these Multi-Discipline Contracts will generally be of, but are not limited to, the following general project categories:
 - Construction, repair and alteration of various facilities.
 - Construction, repairs and alteration of Electrical Systems (ES)
 - Construction, repair and alteration of Mechanical Systems (e.g. HVAC systems, and controls.)
 - Concrete and/or Asphalt Paving.
 3. **CONTRACT DURATION, LIMITS AND AMOUNTS:** Each of the resulting contracts will have a five (5) year ordering period; total contract period shall not exceed five (5) calendar years. The contract program ceiling amount will not exceed \$40 million for all task order awarded over the life of the MATOC program amongst all contracts awarded. The Minimum and Maximum values for a single Task Order are \$2,000.00 and \$5 million, respectively. The minimum guaranteed order for each contract is one (1) task order valued at \$2,000. At time of award of the basic contract, a task order for \$2,000.00 will be issued. This task order will be deobligated when a construction task order is awarded. See Division 01, SPECIAL CONTRACT REQUIREMENTS for details.
 4. **TASK ORDERS:** As requirements develop, Task Orders will be competed among the MATOC awardees, or negotiated on a sole source basis as described in Division 01, SPECIAL CONTRACT REQUIREMENTS. These Special Contract Requirements describe the Task Order process in detail. Offerors are highly encouraged to read the Special Contract Requirements before submitting a proposal.
 - 4.1. The basic contract will be administered, (e.g. issuing modifications, exercising options), by the Contracting Office of the United States Property and Fiscal Officer of Mississippi (USPFO-MS)
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- 4.2. Individual Task Orders will be awarded and administered by federally appointed contracting officers, and may be issued by any Army or Air National Guard location in the State of Mississippi. Organizations outside of the issuing office of the basic contract will be responsible for the complete administration of Task Orders issued.
- 4.3. Construction performance requirements will be specified for each project in the Task Order Request for Proposal. MATOC Awardees will compete for Task Orders among themselves. The majority of all Task Orders shall be awarded based on competitive proposals received in response to the agency request for quotation.
5. **NOTICE OF PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be conducted on Tuesday August 03, 2021 at 10:00 A.M. local time for the purposes of briefing on the proposal requirements and answering questions regarding this solicitation. This conference will be held at the MS Air National Guard 172nd Airlift Wing, located in Flowood, MS.. Interested Contractors are highly encouraged to attend the pre-proposal conference. Complete address for the meeting is:

MS ANG 172nd Airlift Wing
 (Bldg TBD based on attendance)
 141 Military Drive
 Flowood, MS 39232

- 5.1. Due to security conditions, all offerors must register to attend this conference. Submit attendance request by email as instructed below.

Subject Line: Conference Request for W9127Q-21-R-0005 MATOC for Construction Svs
 Email To: lisa.d.anguizola.civ@mail.mil and david.a.oglesby.civ@mail.mil
 Body: Company Name, Address, Phone Number
 Attendee's Name, Phone Number (if different)
 Attendee's Driver's License # and state of issue

- 5.2. This information must be provided in advance, not later than 2 business days prior to the meeting, in order to ensure access to the military base and conference site and ensure adequate seating for the conference attendees. Even if you have access to the base you must register to ensure adequate seating. The furnishing of the above information is voluntary; however, your failure to furnish all or part of the requested information may result in the Government's denial of your access to the pre-proposal conference. This information will be provided to the Base Security Forces who will authorize your entrance to the site.
- 5.3. Visitors will gain access at the Installation's Main Entry Gate. Visitor must have valid picture ID/driver's license to present for entry. Visitor may be required to present the following information upon arrival: (1) Vehicle Registration, (2) Proof of Insurance for Vehicle, (3) Safety Inspection and Car Rental agreement if applicable. Any of the above information furnished by you is protected under the Privacy Act and shall not be released unless permitted by law and/or you have consented to such.
- 5.4. Information provided at this conference or site visit shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.
- 5.5. A record of the conference shall be made and furnished to all prospective offerors via posting to our web site at <https://beta.sam.gov/> "Contract Opportunities (FBO)" The record will include minutes of the meeting, including questions (on a non-attribution basis) and answers.
- 5.6. All COVID-19 precautions shall be taken. Due to COVID-19 and in accordance with HPCON Delta procedures, all interested parties are required to provide their own facial mask; the Government WILL NOT

provide masks. This mask will be worn at all times when inside the facility and social distancing standards shall be maintained. Additionally, each party attending the conference,, bid opening or related meeting will have a temperature scan prior to admittance to the installation.

6. **FORMAL COMMUNICATION, OFFEROR EXPLANATIONS:** Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, for proposals, drawings, specifications, etc. must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offer.
- 6.1. All questions and requests for information (RFI) must be received NO LATER THAN the third working day prior to closing and will be posted not later than two working days prior to closing. The Contracting Officer reserves the right to address questions received after the third business day prior to solicitation closing. OFFERORS ARE STRONGLY ENCOURAGED TO SUBMIT QUESTIONS EARLY IN THIS PROCESS.
- 6.2. Any interpretations made, will be in the form of an amendment of the solicitation, drawings, specifications, etc., and will be furnished to all prospective offerors via posting to <https://beta.sam.gov/> “Contract Opportunities”.
- 6.3. Receipt by the offeror must be acknowledged in the space provided on the SF 1442 or by returning a signed copy of the amendment by the time set for receipt of proposals. Explanations or instructions given in a form other than an amendment to the solicitation shall not be binding. Questions (on a non-attribution basis) and answers shall be furnished to all prospective offerors via the web site.
- 6.4. All responsible firms may submit an offer; interested offerors must be registered in System for Award Management (SAM). To register in SAM, go to: <https://www.sam.gov/SAM/> to begin the registration process. Applicants must have DUNS number to complete the registration. Instructions for registering are provided on the website. There are no fees/costs for registration nor use of SAM.gov nor beta.SAM.gov and related links. (Please note the registration for access to the secure site takes approximately 15 business days. PLAN ACCORDINGLY.)
- 6.5. All information regarding this requirement, including the solicitation, amendments, and questions will be posted on <https://beta.sam.gov/> “Contract Opportunities (FBO)”. The plans and specifications will also be available upon request on the website <https://beta.sam.gov/> “Contract Opportunities (FBO)”. This is a web-based dissemination tool designed to safeguard acquisition-related information for all Federal agencies. SAM registration may be required to access Contract Opportunities (FBO) information. Again, there are no fees/costs for registration nor use of beta.SAM.gov and related links.
- 6.6. Should further clarifications or information be necessary, submit request for information, by email to the contracting office as detailed below. Format for this request email shall be:
- Subject Line: RFI - Solicitation W9127Q-21-R-0005 MATOC for Construction Svs
 Email To: lisa.d.anguizola.civ@mail.mil and david.a.oglesby.civ@mail.mil
 Body: Company Name:
 From: (POC)
 Address: (City/State)
 Phone Number: (POC)
 Question: 1. (Clearly state question, including section of Specs as reference)
 2. If sent as attachment, word documents are preferred to facilitate posting of answers to the master Q&A document)
7. **AMENDMENTS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS:** The right is reserved, as the interest of the Government may require, to revise or amend, the specifications or drawings or both prior to and/or after the date set for receipt of proposals as necessary. Such amendments, if any, will be announced by an amendment or amendments to this Request for Proposal. All information relating to this RFP, including

pertinent changes/amendments and information prior to the date set for receipt of proposals will be posted on the following website: <https://beta.sam.gov/> "Contract Opportunities (FBO)".

****Offerors are strongly cautioned to check this website frequently and to "refresh" their web page to ensure they have the latest information.**

- 7.1. **PROPOSAL SUBMISSION:** This request for **MATOC Proposals including Prototypical Project Proposal**, are due by the date and time set for the receipt of proposals shown in Block 13 of the SF 1442. Proposals shall be hand delivered or mailed to the following address. Electronic submission IS NOT ACCEPTABLE (email nor beta.SAM.gov (FBO) upload). Late receipt of proposals due to building access or mail delays will not be deemed excusable and the Contracting Officer may declare the proposal late and remove it from further consideration. PLAN ACCORDINGLY. After compiling all required information, submit original and specified number of copies to the USPFO-MS PFC office; mark packages as follow:

MS ARNG NGMS-PFC
Attn: Oglesby & Anguizola
144 Military Drive
Flowood, MS 39232

(Indicate in bottom left corner)
TIME SENSITIVE MATERIAL
PROPOSAL for W9127Q-21-R-0005
DO NOT OPEN

- 7.2. Hand Delivered Proposals must be delivered to the Purchasing & Contracting Office of the USPFO-MS (address provided above), attention Lisa Anguizola and David Oglesby. Do not leave proposals with any staff outside of the Purchasing and Contracting Office. Proposals received will be marked by contracting personnel to indicate date/time received. Delays are possible at the entry point and should be accommodated for.
- 7.3. Mailed Proposals must be received prior to closing date and time of the solicitation/RFP. USPS, UPS and Fed-X all deliver to the local address provided above. But there is no guarantee they deliver before 10:00 AM CST on any given day.
- 7.4. Though emailed proposals are not acceptable, it is highly recommended that email notification of proposal submission is pending and detail delivery information such as method of delivery, tracking number, etc. Format for this email notification shall be:

Subject Line: RFP PENDING - W9127Q-21-R-0005 MATOC for Construction Svs
Email To: lisa.d.anguizola.civ@mail.mil and david.a.oglesby.civ@mail.mil
Body: Company Name:
From: (POC)
Address: (City/State)
Phone Number: (POC)
Delivery Details: I.E. delivery method, tracking details

8. **WAGE DETERMINATION:** The Construction Wage Rate requirements is applicable to the prototypical facility addition project. In the event the current prevailing Wage Determination is changed by the Department of Labor prior to closing date of this solicitation it is the offeror's responsibility to ensure the most recent determination is used in preparing the proposal. An Amendment may not be issued prior to closing to change Wage Determination dates and/or numbers. Applicable wage rates can be found at: <https://beta.sam.gov/> "Wage Determinations (WDOL)". The Wage Determination applicable to the prototypical facility addition project is Davis Bacon Act General Decision Numbers MS20210047, dated 12/31/2020 for Lauderdale County (Meridian).

9. **PROPOSAL EXPENSES AND PRE-CONTRACT COSTS:** This RFP does not commit the Government to pay costs incurred in preparation and submission of initial and subsequent proposals or for other costs incurred prior to award of a formal contract.
10. **REMOVAL OF SECTIONS AT TIME OF AWARD:** Sections 00100, 00110, 00120, 00600 and 00010 will be physically removed as a result of an award, but will be deemed to be incorporated by reference in that award.
11. **DISPOSITION OF UNSUCCESSFUL PROPOSALS AND EXTRA SUCCESSFUL PROPOSALS:** In compliance with FAR Subpart 4.8, the Government will retain one copy of all proposals. The Government will destroy extra copies of proposals. No destruction certificate will be provided.
12. **PROPOSAL ACCEPTABILITY:** Offerors are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete proposal. Failure to furnish a complete proposal and required copies, at the time of proposal submission, may result in the proposal being unacceptable to the Government and eliminated from consideration for award. The offeror is hereby advised that its proposal is presumed to represent its best and final offer in response to this solicitation.
13. **CLARIFICATIONS:** At the discretion of the Government, offeror may, be asked to provide information for clarification purposes regarding their proposals. Requests for such clarification information do not constitute discussions.
14. **EXCEPTIONS:** If the offeror takes exception to any of the requirements specified in this solicitation, the offeror shall clearly identify each exception and include a complete explanation of why the exception was taken and what benefit accrues to the Government. All exceptions to the solicitation requirements (Sections 00010 through 00120) and supporting rationale shall be included in an addendum to the proposal and clearly labeled "Exceptions". An addendum is only required if the offeror takes exception to any requirement in the solicitation. (The Addendum does not have a page limitation, but shall only include information relevant to exceptions taken to the solicitation requirements.) The Government will assume an offeror takes no exceptions to any solicitation requirement if the offeror does not submit an Addendum identifying exceptions. Offerors are advised that solicitation requirements are not necessarily negotiable and such exceptions may render an offeror's proposal unacceptable and ineligible for award.
15. **CLAUSES:** Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text. Clauses and provisions in this document may not appear in consecutive order.

End of Section 00100

SECTION 00110
SUBMISSION REQUIREMENTS AND INSTRUCTIONS

1. PROPOSAL PREPARATION INSTRUCTIONS:

- 1.1. These instructions prescribe the format of proposals, and describe the approach for the development and presentation of the proposal data. They are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals. Carefully review this section prior to commencing proposal preparation. In order for proposals to receive full consideration for award, offerors should ensure that the information furnished in support of the proposal is factual, accurate, and complete.

- 1.2. Offerors are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete proposal. Failure to furnish a complete proposal at the time of proposal submission may result in the proposal being unacceptable to the Government and elimination from consideration for award. All solicitation amendments must be acknowledged in accordance with FAR Clause 52.215-1, and Instructions to Offerors.

2. PROPOSAL CONTENT:

Prospective offerors shall submit the proposal in two separate binders. Offerors are cautioned to carefully review the proposal requirements for these Volumes and ensure a complete proposal is submitted.

- 2.1. **Submit Volume 1**, Price proposal, pro forma documents, in one (1) original, one (1) hard copy, and one (1) electronic copy on a CD in accordance with the instructions contained herein.
- 2.2. **Submit Volume 2** in one (1) original, one (1) hard copy, and one (1) electronic copy on a CD in accordance with the instruction contained herein.

2.2.1. Volume 2, PART I --Technical Capability Proposal

Limited to (20) pages exclusive of tabs, indexes, dividers, and attachments listed in Exhibit D. Pages in excess of the limits will be removed and WILL NOT be considered in the evaluation.

- Subfactor 1 – Experience and Capability (limit resumes to 2 pages each)
- Subfactor 2 – Organization
- Subfactor 3 – Specific Personnel
- Subfactor 4 – Quality Control and Safety Program
- Subfactor 5 – Project Scheduling Methodology
- Subfactor 6 – Project Plan Methodology

2.2.2. Volume 2, PART II --Past/Present Performance Information

- 2.2.2.1. Although the assessment of Past/Present Performance as a specific evaluation factor is separate and distinct from the Determination of Responsibility required by FAR Part 9, Past/Present Performance information obtained herein will be used during the Government's responsibility determination. In addition contractors shall submit a single copy of the following information in a sealed envelope with their name on the outside. This information is sought pursuant to FAR 9.105-1 and will be opened and utilized only if the contractor is selected for award. Information will be used in determining the contractor responsible in accordance with FAR Part 9. If an award is not being offered the envelope will be filed unopened with the original proposal.
- 2.2.2.2. Documentation of adequate financial resources: Provide letters of reference from financial institutions(s) concerning credit worthiness and from bonding companies indicating capability to bond to, at a minimum, the price proposed.
- 2.2.2.3. Offerors are cautioned to carefully review the proposal requirements for these Volumes and ensure a complete proposal is submitted.

3. PROPOSAL SUBMISSION AND SCHEDULE:

- 3.1. The entire proposal (Volumes 1 and 2 and the CD/DVD copy) are due by the date and time set for the receipt of proposals shown in Block 13 of the SF 1442. Past/Present performance references should

provide questionnaire responses directly to the Contracting Officer (not the Contractor) no later than the closing date for receipt of proposals.

- 3.2. Proposals shall be hand delivered or mailed to the following address. Electronic submission (email nor beta.SAM.gov (FBO) upload) IS NOT ACCEPTABLE. Late receipt of proposals due to building access or mail delays will not be deemed excusable and the Contracting Officer may declare the proposal late and remove it from further consideration. PLAN ACCORDINGLY.
- 3.3. After compiling all required information, submit original and specified number of copies to the USPFO-MS PFC office; mark packages as follow:

MS ARNG NGMS-PFC
Attn: Oglesby & Anguizola
144 Military Drive
Flowood, MS 39232

(Indicate in bottom left corner)
TIME SENSITIVE MATERIAL
PROPOSAL for W9127Q-21-R-0005
DO NOT OPEN-Competitive Acquisition

- 3.4. Though emailed proposals are not acceptable, it is highly recommended that email notification of proposal submission is pending and detail delivery information such as method of delivery, tracking number, etc. Format for this email notification shall read:

Email To: lisa.d.anguizola.civ@mail.mil and david.a.oglesby.civ@mail.mil
Subject Line: RFP PENDING - W9127Q-21-R-0005 MATOC for Construction Svs
Body: Company Name:
From: (POC)
Address: (City/State)
Phone Number: (POC)
Delivery Details:

4. PROPOSAL FORMAT:

- 4.1. Purpose: These instructions prescribe the format of proposals, and describe the approach for the development and presentation of the proposed data. The proposal shall include all of the information requested in the specific instructions. Failure to include all information requested may adversely affect the evaluation.
- 4.2. A proposal that merely reiterates or promises to accomplish the requirements of the Request for Proposal (RFP) will be considered unacceptable. A proposal that is orderly and sufficiently documented will be easy for the Government to understand and will enable the Government to perform a thorough and fair evaluation.
- 4.3. Offerors are cautioned to submit enough information to enable the evaluation committee to fully ascertain each offeror's capability to perform all of the requirements contemplated by this solicitation. All commitments made in the proposal may become a part of the resultant contract. The data submitted with each proposal should be complete and concise, but not overly elaborate. Excessive reliance on promotional brochures is discouraged.
- 4.4. Written proposals shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (10 min.). All pages of each proposal shall be appropriately numbered, and identified with the RFP number. For ease of reference, consecutive page numbering with tabs is required. Type size for graphics, charts, diagrams and tables shall be of an

appropriate font and size for the application, and must be clearly readable without magnification assistance to the normal eye. Text lines will be no less than single-space. To the maximum extent practicable, proposal submission shall be double sided. Where page limits exist a page is defined as one single side of paper. Double sided pages count as 2 pages. Unless otherwise stated, tabs, indexes and dividers do not count in the page count.

- 4.5. Binding: Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. Three ring binders are preferred. The cover and spine of each binder will clearly identify the offeror's name, Part number, RFP number, RFP title and copy number, (e.g. original, copy). The original for each volume will be clearly identified on the cover and the spine. All binders will allow for easy removal and replacement of pages.
 - 4.6. Indexing: Each volume will contain a "Table of Contents" for that volume. The "Table of Contents" will identify major areas, paragraphs and subparagraphs by number and title as well as by page number and volume locations. Tab indexing will be used to identify sections as appropriate.
 - 4.7. Electronic Copy: Provide one (1) electronic copy of all of the proposal information. Electronic copies are to be submitted only on DVD or CD-ROM saved in Microsoft Word or Adobe Acrobat format. Data provided on a flash drive or any other USB read/write media are not acceptable.
 - 4.8. The offeror shall be held responsible for the validity of all information supplied in his/her proposal, including that information provided by potential subcontractors. Should subsequent investigation disclose that the facts and conditions were not as stated, the proposal may be rejected or removed from the competition.
5. **PROPOSAL VOLUME CONTENTS:** Each offeror's proposal shall be submitted as set forth below and all information shall be confined to the appropriate part to facilitate independent evaluation. Proposals which do not include the requested minimum information may be eliminated from further consideration for award.

5.1. VOLUME 1, Part I, PRICE/COST INFORMATION AND PRO FORMA DOCUMENTS:

- 5.1.1. Offerors shall provide all price/cost information necessary to provide a meaningful basis for Government's analysis and evaluation of price/cost for the project set forth in Section 00120 of this solicitation. The Government is not, and does not intend on, requesting certified cost or pricing data. Offerors may be required during the evaluation process to provide sufficient price/cost information that will enable the Government to perform a meaningful evaluation.
- 5.1.2. Provide an introductory page to include CAGE Code, DUNS Number, Tax Identification Number (TIN), points of contact, authorized negotiators, contact phone numbers, and email addresses. Also, include your business socioeconomic status, e.g. small business, woman-owned small business, HUBZone small business, etc.
- 5.1.3. Offer and Section 00010 – Complete in its entirety the "Offeror" portion of the Standard Form (SF) 1442. An official having the authority to contractually bind your company must sign the SF 1442 in accordance with FAR 4.102.
- 5.1.4. Representations and Certifications- Section 00600- insert the required certifications and representations and return only those shown in section 00600. Return the entire Section 00600 with your proposal. All other required representations and certifications are to be completed on line in the System for Award Management (SAM) www.sam.gov.
- 5.1.5. Prototypical Project Requirements: All offerors, shall price the prototypical project for evaluation purposes. Failure to provide a price with the Section 00010, Bid Schedule for "Exhibit D-Request for Proposal for Prototypical Project" is considered non-compliant with the solicitation requirements and grounds for elimination from consideration/evaluation.

- 5.1.5.1. Offerors shall provide all price/cost information necessary to provide a meaningful basis for Government's analysis and evaluation of price/cost for the project set forth in Section 00120 of this solicitation.
- 5.1.5.2. Determination of Responsibility: Provide one copy in a sealed envelope of documentation of adequate financial resources: Provide letters of reference from financial institution(s) concerning credit worthiness and from bonding companies indicating capability to bond to, at a minimum, the highest level requested in areas of consideration. In addition contractors shall submit a single copy of the following information in a sealed envelope with their name on the outside. This information is sought pursuant to FAR 9.105-1 and will be opened and utilized only if the contractor is selected for award. Information will be used in determining the contractor responsible in accordance with FAR Part 9. If an award is not being offered, the envelope will be filed unopened with the original proposal. Documentation of adequate financial resources: Provide letters of reference from financial institutions(s) concerning credit worthiness and from bonding companies indicating capability to bond to, at a minimum, the price proposed.
- 5.1.5.3. Joint Venture Requirements - Parties wishing to propose as a joint venture must submit, with the Pro Forma documents, an executed copy of the joint venture agreement. The joint venture agreement shall be executed in accordance with FAR 4.102(d). Each joint venture partner shall submit evidence satisfactory to the Contracting Officer that its Board of Directors has approved its participation in the joint venture or by an instrument of similarly binding character in the case of an unincorporated entity. Offerors are reminded that to obtain an award the awardee, to include a joint venture, must be registered in the System for Award Management (SAM) database. Applicable to set-aside solicitations: Joint Ventures must meet applicable size standards (See FAR Subpart 19.1). Submit with the proposal any size determination for the Joint Venture entity received from the Small Business Administration. A Joint Venture where-in one party is not a small business may be referred to the Small Business Administration (IAW FAR 19.302 (b)) to determine eligibility. All questions regarding Joint Ventures must be directed to the Small Business Administration (SBA) and not the Contracting Officer.

5.2. VOLUME 2, Part I, OFFEROR TECHNICAL CAPABILITY PROPOSAL, Six (6) Subfactors:

- Subfactor 1 – Experience and Capability
- Subfactor 2 – Organization
- Subfactor 3 – Specific Personnel
- Subfactor 4 – Quality Control and Safety Plan
- Subfactor 5 – Project Scheduling Methodology
- Subfactor 6 – Project Plan Methodology

- 5.2.1. The Technical proposal shall be submitted in accordance with the instructions contained in the solicitation. The Government acknowledges that this will involve discussion of some of the same projects/contracts discussed in the Present/Past Performance volume. While Present/Past Performance examines how an offeror performed in the past, so as to determine the probability of success on future projects, this subfactor examines the offeror's experience with multidiscipline project management and execution and how the offeror demonstrates an understanding of the contract's requirements taking this experience into consideration. The Government may use Exhibit A Part 1 information in the evaluation of experience. A reiteration of the information provided in Exhibit A is neither required nor desired. Offeror should reference this information by providing a short summation of their relevant experience to meet the submission requirements of this subfactor.
- 5.2.2. In order for the Government to evaluate the offeror's understanding of the contract requirements, offerors are required to discuss their technical and administrative capabilities in a manner that clearly

demonstrates these are adequate to meet contract requirements. Offerors shall submit information related to each subfactor in a logical manner within the proposal. Be sure to “tab” each of the subfactors: Experience and Capability, Organization, Specific Personnel, etc. in a logical manner.

- 5.2.3. Offerors are cautioned to read FAR Clause 52.219-14 Class Deviation 2019-O0003, Revision 2, Limitations on Subcontracting. Government will not pay resulting task orders for general construction, more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 85 percent subcontract amount that cannot be exceeded. Firms must be capable of self-performing at least the minimum. The contracts resulting from this solicitation are not intended for management firms or construction firms who self-perform only administrative or management functions.
- 5.2.4. **Subfactor 1. Experience and Capability:** The Capability and Experience Proposal is limited to 20 single pages, exclusive of table of contents, tabs, and dividers. Pages in excess of the limit will not be evaluated. The proposal discussion should address familiarity with construction in the locations selected, relationships with local subcontractors, building standards and certifications, and familiarity with issues pertaining to work in this/these areas including involvement of the local workforce.
- 5.2.5. **Subfactor 2. Organization:** Include an Organizational Chart listing company personnel and their roles for the areas of consideration required. Include a narrative describing personnel to include their names, duties and level of responsibility for key personnel: Project Manager, Site Superintendent(s), Quality Control Manager and Safety Manager. State the lines of authority and duties such as overall project management, site superintendence, quality control, and safety.
- 5.2.6. **Subfactor 3. Specific Personnel:** Provide resumes for each proposed key personnel: Project manager(s), site superintendent(s), quality control manager(s), and safety manager(s). Each resume shall not exceed two (2) pages. The detailed background, education, and experience provided must meet any applicable experience qualifications included in the special contract requirements specifications. If proposed personnel are not currently on the offeror’s staff, letters of intent should be provided. Include a narrative describing the experienced key personnel’s ability to manage multi-disciplined construction projects, which is comparable to the work requirements of this solicitation and at the dollar level and at the locations requested in areas of consideration.

Additionally, indicate the key construction personnel that have experience and required qualifications in assigned roles with building to USGBC LEED® standards or similar construction/building standards programs. If proposed personnel are not currently on the contractor’s staff, how contractor will approach this deficiency. Refer to Specification Division 01, Special Contract Requirements, Section 01000 for minimum qualifications for these key personnel and requirements for substitution and dual roles.

5.2.7. Subfactor 4. Quality Control and Safety Plan:

- 5.2.7.1. Provide a quality control plan that addresses the company’s program to include, but not limited to, inspections, submittal reviews, corrections of non-compliant work, and how the company addresses quality control failures and timely adjudication to include measures to assure non-reoccurrence.
- 5.2.7.2. Contractor shall also provide an overall Safety Plan applicable to construction that provides a detailed explanation of job safety for ensuring the health and safety of on-site personnel, compliance approach with regulations for safety and health requirements such as hazardous materials, processes for accident reporting, and how contractor will ensure overall safety and reporting of safety problems to Government officials.

- 5.2.8. **Subfactor 5. Project Scheduling Methodology:** Provide a construction schedule in a Gantt chart that shows the complete project schedule for the Exhibit D-Request for Proposal for Prototypical Project from notice to proceed, to include all construction activities as well as concurrent activities, and outline the critical path activities that will show successful execution of the construction project within the period of performance requirements outlined in Exhibit D. Also include a narrative discussing the scheduling processes and resource allocation that ensure completion and control of schedule progress from beginning to the end of the project.
- 5.2.9. **Subfactor 6. Project Plan Methodology:** Summarize a Project Plan Methodology specific to Exhibit D-Request for Proposal for Prototypical Project requirement presented with this Solicitation/Request for Proposal. The written Project Plan should be a brief synopsis describing a technical solution to augment and support this project in meeting the period of performance and milestones indicated in the Project Scheduling Methodology provided in Subfactor 5. The Project Plan should provide the Government confidence that the project is structured to be executable with the resources indicated. This narrative should be in paragraph format and not exceed four typewritten pages.
- 5.3. **VOLUME 2, Part II, PAST PERFORMANCE INFORMATION:** Performance information is obtained for the purpose of evaluating Past/Present Performance. Past/Present Performance includes current/on-going performance that is complete to 90% or greater. Volume 2 includes the offeror's Performance Relevance Questionnaire, Exhibit A, Parts 1 and 2; and any discussion and or additional information, awards, letters, etc. concerning past/present performance the offeror includes. Offerors are cautioned to complete all the questions on the Exhibit A Parts 1 and part 2. Detailed instructions are included in Exhibit A.
- 5.3.1. Offerors shall use the Reference Package, Exhibit C, to obtain references from past and present clients.
- 5.3.2. Offerors shall discuss their performance using the Performance Relevancy Questionnaire format, Exhibit A, Part 1. Prepare a minimum of three (3) but not more than five (5) of these documents. Contractors should select their projects carefully because the quality of the contractor's relevant performance is more important than the quantity of projects submitted.
- 5.3.3. Use the Exhibit A format to provide information that demonstrates a history of performance on contracts that are similar in scope, complexity, and cost magnitude to this project's plans and specifications. Explain what aspects of the contract you find relevant to the proposed effort and identify how each contract ranks, in terms of relevancy, with respect to the other contracts addressed in proposal.
- 5.3.4. Offerors should consider the currency and relevancy of the past/present performance information to be considered, the performance must have been completed during the past five (5) years. The period begins five (5) years prior to the solicitation release date and includes current performance. Performance that is more current may have greater impact than older performance.
- 5.3.5. In determining relevancy to the solicitation requirement, offerors should consider the similarity of construction methods employed, size, scope, cost magnitude, location, client type (e.g. federal government) and complexity of work performed to those required for the proposed effort. Location should also be considered.
- 5.3.6. Offerors are encouraged to include with their proposal information any problems encountered on the identified contracts and the offeror's corrective actions.
- 5.3.7. Offerors lacking relevant present/past performance experience may submit information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will

perform major or critical aspects of the requirement if such information is relevant to this acquisition. Such information shall, as a minimum, include:

Name(s) of Predecessor Company/Subcontractor and/or Key Personnel.
 Complete Address
 Telephone, Fax Number and Email address
 Brief synopsis of the experience- A resume may be submitted for
 "Key Personnel" Describe relevancy to this project

- 5.3.8. Provide three (3) references, for each Predecessor Company, Subcontractor or Key Personnel. Clearly identify the contractor/individual for whom the reference information concerns.
- 5.3.9. Each proposed subcontractor/Teaming Partner must also complete an Exhibit B, "Subcontractor/Team/Key Personnel Information and Consent Form", to be considered.
- 5.3.10. Past Performance References – REQUIRED – A "Final" Performance Evaluation (Construction) (also referred to as a Past Performance Information Retrieval System (PPIRS) Evaluation) issued for a project may be included in lieu of sending out reference package for the project OR Offerors shall prepare and submit to prior client(s) of all the projects listed on your Exhibit A submission a Reference Package (Exhibit C) (Detailed instructions are included in Exhibit C Package). This includes correspondence explaining the requirement to obtain an independent evaluation of prior contract performance, and the Past Performance Questionnaire for use in evaluating Present/Past Performance.
- 5.3.11. Inform references that completed Performance Questionnaire should be returned to Contracting Officer via email to lisa.d.anguizola.civ@mail.mil and david.a.oglesby.civ@mail.mil to arrive no later than the closing date for receipt of proposals. Offeror must not review the Present/Past Performance Questionnaire prior to submission. They are to be submitted by the client/evaluator directly to the Contracting Officer. Offeror's should follow-up and encourage references to get the questionnaires to the Contracting Officer in a timely manner.
- 5.3.12. In assessing past performance, the Government may also consider the past/present performance of the offeror's key personnel, Project Manager, Quality Control Manager, Site Superintendent, and Safety Manager as it relates to previous projects.
- 5.3.13. Each key person without prior past performance history demonstrated on the submitted Exhibit A shall provide a summary of experience or a resume. In the event the intended person is not part of the offeror's organization at the time the proposal is submitted then a completed Exhibit B, "Subcontractor/Team/Key Personnel Information and Consent Form" or Letter of Intent, is also required or the information will not be considered. The Government may seek additional references and reserves the right to use the information provided to obtain additional references.
- 5.3.14. Offerors are advised that the Government may use all data provided by the offeror in this volume and data obtained from any other sources, to include, but not limited to, data independently obtained from other Government or commercial sources; from any other sources available to the Government, to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Program/Project Managers, Contracting Officers or rely upon personal business experience with the offeror. The Government reserves the right to obtain and evaluate past performance information from any source it deems appropriate. While the Government may elect to consider data obtained from other sources, the burden of providing current accurate and complete past/present performance information rests with the offeror.

End of Section 00110SECTION 00120**PROPOSAL EVALUATIONS AND BASIS FOR AWARD**

1. **BASIS FOR AWARD:** The award(s) will be made based on the best overall (i.e. best value) proposals that are determined to be the most beneficial to the Government, with appropriate consideration given to the three (3) evaluation factors: Technical, Price, and Past Performance. To arrive at a Best Value decision, the Source Selection Authority will integrate the evaluation of Past/Present Performance, Technical and Price as set out in the solicitation. In terms of the relative importance of the factors, the **Technical factor is somewhat more important than Present/ Past Performance and when combined; however, the non-cost factors are approximately equal to the Price Factor.** The firms that represent the best value to the Government will be selected for award in accordance with FAR 15.1 Source Selection Processes and Techniques.
 - 1.1. This solicitation is for a Multiple Award Task Order Contract (MATOC) Indefinite Delivery Indefinite Quantity (IDIQ). The Government intends to award contracts to a minimum of two (2) and no greater than a maximum of ten (10) qualified offerors deemed responsible in accordance with the Federal Acquisition Regulation (FAR) Part 15.101-1 whose proposal conforms to all the Request for Proposal (RFP)'s requirements and are judged to represent the Best Value to the Government. The Best Value is the most advantageous offer, price and other factors considered, and consistent with the Government's stated importance of evaluation criteria. The awards will be made based on the best overall (i.e. best value) proposals that are determined to be the most be the most beneficial to the Government, with appropriate consideration given to the three (3) evaluation factors: Technical, Present/Past Performance, and Price.
 - 1.2. The source selection process will be conducted in accordance with FAR Subpart 15.3, Source Selection procedures. Offers will be evaluated using the criteria listed in "Evaluation Factors for Award." Noncompliance with the RFP requirements may raise serious questions regarding an offeror's technical ability, past performance and/or pricing and may be grounds to eliminate the proposal from consideration for contract award. Failure to include all information requested may adversely affect the evaluation. A proposal that merely reiterates or promises to accomplish the requirements of the RFP will be considered unacceptable. A proposal that is orderly and sufficiently documented will be easy for the Government to understand and will enable the Government to perform a thorough and fair evaluation.
 - 1.3. The Contracting Officer will begin the evaluation process by conducting a proposal compliance review for all timely-received proposals for determination of basic proposal adequacy prior to providing the proposals to the evaluators. Failure to provide a complete proposal may result in the proposal being removed from further consideration for award. Failure to address any factor Technical, Past Performance and Price or any technical subfactor shall be grounds for elimination from evaluation and consideration for award.
 - 1.4. Offerors must ensure that no pricing information is displayed in Volume 2, Technical and Past Performance Proposal.
2. **ENFORCEABILITY OF PROPOSAL:** The proposal must set forth full, accurate and complete information as required by this solicitation. By submission of the offer, the Offeror agrees that all items proposed (if applicable e.g., key personnel, subcontractors, etc.) will be utilized for the duration of the contract and any substitutions shall require prior Contracting Officer's approval (See Division 01, Special Contract Requirements, Paragraph 36 for additional information regarding substitutions).
3. **FACTORS AND SUB-FACTORS TO BE EVALUATED:** The following evaluation factors and subfactors will be used to evaluate each proposal. Award will be made to the offeror whose proposal is most advantageous

to the Government based upon an integrated assessment of the evaluation factors and subfactors described below.

3.1. Factor 1. Technical Capability: The Technical Capability factor is divided into the following six subfactors:

- Subfactor 1 – Experience and Capability
- Subfactor 2 – Organization
- Subfactor 3 – Specific Personnel
- Subfactor 4 – Quality Control and Safety Plan
- Subfactor 5 – Project Scheduling Methodology
- Subfactor 6 – Project Methodology/Plan

3.1.1. The subfactors 1-6 will be rated in descending order of importance with subfactor 1, Experience and Capability being the most important.

3.1.2. Evaluation of the offeror's proposal shall address each subfactor as it applies to the prototypical project and future requirements as detailed in the RFP. A detailed explanation of the criteria for the evaluation is set forth in the "Evaluation Approach", Paragraph 3 of this section. During evaluations of each proposal, the Government will assign each subfactor an adjectival rating and write a narrative evaluation reflecting the identified findings; however the overall evaluation will be at the factor level.

3.2. Factor 2. Past Performance: Each offeror's past performance will be reviewed to determine relevancy and confidence assessment.

3.3. Factor 3. Cost/Price. The resulting award will be a firm fixed price contract type. Price Reasonableness will be utilized in the evaluation of the Firm-Fixed price effort.

4. **EVALUATION APPROACH:** All proposals shall be subject to evaluation by the Source Selection Evaluation Board (SSEB). The overarching evaluation approach for all factors and subfactors is as follows:

Adequacy of Response. The proposal will be evaluated to determine whether the offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the RFP. The proposal will be evaluated to determine the extent to which each requirement has been addressed in the proposal in accordance with the proposal submission section of the RFP.

Feasibility of Approach. The proposal will be evaluated to determine the extent to which proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the extent to which successful performance is contingent upon proven devices and techniques. The proposal will be evaluated to determine the extent to which the offeror is expected to be able to successfully complete the proposed task and technical requirements within the required schedule.

4.1. **Factor 1. Technical Capability:** The Technical Capability rating reflects the degree to which the proposed approach meets or does not meet the minimum performance or capability requirements through an assessment of the strengths, weaknesses, deficiencies, and risks of a proposal. This is a combined rating that includes risk associated with the technical approach in a single rating. Ratings will be assigned at the subfactor level as well as an overall factor level rating. Based on evaluation results, the Government will assign a technical rating for each of the six (6) subfactors as well as the overall technical proposal. The subfactors, 1-6, will be rated in descending order of importance with Subfactor 1, Experience and Capability being the most important. An offer which fails to provide information in any of the specified areas may be deemed incomplete, and eliminated from the competition and ineligible for further consideration for award.

The Government intends to award without discussions. Due to the evaluation process the Technical Proposal must contain all the required information for a complete evaluation.

4.1.1 Subfactor 1. Experience and Capability: The Government will evaluate the quality and extent of related experience, and determine if the offeror has the experience to manage multi-disciplined construction projects, which is comparable to the work requirements of this solicitation considering the dollar level and at the locations requested in areas of consideration. Proposal should also indicate any building standards certifications (i.e. USGBC LEED or similar) or any other certifications common in the construction industry. The proposal must demonstrate that the offeror has experience with management of multi-disciplined construction projects, as well as the capability to perform multiple projects at one time at the dollar levels and locations requested in Areas of Consideration.

4.1.1.1. Self-performance of a major discipline may offset limited multi-discipline experience. An offeror who has the capability to perform both as a prime contractor for multi-discipline projects and self-perform a major element of construction, for example, Electrical, or Mechanical or Roofing may be afforded additional consideration in the evaluation.

4.1.1.2. The proposal must demonstrate capability and plans for meeting Government requirements and shall address as a minimum, but not limited to, the following:

4.1.1.3. Specification Section 010000 - Division 01, Special Contract Requirements, Para. 4, Ordering Procedures For Competitive Task Orders; Note that response to a task order notice must be made by the prime contractor (Contract holder) or employee of the prime contractor. Response cannot be made by a subcontractor representing the contractor and to propose this method will be found unacceptable; and the proposal shall demonstrate understanding of and plan to be in compliance with contract Clause FAR 52.236-6, Superintendence by the Contractor. The proposal must demonstrate the technical and administrative capabilities that are adequate to meet contract requirements within the offeror's chosen areas of consideration.

4.1.2. Subfactor 2. Organization: The Government will evaluate the offeror's response concerning overall organization, organization chart, as well as number of personnel and the duties of proposed technical staff to determine if offeror has an adequate staff to manage projects within the areas of consideration chosen without significant difficulty. Note: The specific criterion proposed (skill levels, experience, and background) for personnel required in the element specific personnel, if adequate, may be utilized to help determine the organization adequate.

4.1.2.1. The Organizational Chart listing company personnel and their roles appears adequate for areas of consideration required. The proposal narrative should adequately address personnel to include their names, duties and level of responsibility for key personnel to include Project Manager, Site Superintendent(s), Quality Control Manager and Safety Manager. The lines of authority and duties are consistent with good business practices for performing such duties as overall project management, site superintendence, quality control, and safety.

4.1.2.2. Limitations on Subcontracting and Small Business Participation. The proposal must demonstrate the ability to comply with FAR 52.219-14 (DEVIATION 2020-O0008). See Specification Section 010000 - Division 01, Special Contract Requirements, Para. 18, Limitations on Subcontracting, for additional information.

4.1.2.3. If applicable, the support and interface with home office or corporate headquarters for such aspects as financial, management and technical support are adequately defined.

4.1.3. Subfactor 3. Specific Personnel: The proposal must demonstrate the offeror has adequately experienced key personnel to manage multi-disciplined construction projects, which is comparable to

the work requirements of this solicitation and at the dollar level and at the locations requested in areas of consideration. Evaluation will consider the following:

- 4.1.3.1. Project management, site superintendence, quality control manager, and safety manager, as well as the list of major subcontractors who will be utilized throughout the life of the contract. A resume or information provided for each proposed personnel should be included. The detailed background, education, specific certifications, and experience provided must meet any applicable experience qualifications included in the special contract requirements specifications. If proposed personnel are not currently on the contractor's staff, letters of intent are provided where required.
- 4.1.3.2. Additionally, indicate the key construction personnel that have experience and required qualifications in assigned roles with building to USGBC LEED® standards or similar construction/building standards programs. If proposed personnel are not currently on the contractor's staff, how contractor will approach this deficiency. Refer to Section 01000 – Division 01, Special MATOC Contract Requirements paragraph 8 for minimum qualifications for these key personnel and requirements for substitution and dual roles.
- 4.1.3.3. The proposed subcontractors are verifiable, and information provided indicates a good professional relationship with Electrical, Mechanical, Roofing, Horizontal disciplines, Civil Site Work subcontractors. Subcontractors shall have completed Exhibit B in Volume 2, to be considered.

4.1.4. Subfactor 4. Quality Control/Safety Plan:

- 4.1.4.1. **Quality Control** narrative demonstrates that the quality control staff, with lines of authority, is adequate to meet the contract's requirements. The proposed Quality Control Plan should provide a detailed explanation of how quality issues are dealt with on various types of construction projects and as a minimum, meetings, inspections, submittal reviews, correction of non-compliant work and how contractor intend to ensure non-reoccurrence and reporting of quality problems to Government officials.
- 4.1.4.2. **Safety Plan** should provide a detailed explanation of job safety for ensuring the health and safety of on-site personnel, compliance approach with regulations for safety and health requirements such as hazardous materials, processes for accident reporting, and how contractor will ensure overall safety and reporting of safety problems to Government officials. See Specification Paragraph 01000 - Division 01, Special Contract Requirements paragraph 35 Safety/Accident Reporting for additional information.

4.1.5. Subfactor 5. Project Scheduling Methodology: The Government will evaluate the offeror's ability in scheduling methodology to determine if they have scheduling processes that ensure completion and control of the project from beginning to end. The schedule narrative should demonstrate an understanding of the limitations of a schedule as well as an understanding that an appropriate schedule will result in successful completion of projects.

A successful project schedule will provide the Government confidence that the project is structured to be executable for the resources indicated is task oriented and indicates dates on which milestones will be achieved, and shows a total completion date within the time required by Exhibit D-Request for Proposal for Prototypical Project.

4.1.6. Subfactor 6: Project Plan Methodology: The Government will evaluate Contractor's Project Plan Methodology specific to Exhibit D-Request for Proposal for Prototypical Project requirement presented with this Solicitation/Request for Proposal. The written Project Plan should sufficiently demonstrate Contractor's technical solution to augment and support this project in meeting the period of performance and milestones indicated in Project Scheduling Methodology provided in Subfactor

5. The Project Plan should provide the Government confidence that the project is structured to be executable with the resources indicated. This narrative should be in paragraph format and not exceed four typewritten pages.

COMBINED TECHNICAL/RISK RATING METHOD

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

- 4.2. **Factor 2. Past Performance:** The Government will evaluate the offeror's record of past and current performance to ascertain the probability of successfully performing the required efforts of the Plans and Specifications.
- 4.2.1. The Past/Present Performance evaluation will consist of a "relevancy" rating and a "confidence" rating. Although there are subfactors listed below, the "confidence" ratings will be at the factor level only. Stated differently, the subfactors will be considered, but they will not receive individual confidence ratings. The Past/Present Performance evaluation will consider such things as an offeror's business practices, customer relationship, ability to successfully perform as proposed, and other considerations as described in Past/Present Performance Sub-factors, elements and other considerations. Past/Present Performance includes current/on-going (present) performance complete to 70% percent or greater. Projects currently in progress for the National Guard will also be considered regardless of percentage complete.
- 4.2.2. In assessing performance confidence, the evaluator may: (1) evaluate present and past performance information through the use of questionnaires completed by the offeror's references; (2) use data independently obtained from other Government or commercial sources; from any other sources available to the Government, to include, but not limited to, the Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; (3) interviews with Program/Project Managers, Contracting Officers or rely upon personal business experience with the offeror; (4) the information provided in the Offeror's Past Performance Relevancy Questionnaire; and (5) consider any information the offeror submits which explains any problems encountered on the identified contract and the offeror's corrective actions. The Government reserves the rights to obtain and evaluate past performance information from any source it deems appropriate.
- 4.2.3. The evaluation may take into account Past/Present Performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this acquisition. The evaluation will also consider information provided relative to corrective actions taken to resolve problems on past or existing, contracts.

- 4.2.4. An offeror with no relevant Past/Present Performance may receive a rating based on the evaluation of its predecessor companies, key personnel, and/or subcontractors provided the offeror clearly states in the proposal that the information provided about predecessor companies, key personnel, and/or subcontractors is for the purposes of enhancing the offerors past performance proposal. These ratings may not have the same weight as the ratings of the proposing company. The weight that will be afforded for this type of past performance is within the sole discretion of the Government. If such information is not applicable (i.e., the offeror does not have a predecessor company, key personnel or subcontractors with relevant experience), the offeror shall be evaluated as Neutral.
- 4.2.5. In accordance with FAR 15.306(a)(2), if award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposals, e.g., the relevance of an offeror's past/present performance information and adverse past/present performance information to which the offeror has not previously had an opportunity to respond or to resolve minor clerical errors.
- 4.2.6. Current, Trends and Relevancy: Evaluators will consider the performance information for currency, relevancy as well as trends in the performance as explained below.
- 4.2.6.1. "Current" means performance occurring within the last five (5) years for the period beginning five years prior to the solicitation release date. Within this period, performance occurring later in the period may have greater significance than work occurring earlier in the period.
- 4.2.6.2. "Trends" in performance will be considered and may include the following but not limited to: more current performance having greater weight than older performance; patterns or trends in performance issues as relates to, but not limited to, types of projects, work, personnel and similar elements; and does performance show a pattern of improvement or decline over time.
- 4.2.6.3. The Government may also consider similarity of the client type (e.g. federal government) and/or the projects sustainability requirements. The Government will consider United States Green Building Council (USGBC) LEED® certification achievements. The location at which work was performed to the location(s) at which work will be performed will also be considered. Relevancy will affect an offeror's overall Past Performance rating.
- 4.2.6.4. In assessing "relevancy" of an offeror's previous contracts the Government may evaluate an offeror's past performance for similarity of the construction methods, size, project scope, cost magnitude and complexity of work performed to those required for the proposed effort. The Government may also consider similarity of the client type (e.g. Federal Government) and/or the projects sustainability requirements. ANG projects will consider United States Green Building Council (USGBC) LEED®. The location at which work was performed may also be considered. Relevancy weight will affect offeror's overall Past Performance Confidence rating. The more relevant the project is weighted the greater confidence there will be in the past performance assessment as a predictor of future performance.
- 4.2.7. The following apply to weighting relevancy considering all the elements listed above:

| Past Performance Relevancy Ratings | |
|---|--|
| Rating | Definition |
| Very Relevant | Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires. |
| Relevant | Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires. |
| Somewhat Relevant | Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires. |

| | |
|--------------|---|
| Not Relevant | Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires. |
|--------------|---|

4.2.8. Offerors who otherwise have satisfactory performance on previous construction projects may be rated “Neutral” if those projects are not considered relevant to the proposed acquisition and relevancy cannot be obtained through the evaluation of key personnel and/or subcontractors. Projects that are not current will not be considered in the evaluation.

4.2.9. **Past Performance Sub-factors.** There are six (6) sub-factors. All six (6) sub-factors will be rated equally. An overall evaluation for Past Performance will be at the factor level. The elements that may be considered under each subfactor are described below:

- Quality Control
- Timely Performance
- Compliance with Safety Standards
- Management Effectiveness
- Compliance with Federal laws and regulations
- Compliance with utilization of small business concerns requirements (applicable to all offerors);

including small business concerns. Reference FAR 19.702.

4.2.9.1. **Quality Control (QC):** Evaluators may consider such things as: Quality of Workmanship; Adequacy of the contractor QC; Identification/correction of deficient work in a timely manner; Suggested solutions and displayed initiative to implement solutions; Adequacy of Materials; Use of specified materials; Adequacy of Submittals and Adequacy of "As-Builts”.

4.2.9.2. **Timely Performance:** Evaluators may consider such things as: Met established progress schedule; Timely submission of updated and revised progress schedules; Resolved delays in an expeditious manner; Identification/correction of deficient work in a timely manner; Provided submittals in a timely manner; Completed all contract work prior to requesting final inspection; Timely completion of punch-list items; Left no major discrepancies; Timely submission of close out documents, i.e., “as built”, “red lines”; Contractor provided timely and satisfactory response to warranty issues after project completion.

4.2.9.3. **Compliance with Safety Standards:** Evaluators may consider such things as: Adequacy of implementation of safety plan; Acceptable safety history; and the Experience Modification Rate (EMR) provided on Exhibit A, Part 2, paragraph 2E. An EMR over 1.0 may receive less favorable consideration.

4.2.9.4. **Management Effectiveness:** Evaluators may consider such things as:

4.2.9.4.1. General Business Practices, including, but not limited to: Contractor provided experienced managers, and supervisors with the ability needed to meet contract requirements; Hired experienced subcontractors; Paid subcontractors/suppliers in a timely manner; the contractor cooperated to resolve problems, attending meetings (as applicable) and maintained communication to assure satisfactory resolution; Overall customer satisfaction and willingness to foster a spirit of partnership with owner. This is a critical element in this subfactor.

4.2.9.4.2. Pricing, including, but not limited to: The contractor submitted proposals that accurately represented the work required; The contractor's supporting price/cost information for modifications were accurate, complete and reasonable (not over inflated or under estimated); Provided well-substantiated pricing data for change orders.

- 4.2.9.4.3. Site Management/Superintendent, including, but not limited to: Site manager ensured compliance to contract requirements & safety regulations; Site manager acted promptly to resolve problems and ensure work quality; Site manager had sufficient authority to make decisions or take actions during project performance; Site manager consistently present on site when work was performed.
- 4.2.9.4.4. Sustainability requirement compliance including but not limited to: Extent to which the contract's sustainability requirements were met. Achievement of USGBC recognition at certified or silver level on completed projects is considered a benefit to the Government and may receive additional consideration. Achievement above the silver level may receive additional consideration.
- 4.2.9.5. **Compliance with Federal laws and regulations:** Evaluators may consider such things as: Compliance with labor laws and regulations with specific attention to Construction Wage Rate Requirements including, but not limited to: Submitted payrolls in a timely manner; Payrolls were complete and correct; Compliance with Drug Free Work Place requirements; Compliance with Executive Order 16393—Planning for Federal Sustainability in the Next Decade; Use of Recover Material (Affirmative Procurement); Compliance with Environmental Regulations.
- 4.2.9.6. **Compliance with Small Business Concerns Requirements:** (Applicable to all offerors) Generally, offeror demonstrated adequate compliance with the requirements of FAR Clause 52.219-8, "Utilization of Small Business Concerns". Past performance included adequate utilization of small businesses, small disadvantaged businesses, HUBZone small businesses, women-owned small businesses, and veteran owned and service disabled veteran owned small businesses, on prior Government contracts.
- 4.2.9.7. The following ratings and related definitions will be used to define the performance confidence assessment. Based on the evaluation results, the evaluators will assign the Past Performance factor one of the ratings as defined below.

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

- 4.3. **Factor 3. Cost/Price:** This contract is a firm fixed price contract. Price is not rated. The purpose of the price/cost evaluation is to determine whether an offeror's proposed prices/costs for the project are determined to be fair and reasonable in comparison to the competition, the current market conditions and/or recent prices for the same or similar requirements.

- 4.3.1. The Request for Proposal requires firm-fixed prices for the individual contract line items. A price reasonableness approach will be utilized by the Government to determine that the proposed prices

offered are fair and reasonable and that a “buy-in” or unbalanced pricing between CLINS or Options is not occurring. In evaluating price reasonableness, other than cost and pricing data may be utilized.

- 4.3.2. The Government will examine price proposals for artificially low unit prices. Offers found to be unreasonably high, unrealistically low (an indication of a “buy-in”), or unbalanced, may be considered unacceptable and may be rejected on that basis.
- 4.3.3. The Government reserves the right to obtain additional information concerning the price (cost) as necessary to obtain a better understanding of the price proposed. No proposal revisions will be allowed under these conditions. Request for such information is for clarification purposes only. This does not constitute and shall not be construed as discussions. If a minor clerical error has occurred, in which case the offeror may be given an opportunity to correct the minor error within the constraints of the "clarifications" process or the Contracting Officer in his/her sole discretion later determines discussions to be necessary or appropriate.
- 4.3.4. In the event the Government does not award a contract pursuant to this solicitation within 90 calendar days after receipt of proposals and award will be made without discussions, the following will apply: The Government reserves the right to allow offerors to make an adjustment in their price proposals to accommodate cost changes caused by fluctuating construction material market conditions. The Contracting Officer will notify Offerors, normally by electronic mail (email) of a common closing date for receipt of the adjusted price proposals. No additional proposal revisions will be allowed under these conditions. This does not constitute and shall not be construed as discussions.
5. **AWARD and DEBRIEF:** At the sole discretion of the Contracting Officer a MATOC award may be offered at an individual order maximum dollar level lesser than requested in “Areas of Consideration.” if deemed in the best interest of the Government. Individual order maximum may increase in option years at the sole discretion of the Contracting Officer, based on demonstrated capability.
- 5.1. **AWARD.** A written award or acceptance of offer mailed, or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.
- 5.2. **DEBRIEFINGS:** Offerors excluded from the competitive range or otherwise excluded from the competition before award may submit a written request for a debriefing to the Contracting Officer in accordance with FAR 15.505.
- 5.3. After award, unsuccessful offerors may submit a written request for a debriefing to the Contracting Officer in accordance with FAR 15.506. The written request must be on company letterhead and may be emailed directly to the Contracting Officer.

End of Section 00120

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|--|----------|
| 52.204-16 | Commercial and Government Entity Code Reporting | AUG 2020 |
| 52.204-22 | Alternative Line Item Proposal | JAN 2017 |
| 52.207-6 | Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) | OCT 2016 |
| 52.215-1 | Instructions to Offerors--Competitive Acquisition | JAN 2017 |

| | | |
|--------------|--|----------|
| 52.216-27 | Single or Multiple Awards | OCT 1995 |
| 52.222-5 | Construction Wage Rate Requirements--Secondary Site of the MAY 2014 Work | |
| 52.236-28 | Preparation of Proposals--Construction | OCT 1997 |
| 252.204-7008 | Compliance With Safeguarding Covered Defense Information Controls | OCT 2016 |
| 252.204-7019 | Notice of NIST SP 800-171 DoD Assessment Requirements | NOV 2020 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

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

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that--

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record ``Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of Provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm-Fixed Priced (FFP)** contract resulting from this solicitation.

(End of provision)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

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

(End of provision)

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

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

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

| Goals for minority participation for each trade | Goals for female participation for each trade |
|--|--|
| To be included in task order request for proposals | To be included in task order request for proposals |

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Mississippi. City/County will be detailed in each Task Order.

(End of provision)

52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a

determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

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

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

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

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

(c) The amount of the bid guarantee shall be **20%** percent of the bid price or **\$3,000,000**, whichever is less.-
Will apply to project Task Order RFPs greater than \$150,000 and requiring Performance and Payment Bonds.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the

forms by the bidder, the Contracting Officer may terminate the contract for default.-

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

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

MS ARNG USPFO, ATTN: Contracting,
144 Military Drive
Flowood, MS 39232-8861

NGB Office of Chief Counsel
ATTN: NGB Protest Decision Authority
111 South George Mason Drive, Building 2
Arlington, VA 22204-1373

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

(End of provision)

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

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

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

| | | |
|------------|--|--|
| Name: | Lisa Anguizola | David Oglesby |
| Telephone: | 601-313-1663 | |
| Email: | lisa.d.anguizola.civ@mail.mil | david.a.oglesby.civ@mail.mil |

(c) The site visit is a Pre Proposal Conference to be conducted for MATOC questions and the Prototypical Project questions – reference Section 00100 paragraph 5 for details. Conference will not include visitation to the prototype location.

(End of provision)

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

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

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acquisition.gov

(End of provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

NONE

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|---|----------|
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials | NOV 2011 |
| 252.204-7008 | Compliance With Safeguarding Covered Defense Information Controls | OCT 2016 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

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

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

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

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

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

() Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

| FAR Clause | Title | Date | Change |
|------------|-------|-------|--------|
| ----- | ----- | ----- | ----- |

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

(End of provision)

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

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

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

(c) Representations.

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

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION (FEB 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

___ (1) The Offeror certifies that--

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to

Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

____ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless--

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has--

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2020)

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

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

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

(i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

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

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

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

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

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

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

| FAR/DFARS Clause # | Title | Date | Change |
|--------------------|-------|------|--------|
| | | | |

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

(End of provision)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

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

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (DEC 2019)

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

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

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

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

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

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

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

- (1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).
- (2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.
- (3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).
- (4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
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| 52.202-1 | Definitions | JUN 2020 |
| 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 |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements | JAN 2017 |
| 52.204-2 Alt II | Security Requirements (Aug 1996) - Alternate II | APR 1984 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | JUN 2020 |
| 52.204-13 | System for Award Management Maintenance | OCT 2018 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | AUG 2020 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | DEC 2014 |
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems | JUN 2016 |
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. | JUL 2018 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | JUN 2020 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | OCT 2018 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations | NOV 2015 |
| 52.210-1 | Market Research | JUN 2020 |
| 52.211-13 | Time Extensions | SEP 2000 |
| 52.215-2 | Audit and Records--Negotiation | 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 |
| 52.215-12 | Subcontractor Certified Cost or Pricing Data | JUN 2020 |
| 52.215-13 | Subcontractor Certified Cost or Pricing Data--Modifications | JUN 2020 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions | JUL 2005 |
| 52.215-19 | Notification of Ownership Changes | OCT 1997 |
| 52.215-21 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications | JUN 2020 |
| 52.219-6 | Notice Of Total Small Business Set-Aside | NOV 2020 |
| 52.219-6 (Dev) | Notice of Total Small Business Set-Aside (DEVIATION 2020-O0008). | OCT 2020 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 2018 |

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| 52.219-13 | Notice of Set-Aside of Orders | MAR 2020 |
| 52.219-14 (Dev) | Limitations on Subcontracting (DEVIATION 2020-O0008) | MAR 2020 |
| 52.219-27 (Dev) | Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (DEVIATION 2020-O0008). | MAR 2020 |
| 52.219-28 | Post-Award Small Business Program Rerepresentation | NOV 2020 |
| 52.219-30 (Dev) | Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEVIATION 2020-O0008). | MAR 2020 |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-4 | Contract Work Hours and Safety Standards - Overtime Compensation | MAY 2018 |
| 52.222-6 | Construction Wage Rate Requirements | AUG 2018 |
| 52.222-7 | Withholding of Funds | MAY 2014 |
| 52.222-8 | Payrolls and Basic Records | AUG 2018 |
| 52.222-9 | Apprentices and Trainees | JUL 2005 |
| 52.222-10 | Compliance with Copeland Act Requirements | FEB 1988 |
| 52.222-11 | Subcontracts (Labor Standards) | MAY 2014 |
| 52.222-12 | Contract Termination-Debarment | MAY 2014 |
| 52.222-13 | Compliance With Construction Wage Rate Requirements and Related Regulations | MAY 2014 |
| 52.222-14 | Disputes Concerning Labor Standards | FEB 1988 |
| 52.222-15 | Certification of Eligibility | MAY 2014 |
| 52.222-21 | Prohibition Of Segregated Facilities | APR 2015 |
| 52.222-26 | Equal Opportunity | SEP 2016 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | APR 2015 |
| 52.222-37 | Employment Reports on Veterans | JUN 2020 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | DEC 2010 |
| 52.222-50 | Combating Trafficking in Persons | OCT 2020 |
| 52.222-54 | Employment Eligibility Verification | OCT 2015 |
| 52.222-55 | Minimum Wages Under Executive Order 13658 | NOV 2020 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706 | JAN 2017 |
| 52.223-2 | Affirmative Procurement of Biobased Products Under Service and Construction Contracts | SEP 2013 |
| 52.223-3 | Hazardous Material Identification And Material Safety Data | FEB 2021 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | MAY 2011 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-10 | Waste Reduction Program | MAY 2011 |
| 52.223-12 | Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. | JUN 2016 |
| 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 |
| 52.223-20 | Aerosols | JUN 2016 |
| 52.223-21 | Foams | JUN 2016 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | FEB 2021 |
| 52.227-1 | Authorization and Consent | JUN 2020 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | JUN 2020 |
| 52.227-4 | Patent Indemnity-Construction Contracts | DEC 2007 |
| 52.228-2 | Additional Bond Security | OCT 1997 |

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| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.228-11 (Dev) | Individual Surety--Pledge of Assets (DEVIATION 2020-00016) | FEB 2021 |
| 52.228-12 | Prospective Subcontractor Requests for Bonds | MAY 2014 |
| 52.229-3 | Federal, State And Local Taxes | FEB 2013 |
| 52.232-5 | Payments under Fixed-Price Construction Contracts | MAY 2014 |
| 52.232-17 | Interest | MAY 2014 |
| 52.232-23 Alt I | Assignment of Claims (May 2014) - Alternate I | APR 1984 |
| 52.232-27 | Prompt Payment for Construction Contracts | JAN 2017 |
| 52.232-33 | Payment by Electronic Funds Transfer--System for Award Management | OCT 2018 |
| 52.232-37 | Multiple Payment Arrangements | MAY 1999 |
| 52.232-38 | Submission of Electronic Funds Transfer Information with Offer | JUL 2013 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 2013 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | DEC 2013 |
| 52.233-1 Alt I | Disputes (May 2014) - Alternate I | DEC 1991 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.236-1 | Performance of Work by the Contractor | APR 1984 |
| 52.236-2 | Differing Site Conditions | APR 1984 |
| 52.236-3 | Site Investigation and Conditions Affecting the Work | APR 1984 |
| 52.236-5 | Material and Workmanship | APR 1984 |
| 52.236-6 | Superintendence by the Contractor | APR 1984 |
| 52.236-7 | Permits and Responsibilities | NOV 1991 |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | APR 1984 |
| 52.236-10 | Operations and Storage Areas | APR 1984 |
| 52.236-11 | Use and Possession Prior to Completion | APR 1984 |
| 52.236-12 | Cleaning Up | APR 1984 |
| 52.236-13 | Accident Prevention | NOV 1991 |
| 52.236-14 | Availability and Use of Utility Services | APR 1984 |
| 52.236-15 | Schedules for Construction Contracts | APR 1984 |
| 52.236-17 | Layout of Work | APR 1984 |
| 52.236-21 Alt I | Specifications and Drawings for Construction (Feb 1997) - Alternate I | APR 1984 |
| 52.236-26 | Preconstruction Conference | FEB 1995 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.242-14 | Suspension of Work | APR 1984 |
| 52.243-4 | Changes | JUN 2007 |
| 52.244-6 | Subcontracts for Commercial Items | NOV 2020 |
| 52.245-1 | Government Property | JAN 2017 |
| 52.245-9 | Use And Charges | APR 2012 |
| 52.246-12 | Inspection of Construction | AUG 1996 |
| 52.246-13 | Inspection--Dismantling, Demolition, or Removal of Improvements | AUG 1996 |
| 52.246-21 Alt I | Warranty of Construction (Mar 1994) - Alternate I | APR 1984 |
| 52.248-3 | Value Engineering--Construction | OCT 2020 |
| 52.249-2 Alt I | Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I | SEP 1996 |
| 52.249-10 | Default (Fixed-Price Construction) | APR 1984 |
| 52.251-1 | Government Supply Sources | APR 2012 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |

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| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | DEC 2008 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |
| 252.203-7003 | Agency Office of the Inspector General | AUG 2019 |
| 252.204-7000 | Disclosure Of Information | OCT 2016 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7006 | Billing Instructions | OCT 2005 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting | DEC 2019 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | MAY 2016 |
| 252.204-7020 | NIST SP 800-171 DoD Assessment Requirements | NOV 2020 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | DEC 1991 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism | MAY 2019 |
| 252.211-7008 | Use of Government-Assigned Serial Numbers | SEP 2010 |
| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements | DEC 2010 |
| 252.223-7001 | Hazard Warning Labels | DEC 1991 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.223-7006 | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials | SEP 2014 |
| 252.223-7008 | Prohibition of Hexavalent Chromium | JUN 2013 |
| 252.225-7012 | Preference For Certain Domestic Commodities | DEC 2017 |
| 252.225-7016 | Restriction On Acquisition Of Ball and Roller Bearings | JUN 2011 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | APR 2019 |
| 252.227-7022 | Government Rights (Unlimited) | MAR 1979 |
| 252.227-7023 | Drawings and Other Data to become Property of Government | MAR 1979 |
| 252.227-7033 | Rights in Shop Drawings | APR 1966 |
| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | DEC 2018 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.236-7000 | Modification Proposals-Price Breakdown | DEC 1991 |
| 252.236-7005 | Airfield Safety Precautions | DEC 1991 |
| 252.236-7013 | Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers | JUN 2013 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | DEC 2012 |
| 252.244-7000 | Subcontracts for Commercial Items | JAN 2021 |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property | APR 2012 |
| 252.245-7002 | Reporting Loss of Government Property | JAN 2021 |
| 252.245-7003 | Contractor Property Management System Administration | APR 2012 |
| 252.245-7004 | Reporting, Reutilization, and Disposal | DEC 2017 |
| 252.246-7006 | Warranty Tracking of Serialized Items | MAR 2016 |
| 252.246-7008 | Sources of Electronic Parts | MAY 2018 |
| 252.247-7023 | Transportation of Supplies by Sea | FEB 2019 |
| 252.251-7000 | Ordering From Government Supply Sources | AUG 2012 |

CLAUSES INCORPORATED BY FULL TEXT

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)

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

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require-

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

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

(b) Code of business ethics and conduct. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the National Guard Bureau Office – Compliance and Oversight Division and shall not be binding until so approved.

(End of clause)

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

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

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

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

Covered telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

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

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

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

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

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

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

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

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

(d) Reporting requirement.

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

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

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

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

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

(End of clause)

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the 41 U.S.C. 8504. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contract for central nonprofit agencies are:

(1) National Industries for the Blind, 1310 Braddock Place, Alexandria, VA 22314-1691, (703) 310-0500; and

(2) NISH, 8401 Old Courthouse Road, Vienna, VA 22182, (571) 226-4660.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting

Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

(1) National Industries for the Blind, 1310 Braddock Place, Alexandria, VA 22314-1691,(703) 310-0500; and

(2) NISH, 8401 Old Courthouse Road, Vienna, VA 22182, (571) 226-4660.

(End of clause)

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

The Contractor shall be required to (a) commence work under this contract within no less than ten (10) calendar days or more should the Contracting Officer deem in the best interest of the project and the Government, 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 (TO BE DETERMINED PER INDIVIDUAL TASK ORDERS). 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 \$_____ (TO BE DETERMINED PER INDIVIDUAL TASK ORDER) 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)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

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

facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the amount of the adjustment shall be--

(1) For contracts and subcontracts that are subject to full coverage under the Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99), the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12); and

(2) For contracts and subcontracts that are not subject to full coverage under the CAS, the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which certified cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which certified cost or pricing data were submitted or that are subject to FAR Subpart 31.2.

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

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of **\$5,000,000**;
- (2) Any order for a combination of items in excess of **\$5,000,000**; or
- (3) A series of cumulative orders totaling more than **\$40,000,000.00**

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 business days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another

source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after final date of completion for task orders ordered within the contract period.

(End of clause)

52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEPT 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

The current Ombudsman is Mr. Robert Grasso. The Ombudsman can be reached by email at ng.ncr.ngb-arng.mbx.ngb-task-order-ombudsman@mail.mil or phone at (703) 601-4380. Or by mail at:

NGB Ombudsman, NGB-AQ,
111 S. George Mason Drive, Station 2,
Arlington, VA 22204.

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

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

(End of clause)

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within (TO BE DETERMINED PER INDIVIDUAL TASK ORDER WHEN APPLICABLE). Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

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

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

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance.

Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Applicable to Task Orders for demolition work only where the Service Contract Act is applied

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to MS ARNG USPFO-Contracting Office
Attn Contracting Officer
144 Military Drive
Flowood, MS 39232-8861

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL
HYDROFLUOROCARBONS (JUN 2016)

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

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

Hydrofluorocarbons means compounds that only contain hydrogen, fluorine, and carbon.

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform;
or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable)
* _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall--

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by--

(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after--

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at <http://www.epa.gov/snap/>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap/>.

(End of clause)

52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (FEB 2021)

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

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 Federal Acquisition Regulation (FAR) 2.101);

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

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

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

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

Construction material means an article, material, or supply brought to the construction site by the Contractor or a 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.

Domestic construction material means--

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 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. Components of unknown origin are treated as foreign; or

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

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

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

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

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

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

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

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

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

TO BE DETERMINED PER INDIVIDUAL TASK ORDER

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) 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 requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 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 Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) 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)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

| Construction material description | Unit of measure | Quantity | Price (dollars) *\ |
|-----------------------------------|-----------------|----------|---------------------|
|-----------------------------------|-----------------|----------|---------------------|

Item 1:

| | | | | | | | | | | | |
|-----------------------------------|-------|-----|-------|-------|-------|-----|-------|-------|-------|-----|-------|
| Foreign construction material.... | ..... | ___ | ..... | ..... | ..... | ___ | ..... | ..... | ..... | ___ | ..... |
| Domestic construction material... | ..... | ___ | ..... | ..... | ..... | ___ | ..... | ..... | ..... | ___ | ..... |

Item 2:

| | | | | | | | | | | | |
|-----------------------------------|-------|-----|-------|-------|-------|-----|-------|-------|-------|-----|-------|
| Foreign construction material.... | ..... | ___ | ..... | ..... | ..... | ___ | ..... | ..... | ..... | ___ | ..... |
| Domestic construction material... | ..... | ___ | ..... | ..... | ..... | ___ | ..... | ..... | ..... | ___ | ..... |

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

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

[Include other applicable supporting information.]

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020) (DEVIATION 2020-00016)

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

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

(b) *Amount of required bonds.* Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

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

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

(3) *Additional bond protection.*

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

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

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

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the U.S. Department of the Treasury, Financial

Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

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

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by (TO BE DETERMINED PER INDIVIDUAL TASK ORDER)

(b) Weather conditions (TO BE DETERMINED PER INDIVIDUAL TASK ORDER)

(c) Transportation facilities (TO BE DETERMINED PER INDIVIDUAL TASK ORDER)

(d) (TO BE DETERMINED PER INDIVIDUAL TASK ORDER)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://acquisition.gov/>

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

N/A

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

252.203-7004 DISPLAY OF HOTLINE POSTERS (AUG 2019)

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

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

(b) Display of hotline poster(s).

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

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

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

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

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

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

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

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

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

(End of clause)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

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

Covered defense telecommunications equipment or services means--

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

Covered foreign country means--

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

Covered missions means--

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

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

(d) Reporting.

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

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

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

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

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

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

| Contract line, subline, or exhibit line item No. | Item description |
|--|------------------|
| N/A – Construction Services | |

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

| Contract line, subline, or exhibit line item No. | Item description |
|---|------------------|
| N/A – Construction Services | |

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

(a) Definitions. As used in this clause—

“Commercial and Government entity (CAGE) code” means—

(i) A code assigned by the Defense Logistics Agency Logistics Information Service to identify a commercial or Government entity; or

(ii) A code assigned by a member of the North Atlantic Treaty Organization that the Defense Logistics Agency Logistics Information Service records and maintains in the CAGE master file. The type of code is known as an “NCAGE code.”

“Contractor-acquired property” has the meaning given in FAR clause 52.245-1. Upon acceptance by the Government, contractor-acquired property becomes Government-furnished property.

“Government-furnished property” has the meaning given in FAR clause 52.245-1.

“Item unique identification (IUID)” means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

“IUID Registry” means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property. The IUID Registry is—

(i) The authoritative source of Government unit acquisition cost for items with unique item identification (see DFARS 252.211-7003) that were acquired after January 1, 2004;

(ii) The master data source for Government-furnished property; and

(iii) An authoritative source for establishing the acquisition cost of end-item equipment.

“National stock number (NSN)” means a 13-digit stock number used to identify items of supply. It consists of a four-digit Federal Supply Code and a nine-digit National Item Identification Number.

“Nomenclature” means—

(i) The combination of a Government-assigned type designation and an approved item name;

(ii) Names assigned to kinds and groups of products; or

(iii) Formal designations assigned to products by customer or supplier (such as model number or model type, design differentiation, or specific design series or configuration).

“Part or identifying number (PIN)” means the identifier assigned by the original design activity, or by the controlling nationally recognized standard, that uniquely identifies (relative to that design activity) a specific item.

“Reparable” means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

“Serially managed item” means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

“Supply condition code” means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel (see <http://www2.dla.mil/j-6/dlmsso/elibrary/manuals/dlm/dlm--pubs.asp>).

“Unique item identifier (UII)” means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

“Unit acquisition cost” has the meaning given in FAR clause 52.245-1.

(b) Reporting Government-furnished property to the IUID Registry. Except as provided in paragraph (c) of this clause, the Contractor shall report, in accordance with paragraph (f), Government-furnished property to the IUID Registry as follows:--

(1) Up to and including December 31, 2013, report serially managed Government-furnished property with a unit-acquisition cost of \$5,000 or greater.

(2) Beginning January 1, 2014, report—

(i) All serially managed Government-furnished property, regardless of unit-acquisition cost; and

(ii) Contractor receipt of non-serially managed items. Unless tracked as an individual item, the Contractor shall report non-serially managed items to the Registry in the same unit of packaging, e.g., original manufacturer's package, box, or container, as it was received.

(c) Exceptions. Paragraph (b) of this clause does not apply to—

(1) Contractor-acquired property;

(2) Property under any statutory leasing authority;

(3) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;

(4) Intellectual property or software;

(5) Real property; or

(6) Property released for work in process.

(d) Data for reporting to the IUID Registry. To permit reporting of Government-furnished property to the IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii)(A)(1) through (3), (5), (7), (8), and (10) of the Government Property clause of this contract (FAR 52.245-1):

(1) Received/Sent (shipped) date.

(2) Status code.

(3) Accountable Government contract number.

- (4) Commercial and Government Entity (CAGE) code on the accountable Government contract.
- (5) Mark record.
- (i) Bagged or tagged code (for items too small to individually tag or mark).
 - (ii) Contents (the type of information recorded on the item, e.g., item internal control number).
 - (iii) Effective date (date the mark is applied).
 - (iv) Added or removed code/flag.
 - (v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).
 - (vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.
 - (vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.
 - (viii) Value, e.g., actual text or data string that is recorded in its human-readable form.
 - (ix) Set (used to group marks when multiple sets exist).
- (6) Appropriate supply condition code, required only for reporting of reparable, per Appendix 2 of DoD 4000.25-2-M, Military Standard Transaction Reporting and Accounting Procedures manual (<http://www2.dla.mil/j-6/dlmsolibrary/manuals/dlm/dlm--pubs.asp>).
- (e) When Government-furnished property is in the possession of subcontractors, Contractors shall ensure that reporting is accomplished using the data elements required in paragraph (d) of this clause.
- (f) Procedures for reporting of Government-furnished property. Except as provided in paragraph (c) of this clause, the Contractor shall establish and report to the IUID Registry the information required by FAR clause 52.245-1, paragraphs (e) and (f)(1)(iii), in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/iuid/data_submission_information.html.
- (g) Procedures for updating the IUID Registry.
- (1) Except as provided in paragraph (g)(2), the Contractor shall update the IUID Registry at <https://iuid.logisticsinformationservice.dla.mil/> for changes in status, mark, custody, condition code (for reparable only), or disposition of items that are—
- (i) Received by the Contractor;
 - (ii) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;
 - (iii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;
 - (iv) Disposed of; or
 - (v) Transferred to a follow-on or other contract.

(2) The Contractor need not report to the IUID Registry those transactions reported or to be reported to the following DCMA etools:

(i) Plant Clearance Automated Reutilization and Screening System (PCARSS); or

(ii) Lost, Theft, Damaged or Destroyed (LTDD) system.

(3) The contractor shall update the IUID Registry as transactions occur or as otherwise stated in the Contractor's property management procedure.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

TO BE DETERMINED PER INDIVIDUAL TASK ORDER
Invoice 2-1 for MS Air National Guard
Construction for MS Army National Guard

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

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

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

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

NOT APPLICABLE

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

Routing Data Table*

| <i>Field Name in WAWF</i> | <i>Data to be entered in WAWF</i> |
|---------------------------|--------------------------------------|
| Pay Official DoDAAC | Code to be Identified per Task Order |
| Issue By DoDAAC | Code to be Identified per Task Order |
| Admin DoDAAC** | Code to be Identified per Task Order |
| Inspect By DoDAAC | Code to be Identified per Task Order |
| Ship To Code | N/A |
| Ship From Code | N/A |
| Mark For Code | N/A |
| Service Approver (DoDAAC) | N/A |
| Service Acceptor (DoDAAC) | Code to be Identified per Task Order |
| Accept at Other DoDAAC | N/A |
| LPO DoDAAC | N/A |

| | |
|---------------------|-----|
| DCAA Auditor DoDAAC | N/A |
| Other DoDAAC(s) | N/A |

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

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

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

(g) WAWF point of contact.

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

TO BE IDENTIFIED PER INDIVIDUAL TASK ORDER

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

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

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

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

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

| <u>Title</u> | <u>File</u> | <u>Drawing No.</u> |
|--|-------------|--------------------|
| TO BE DETERMINED PER INDIVIDUAL TASK ORDER | | |

(End of clause)

Section 00800 - Special Contract Requirements

SECTION 01000**SPECIAL MATOC CONTRACT REQUIREMENTS****1. PURPOSE AND SCOPE:**

The purpose of this Multiple-Award Task Order Contract (MATOC) is to provide construction services for a broad range of military renovation and construction projects, primarily in support of National Guard Facilities in Mississippi. Orders will primarily include Construction, Repair and Maintenance projects but may also include Military Construction (MILCON) projects involving a variety of trades. Work performed under these contracts will include but not limited to the following general project categories: Construction, repair and alteration of various facilities; Construction, repairs and alteration of Electrical Systems (ES); Construction, repair and alteration of Mechanical Systems (e.g. HVAC systems, and controls).

- 1.1. Upon award of the basic contract the contractor will be issued an initial task order for \$2,000. The \$2,000 will be deobligated upon the award of a subsequent task order.
- 1.2. As requirements develop, Requests for Proposals (RFP) for Task Orders will be issued on a competitive or single source basis, at the Government's discretion. Task Orders will vary in size from \$2,000 to \$5,000,000 and will be awarded and issued by the individual task orders awarded and administered by duly appointed federal contracting officers.
- 1.3. Government reserves the right to issue additional solicitations and award additional contracts within the activities covered by this contract. In this event, new MATOC contractors, in accordance with the terms of their contracts, may compete for Task Orders with the Contractors selected under this solicitation.
- 1.4. Changes to Individual Contractors' Area of Consideration - In the event a MATOC contract holder desires to add additional locations to their Areas of Consideration that were not requested in their original proposal, they may submit a request to the Procuring Contracting Officer (PCO) for the basic contract. The PCO may ask for any documentation they feel necessary to verify the contractor's ability to perform in the addition location(s). This may be done at any time during the contract period. The granting of the additional location(s) is at the sole discretion of the PCO.

2. PERIOD OF SERVICE

- 2.1. Basic Ordering Period: Each contract will include a five (5) year ordering period; not-to exceed (NTE) a total contract performance period of five years.
- 2.2. Maximum value of all projects awarded under the MATOC program (amongst all contracts) will be limited to \$40 million, which includes the entire five year ordering period.

3. TASK ORDER LIMITATIONS (Reference FAR 52.216-19)

- 3.1. Minimum Order. When the Government requires services covered by this contract in an amount less than \$2,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those services under the contract in accordance with FAR 52.216-19. The minimum guaranteed task order amount for the entire contract period is \$2,000 per IDIQ contract awarded and will be issued at time of the basic contract award.
- 3.2. Maximum Order. The maximum Task Order limitation is \$5 million, excluding subsequent in scope modifications. The Government may combine several projects, as indicated by separate Statements of Work and individual line items, in one Task Order, as required. In accordance with FAR 52.216-19, the Contractor is not obligated to honor
 - Any order for a single Task Order less than \$2,000.

- Any order for a single Task Order in excess of \$5 million
- A series of orders totaling more than \$40 million.

4. ORDERING PROCEDURES FOR COMPETITIVE TASK ORDERS

- 4.1. When the Government requires work under the MATOC, a notice will be issued, as appropriate, normally in the form of a letter “NOTICE OF PROPOSED TASK ORDER PROPOSAL” or similar. Projects will be of varying size and complexity. The request will include information such as a, statement of work, guide specifications, drawings, attachments, and any other requirements for submission (e.g. proposal requirements, price schedule, etc.).
- 4.2. The basis of award will be a conforming offer, the price or cost of which may or may not be the lowest. Past performance on work completed under these contracts, or work completed for the National Guard may be considered. In some instances a technical proposal will be required. The basis for award of each task order will be stated in the Task Order Notice.
- 4.3. When necessary, option line items will be included in the Task Order Notice. The task order proposal/quote process is not an Invitation for Bid (IFB). Therefore, additive bid items (ABI) are not applicable to this process. However, work defined in the options of the Task Order Notice is normally similar to ABIs common in the IFB process.
- 4.4. Response to “NOTICE OF PROPOSED TASK ORDER PROPOSAL”
 - 4.4.1. Upon receipt of the notification from the Contracting Officer, the MATOC contractors should respond by attending the project on-site conference. The project on-site conference may be scheduled as early as two days from issuance of the “NOTICE OF PROPOSED TASK ORDER”, or 120 minutes under emergency conditions.
 - 4.4.2. Notification will normally be by email. MATOC contractors shall keep an up-to-date email address on file with the Contracting Officer at all times. Backup addresses are encouraged. Upon notification, the contractor shall acknowledge receipt of the offering by return email. **A Contracting Officer may make only one attempt to email a request for proposal to a MATOC contractor. No other means of notification will normally be used. The Government will not be responsible for lack of notification(s) for contractors who fail to maintain current email addresses, or acknowledge offerings.**
- 4.5. Task Order Competition

A wide variety of projects, determined by the contracting officer to be within the scope of this contract, will be offered to MATOC contractors for the purpose of providing a price or best value proposal. Individual Task Order awards on those projects will be based on competitive proposals received exclusively from MATOC contractors.

 - 4.5.1. To satisfy the contracting agency’s Small Business Administration contracting goals/targets, the Contracting Officer may consider such factors as achievement of Section 8(a), Service Disabled Veteran Owned Business, Economically Disadvantaged Small Woman Owned Small Business Concerns, Small Woman Owned Small Business Concerns and HUB Zone goals/targets. Individual projects may be further set-aside for participation exclusively by all awardees in the specified socio-economic group. The Government also reserves the right to set-aside task orders for other authorized socio-economic programs approved for use during the existence of this MATOC and implemented by the FAR or DFARS.
 - 4.5.2. All eligible MATOC contractors, unless a task order is set-aside for a socio-economic group, within their awarded Areas of Consideration, will be provided a fair opportunity to compete for each project offered under this contract unless the following (FAR 16.505(b) (2)) exceptions apply:

- 4.5.2.1. The agency's need for the services or supplies is of such urgency that providing such opportunity to all such contractors would result in unacceptable delays;
 - 4.5.2.2. Only one such contractor is capable of providing the services or supplies at the level of quality required because the services or supplies ordered are unique or highly specialized;
 - 4.5.2.3. The task order should be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity pursuant to the procedures in this clause to be considered for the original order; or
 - 4.5.2.4. It is necessary to place an order to satisfy a minimum guarantee.
 - 4.5.2.5. The Contracting Officer may consider such factors that the Contracting Officer, in the exercise of sound business judgment, believes are relevant to the placement of orders.
 - 4.5.2.6. Timely performance by a MATOC contractor is very important. **Failure to prosecute the work diligently on a currently awarded task order will be cause for the Contracting Officer to exclude a contractor from the competitive fair-opportunity pool for future task orders.** When the contractor's delinquency has been cured, it will be considered for competition in future task orders
- 4.6. Response to "NOTICE OF PROPOSED TASK ORDER"
- 4.6.1. MATOC contractors are expected to submit an offer on all projects offered. In the event a contractor is unable to submit an offer in response to a "NOTICE OF PROPOSED TASK ORDER", hereafter referred to as a Task Order Notice, the Contractor shall notify the Contracting Officer electronically via e-mail.
 - 4.6.2. In the event a contractor fails to submit an offer on a reasonable number of Task Order Notices, as determined by the contracting officer, the contracting officer will notify the contractor when their offer record indicates an unacceptable number of offerings. In the event the contractor fails to correct this situation, the Government reserves the right to off-ramp the contractor without further obligation (see Off-Ramping, para. 12).
 - 4.6.3. The Contractor will not be reimbursed for proposal preparation, attendance during negotiations, site visits, walk-through or other pre-Task Order costs.
- 4.7. Site Visits
- Offeror's attendance at walk-through (site visits) is considered vital to preparation of competitive and cost-effective offers, and to understanding the total results desired by the Government. Failure to attend a walk-through may not be used as an excuse for omission or miscalculation in offers.
- 4.8. Offer Contents
- 4.8.1. The basis of award of each task order will be stated in the Task Order Notice. Depending upon the requirements of each Task Order, the Contractor will typically provide a price offer in response to a Task Order Notice. Contractors shall respond within the number of calendar days stated in the Task Order Notice by submitting an offer to the Contracting Officer in accordance with requirements stated in the Notice.
 - 4.8.2. Proposal Pricing Schedules. The Government's payment for the items listed in the Pricing Schedules of individual Task Orders will constitute full compensation to the Contractor for-- (1) Furnishing all plant, labor, equipment, services, appliances, and materials; and (2) Performing all operations required to complete the work in conformity with the drawings and specifications. The contractor

shall include in the prices for the items listed in the Pricing Schedule all costs for work in the specifications, whether or not specifically listed in the Pricing Schedule.

4.8.3. Deviations and Alternate Proposals. Offerors shall specifically identify all deviations from the minimum Task Order Notice requirements in a cover letter in a section entitled "Alternate Proposal" or "Deviations." This requirement applies for all proposal revisions and Final Proposal Revisions. Proposed alternates/deviations shall specifically address in detail the alternate and rationale for proposing. Alternate solutions and deviations shall include separate pricing information. **If an alternate/deviation is proposed, the work as specified in the solicitation must also be priced.**

4.8.4. The non-cost factors and price factors will vary depending on the unique requirements for each Task Order. In addition to price, the Task Order Notice may indicate in the offering other factors (Past Performance and/or Technical considerations) that will be considered in the evaluation offer

4.8.5. Past Performance, within a five (5) year period, on previously awarded Task Orders under the MATOC or work on any awards completed for the National Guard may be considered as well as relevant performance evaluations at any location accessible in Government Performance databases. Past performance will be evaluated in terms of quality, timeliness, management effectiveness or other factors that the Contracting Officer determines to be relevant to award on a particular Task Order. Technical factors will also be considered.

4.9. Task Order Evaluation Method and Procedures

4.9.1. The Government intends to select the most advantageous, responsive, and responsible proposal, price and other factors considered. Each Task Order Notice will describe the criteria to be utilized in evaluating Task Order proposals. Discrepancies in the Evaluation of Offers Submitted in Response to Task Order Notices for Individual Task Orders.

4.9.2. Discrepancies in the Evaluation of Offers Submitted in Response to Task Order Notices for Individual Task Orders

4.9.2.1. For the purpose of initial evaluations of offers proposed for individual Task Orders, the following will be utilized in resolving arithmetic discrepancies found on the face of pricing schedule as submitted by the Offeror: (1) Obviously misplaced decimal points will be corrected; (2) Discrepancy between unit price and extended price, the unit price will govern; (3) Apparent errors in extension of unit prices will be corrected; (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

4.9.2.2. For purposes of price evaluation, the Government will proceed on the assumption that the Offeror intends the proposed price to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above.

4.9.2.3. These correction procedures shall not be used to resolve any ambiguity concerning price.

4.9.3. Evaluation of Option Reference (FAR 52.217-5). When option line items are included in the Task Order Notice, the Government will evaluate offers for the purpose of awarding Task Orders by adding the total price for all options to the total price for the basic requirement, unless specifically stated otherwise in the Task Order Offering. Evaluation of options will not obligate the Government to exercise the option(s).

4.9.4. The right is also reserved to reject any and all offers

4.10. Award Decision

4.10.1. Whenever possible, award will be made without discussions.

- 4.10.2. If discussions are required, each MATOC contractor will be requested to provide a final proposal revision, unless eliminated from discussions through the establishment of a competitive range.
- 4.10.3. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Task Order award will be made based on the best value to the Government in accordance with the criteria described in the Task Order Notice.
- 4.10.4. The award will be a firm fixed-priced Task Order with a specific completion date or performance period. When Options are included in the Schedule, and the option(s) is not exercised at time of award, the Task Order will specify the number of days after notice to proceed for exercising the Options. The Government will take into consideration the Task Order Period of Performance when specifying the number of days to exercise the Option. Options when exercised shall not extend the original performance period of the Task Order.

4.11. Task Order Issuance

- 4.11.1. Task Orders will be issued on DD Form 1155. Orders may be placed via mail, telephone, facsimile or electronic means. If mailed, a Task Order is considered "issued" when the Government deposits the order in the mail or sends via facsimile or electronic mail. An oral order will be followed with a written document. The appropriate issuing, administration, and payment offices will be cited on each Task Order.
- 4.11.2. Plans and Specifications. The Contractor will be provided either an electronic copy of the Statement of Work upon issue of each Task Order. All further reproduction shall be at the Contractor's expense. The Government may provide these as hard copy or as electronic media, such as web postings, e-mail or CD ROM, at its option.
- 4.11.3. Notice to Proceed (NTP) will be issued separately after receipt of acceptable performance and payment bonds.
- 4.11.4. All terms and conditions of the basic award contract, including clauses, are incorporated by reference into each task order unless specifically excluded in writing.

5. ORDERING PROCEDURES FOR SOLE SOURCE ORDERS AND MODIFICATIONS

In the event it becomes necessary to negotiate with one firm on a sole-source basis the following procedures will be used:

- 5.1. Circumstances Permitting Sole Source Orders. All MATOC Contractors will be given a fair opportunity to submit a proposal on projects unless the Contracting Officer determines:
 - 5.1.1. An urgent need exists and seeking competition would result in unacceptable delay
 - 5.1.2. Only one Contractor is capable at the level of quality required because the requirement is unique or highly specialized
 - 5.1.3. A sole source is in the interest of economy and efficiency as a logical follow-on to an order already competed.
- 5.2. Procedures for 100% Designed Projects (Sole Source). A Task Order Notice will be issued requiring a detailed cost proposal, in addition to other proposal submission requirements. Task Order negotiations will normally be conducted.

- 5.3. Requirement for Cost and Pricing Data (10 U.S.C. 2306a and 41 U.S.C 254b) (Sole Source Task Orders and modifications.
 - 5.3.1. Unless an exception applies, or a waiver has been granted cost or pricing data is required at the threshold contained in FAR 15.403-4 (currently \$2,000,000). When required the contractor shall submit to the contracting officer the following in support of any proposal:
 - 5.3.2. Cost or pricing data in the format designated by the Contracting Officer
 - 5.3.3. Require any subcontractor or prospective subcontractor to submit to the prime contractor or appropriate subcontractor tier cost or pricing data in the format designated by the Contracting Officer.
 - 5.3.4. A certificate of current cost or pricing data, in the format specified in FAR 15.406-2 certifying that to the best of its knowledge and belief, the cost or pricing data were accurate, complete, and current as of the date of agreement on price or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.
 - 5.3.5. The award will be a firm fixed-priced Task Order with a specific completion date or performance period. When Option items are included in the Task Order Price Schedule, and the options(s) is not exercised at time of award, the Task Order will specify the number of days after notice to proceed for exercising the Options. The Government will take into consideration the Task Order Period of Performance when specifying the number of days to exercise the Option. Options when exercised shall not normally extend the original performance period of the Task Order.
 - 5.3.6. Subcontractor Proposals. The contractor to the maximum extent possible shall submit competitive subcontractor proposals. In the event the contractor is limited to one proposal the government will evaluate costs using an independent government estimate, R.S. Means, and or Local Market Conditions. Please note that any subcontractor proposals that exceed \$2 million are subject to Certified Cost and Pricing.
 - 5.3.7. Profit. (Applicable to all sole source action above \$150,000.00.) Profit will be negotiated based on the Alternate Structured Approach as defined by the DFARS 215.404-4.
- 5.4. The following procedures will be used as the alternate structured approach for construction profit: A fair and reasonable profit shall be negotiated/determined. The following procedures shall be used as a guide:

| CONST FACTOR | WEIGHT | RATE | VALUE |
|-----------------------------|--------|------|-------|
| Degree of Risk | 20 | | |
| Relative Difficulty of Work | 15 | | |
| Size of Job | 15 | | |
| Period of Performance | 15 | | |
| Contractor's Investment | 5 | | |
| Assistance by Government | 5 | | |
| Subcontracting | 25 | | |
| TOTAL | 100% | | |

- 5.4.1. Each Factor shall be weighted as indicated below based on the circumstances of the procurement. "Value" is obtained by multiplying the "WEIGHT" by the "RATE"; i.e., WEIGHT X RATE = VALUE. The Value column, when totaled, will indicate the fair and reasonable profit percentage that should be used for the procurement.

5.4.2. Construction projects will normally be weighted from .03 to .12. The Contracting Officer shall address the conditions in writing that justify assigning a WEIGHT other than the recommended WEIGHTS shown below.

5.4.2.1. Degree of Risk: When the work involves no risk or the degree of risk is very small, the "Weight" should be .03; as the degree of risk increases, the "Weight" should be increased up to a maximum of .12. Note that Lump Sum construction work should generally have a higher weight than Unit Priced items. Other things to consider when assigning a weight are the nature of the work to be accomplished, where it will be done, the conditions it will be accomplished under, etc. In addition to the above items, consider the portion of work to be accomplished by subcontractors.

5.4.2.2. Relative Difficulty of Work: If the work is very difficult and complex, the "Weight" should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor, to some extent, is closely associated with the Degree of Risk factor. Other things to consider when assigning a weight are nature of the work, who is accomplishing (i.e., subcontractors, consultants, etc), time schedule, etc.

5.4.2.3. Size of Job. Work not in excess of \$100,000 shall be weighted at .12. Work estimated to be between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05. Work between \$5,000,000 to \$10,000,000 shall be weighted at .04. Work in excess of \$10,000,000 shall be weighted at .03

5.4.2.4. Period of Performance: Projects in excess of 24 Months (180 days actual design time) should be weighted at .12. Projects of a lesser duration will be proportionately weighted down with .03 being the minimum; i.e., jobs not exceeding 30 Days. No weight will be assigned for changes where additional time is not required.

5.4.2.5. Contractor's Investment: This Factor should be weighted from .03 to .12 based on the capital investment the contractor has tied up in the project. An above average investment would be given a higher weight while a below average investment would rate a low weight. On construction contracts, take into account the amount of Government-Furnished Property being provided.

5.4.2.6. Assistance by the Government: This Factor should be weighted from .03 to .12 based upon the assistance furnished the contractor by the Government. A high level of assistance would be given a low weight while little or no assistance would be given a higher rate. On construction projects, consider the amount of Government owned property and equipment the contractor will be able to make use of and if there will be any costs to the government for providing.

5.4.2.7. Subcontracting: This Factor will be weighted inversely (proportional) to the amount of subcontracting on the project. When 80% or more of the work is to be subcontracted, a weight of .03 will be used. The weighting should be proportionately increased to .12 as the amount of work performed by the contractor's own work force increases.

6. ORDERING (REFERENCE FAR 52.216-18)

6.1. Any services to be furnished under this contract will be ordered by issuance of Task Orders by the individuals or activities designated in this contract. Any Federal Contracting Officer, at the locations specified in the solicitation, or others as approved in writing by the issuing office Contracting Officer, is authorized to issue orders under the MATOC contracts within the individual's warrant levels. A copy of each task order (DD Form 1155 only), and modification (SF 30 only with funding information) issued by agencies outside the issuing office shall be provided to the issuing contracting office at time of execution.

- 6.2. Task orders may be issued from date of contract award until the last day of the ordering period. The total term of the contract may not exceed five years. However, task orders issued during the contract period may be completed in accordance with the terms of the task order after the contract period has expired.
- 6.3. All Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a Task Order and this contract, the contract will control. The Government reserves the right to incorporate additional clauses, as appropriate, into individual Task Orders solicitations and awards.
- 6.4. Protests. In accordance with FAR 16.505(a)(10), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task-order contract or delivery-order contract, except for—(A) A protest on the grounds that the order increases the scope, period, or maximum value of the contract; or (B) A protest of an order valued in excess of \$25 million. Protests of orders in excess of \$25 million may only be filed with the Government Accountability Office, in accordance with the procedures at FAR 33.104.
- 6.5. Ombudsman. If the Contractor believes it was not fairly considered for a particular Task Order, the Contractor may present the matter to the Contracting Officer. The Contractor may appeal the explanation or decision of the Contracting Officer to the NGB Ombudsman. Refer to FAR 52.216-32 for Ombudsman contact information. The Ombudsman will review the Contractor's complaint, and in coordination with the Contracting Officer, verify that the Contractor was afforded a fair opportunity to be considered for the Task Order.

7. OPTION FOR INCREASED QUANTITY ON TASK ORDERS

- 7.1. The Government may elect to make certain tasks option items, as described in Task Order Notice, In this case, the Government may increase the quantity of work awarded on individual Task Orders by unilaterally exercising Option Item(s) within the period specified in the Task Order.
- 7.2. Any option herein shall be considered to have been exercised at the time the Government deposits written notification to the Contractor in the mail, provides by facsimile, or electronic mail.

8. PROPOSED KEY PERSONNEL AND PROPOSED MINIMUM QUALIFICATIONS OF KEY PERSONNEL AND PROPOSED SUBCONTRACTORS.

- 8.1. Any proposed key personnel, minimum qualifications for incoming or replacement key personnel, and subcontractors will be considered incorporated by reference into the contract resulting from this solicitation and shall be limited to individuals, qualifications, and firms that were specifically identified in the proposal and/or agreed to during discussions, if held. The Contractor shall obtain the Contracting Officer's written consent before making any substitutions. Once an acceptable substitute firm is identified this firm will be added to the listed of proposed subcontractors.
- 8.2. An individual Key Team Member may not hold more than one key role. The following are minimum qualifications for the required key personnel
 - 8.2.1. Project Manager(s): The Contractor's Project Manager shall have either: (1) an engineering degree and 5 years of experience as a Project Manager working on projects similar to the prototypical project described in the RFP, or (2) 10 years of experience as a Project Manager working in projects similar to the prototypical project described in the RFP.
 - 8.2.2. Site Superintendent(s): The Contractor's Site Superintendent shall have: (1) a minimum of 5 years of experience working on projects similar to the prototypical project described in the RFP, or (2) 10 years of experience as a Site Superintendent working in general construction areas that included extensive interactions with the Government

8.2.3. Quality Control Manager(s): The QC Manager must be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 5 years of construction experience OR a construction person with a minimum of 10 years of experience working on projects similar to the prototypical project described in the RFP.

8.2.4. Safety Manager(s): The Safety and Health Officer shall have a minimum of 5 years of experience working on projects similar to the prototypical project described in the RFP, and 5 years of experience working with the requirements described in Paragraph SC38, SAFETY/ACCIDENT REPORTING.

9. GENERAL WAGE DECISIONS.

Applicable Construction wage rates will be identified for all Task Orders issued under this contract current as of the time of award of the task order. Wage Determinations may be found at: <https://beta.sam.gov/> "Wage Determinations (WDOL)"

10. EVALUATION OF CONTRACTOR PERFORMANCE

10.1. In accordance with FAR 36.201(a) (1) (i), the Contractor's performance will be evaluated upon completion of each Task Order. Interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government.

10.2. Contractors will be sent an email notice to review and comment, if appropriate, on the performance evaluations via a web based system. A contractor point of contact (POC), to receive notification of performance evaluations, shall be identified at time of award of the basic contract. The POC must maintain a current email address on file with the Contracting Officer. In lieu of a contract POC, contractors may provide task order specific individuals to receive this information. Contracting Officers will be notified at the task order pre-construction meeting of any changes.

10.3. Past Performance evaluations will be posted via <https://www.cpars.gov/> It is the responsibility of the contractor to request access to this site.

11. ORDER OF PRECEDENCE (REFERENCE FAR 52.236-21)

11.1. The MATOC basic contract includes the standard contract clauses, and the individual Task Orders include added specifics and schedules current at the time of Task Order award. The Task Order contract consists of:

11.1.1. The solicitation in its entirety, including all drawings, cuts, and illustrations and any amendments, and

11.1.2. The successful offeror's accepted proposal. The Task Order constitutes and defines the negotiated agreement between the Contractor and the Government. No documentation will be omitted which in any way bears upon the terms of that agreement.

11.2. In the event of conflict or inconsistency between any of the provisions of a Task Order, including the Request for Proposal, Contractor's proposal, or Task Order deliverable, precedence will be given in the following order:

11.2.1. Betterments: Any portions of the accepted proposal, or any subsequent design or other submittal, which both conform to and exceed the provisions of the Request for Proposal. "Betterment" is defined as any product, component, or system, which exceeds the minimum requirements stated in the Request for Proposal.

11.2.2. The provisions of the solicitation: (See also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION) (See FAR 52.236-21)

- 11.2.3. Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the Task Order and must conform to or exceed all provisions of the Task Order, in order of precedence herein.

12. ON AND OFF RAMPING

- 12.1. **On-Ramping:** The total number of Contractors within the MATOC may fluctuate due to any number of reasons including, but not limited to, competition levels on task orders, mergers, acquisitions and the Government's exercise of the Off-Ramp process.
- 12.2. It is in the Government's best interest that there remain an adequate number of Contractors eligible to compete for task orders to meet the Government's construction requirements. Contractors are hereby notified that utilization of the on-ramping procedure below does not obligate the Government to perform any other on-ramping procedure.
- 12.3. The Contracting Officer may determine whether it would be in the Government's best interest to initiate an On-Ramp solicitation to add additional Contractors to this MATOC at any time, subject to the following conditions:
- 12.3.1. An on-ramp solicitation notice is published in Contract Opportunities at beta.SAM.gov in accordance with FAR Part 5, Publicizing Contract Actions.
 - 12.3.2. An on-ramp solicitation is issued under current Federal procurement law.
 - 12.3.3. The solicitation identifies the total anticipated and intended number of new contracts to be awarded.
 - 12.3.4. Any Offeror that meets the eligibility requirements set forth in the on-ramp solicitation may submit a proposal in response to the solicitation.
 - 12.3.5. The award decision under the on-ramp solicitation is based upon substantially the same evaluation factors/sub-factors as the original solicitation.
 - 12.3.6. An Offeror's proposal must meet all of the criteria of the original solicitation.
 - 12.3.7. The terms and conditions of any resulting awards are materially identical to the existing version of the MATOC.
 - 12.3.8. The period of performance term for any new awards is coterminous with the existing term for all other Contractors.
- 12.4. Immediately upon on-ramping, the Contractor is eligible to submit a proposal in response to any Task Order Notice and receive task order awards with the same rights and obligations as any other Contractor.

12.5 Off-Ramping

The Government reserves the unilateral right to Off-Ramp Contractors in certain circumstances. Off-Ramped Contractors are no longer considered a part of the MATOC Contractor pool. Contractors that are Off-Ramped have no active task orders under the MATOC at the time of the Off-Ramping. The Contracting Officer may Off-Ramp a Contractor in any of the following conditions:

- 12.5.1 Contractor who no longer certifies as a small business under the applicable NAICS due to merger or acquisition by another business.
- 12.5.2 Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4.
- 12.5.3 Termination as defined in FAR Part 49.
- 12.5.4 Contractor fails to meet the specifications and requirements for the MATOC and/or Task Orders and has been placed in Dormant Status.
- 12.5.5 Contractor fails to respond to a reasonable number of Task Order Notices as determined by the Contracting Officer.
- 12.5.6 Any other action the Contracting Officer may be permitted to take under the MATOC terms and conditions.

12.6 Dormant Status

The Government is responsible for ensuring performance and compliance with the terms of the contract and task orders and safeguarding the interests of the Government and the American taxpayer in its contractual relationships. Additionally, the Government must ensure that Contractors receive impartial, fair, and equitable treatment. Accordingly, if the Contracting Officer determines that any requirement of the contract or task order(s) is not being met, a MATOC Contractor may be placed into Dormant Status.

12.6.1 If Dormant Status is activated, the Contractor shall not be eligible to participate or compete for any subsequent task orders while the Contractor is in Dormant Status; however, Contractors placed in Dormant Status shall continue performance on previously awarded and active task orders, including the exercise of options and modifications at the task order level.

12.6.2 Dormant Status is not a Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4 or a Termination as defined in FAR Part 49. Dormant Status is a condition that applies to this MATOC only. Grounds for being placed in Dormant Status specifically include, but are not limited to, trends or patterns of performance associated with the failure to meet specifications and requirements of the MATOC and/or awarded task orders.

12.6.3 Dormant status will only be imposed after careful consideration of the situation and collaboration with the Contractor to resolve the issues. To place a Contractor in Dormant Status, the Contracting Officer must first send a letter to the Contractor regarding the poor performance or non-compliance issue(s). The Contractor shall have reasonable time, at the discretion of the Contracting Officer, to provide the Contracting Officer with a remediation plan to correct the deficiencies/issues. If the Contracting Officer is satisfied with the Contractor's response, the Contractor will not be placed in Dormant Status. If the Contracting Officer is not satisfied with the response, or the remediation plan is not effective, the Contracting Officer may issue a final decision, in writing, placing the Contractor in a Dormant Status. The Contracting Officer's final decision may be appealed to the Agency Ombudsman (see FAR 52.216-32).

12.6.4 Dormant status may also be imposed for contractors who no longer certify as a small business under the applicable NAICS due to merger or acquisition by another business. Upon completion of any active task orders, the Dormant contractor may be Off-Ramped.

13. LIQUIDATED DAMAGES (REFERENCE FAR 52.211-12)

- 13.1. If the Contractor fails to complete the work within the time specified in a Task Order, or any extension, the Contractor shall pay to the Government as liquidated damages for each day of delay the amount shown in the Task Order for each calendar day until the work is completed.
- 13.2. If the Government terminates the Contractor's right to proceed, liquidated damages accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the termination clause.
- 13.3. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.
- 13.4. For any number of Task Orders accomplished at one site for which delay costs are applicable at the same time, the total daily liquidated damages will be limited to the damages for one Task Order for each calendar day of delay except when separate additional damages are specified in an individual Task Order. These additional damages, if specified, shall be concurrent and cumulative and applied in addition to the basic liquidated damages noted in the Task Order. For any number of Task Orders at separate sites for which delay costs are applicable at the same time, the total daily basic liquidated damages shall be applied concurrent and cumulative. This will be calculated with each and any other delinquent Task Order for each calendar day of delay. If separate liquidated damages are specified in the Task Order, this amount will be separate from other task orders.

13.5. Exception to Liquidated Damage: In cases in which the Contracting Officer determines that completion of work is not feasible during the completion period(s) stated in the Task Order, such work will be exempted from liquidated damages.

14. GOVERNMENT PERFORMANCE.

The Government reserves the right to undertake performance by Government forces, for the same type or similar work as contracted herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

15. BID BONDS

Bid Bonds are required for all future task orders that require a Payment and Performance bond.

16. PERFORMANCE AND PAYMENT BONDS for CONSTRUCTION CONTRACTS/TASK ORDERS

16.1. Performance and payment bonds shall be required, and the penal sum established, by each Task Order as required by FAR 52.228-15.

16.2. Payment Bond: (a) If an individual Task Order is priced at \$35,000 or greater, penal sum shall be one-hundred percent (100%) of order price.

16.3. Performance Bond: The penal sum of each Performance Bond shall equal one hundred percent (100%) of the price of each Task Order exceeding \$150,000 placed hereunder.

16.4. Bonds shall be provided within 10 calendar days of award of a Task Order. Notice to Proceed will not be issued until the Contractor provides sufficient bonding to cover the work being performed.

17. INSURANCE-WORK ON A GOVERNMENT INSTALLATION (REFERENCE FAR 52.228-5)

Reference Contract Clause titled, "Insurance -Work on a Government Installation. Kinds and minimum amounts are as follows:

| <u>KIND</u> | <u>AMOUNTS</u> |
|--|---|
| Workmen's Compensation | \$100,000 (see paragraph 19.2, below) |
| Comprehensive General Liability | \$500,000 per occurrence for bodily injury |
| Comprehensive Automobile Liability | \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 for property damage |
| (If applicable) Aircraft Public and Passenger Liability | \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability and \$200,000 per occurrence for property damage; coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats \$200,000 multiplied by the number of seats or passengers, whichever is greater. |

17.1. Except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

17.2. The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount

of \$1,000,000 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

17.3. NOTE: Before commencing work under this contract, the Contractor shall certify to the Contracting Officer, in writing, that the required insurance has been obtained. The policies referenced in the certification (s) shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the state in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. The Contractor shall maintain a copy of proofs of required insurance, and shall make copies available to the Contracting Officer upon request. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

18. **LIMITATIONS ON SUBCONTRACTING.** (REFERENCE FAR 52.219-14 Class Deviation 2019-O0003, Revision 2) (Applicable to Task Order issued in excess of \$150,000.) The Contractor agrees that in performance of a contract.

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

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

19. PHYSICAL DATA (REFERENCE FAR 52.236-4)

19.1. Data and information furnished within a Task Order or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. Physical Conditions: The indications of physical conditions on the drawings and in the specifications within a Task Order are the result of site investigations by test holes shown on the drawings.

19.2. Weather Conditions: Each offeror shall be satisfied before submitting his offer as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any National Weather Service Office.

19.3. Transportation Facilities: Before submitting his offer, each offeror, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

19.4. Right-of-Way: The right-of-way for the work covered by these specifications will be furnished by the Government, except that the Contractor shall provide right-of-way for ingress and egress across private property where necessary to gain access to the job site. The contractor may use such portions of the land within the right-of-way not otherwise occupied as may be designated by the Contracting Officer. The Contractor shall, without expense to the Government, and at any time during the progress of the work when space is needed within the right-of-way for any other purposes, promptly vacate and clean up any part of the grounds that have been allotted to, or have been in use by, him when directed to do so by the Contracting Officer. The Contractor shall keep the buildings and grounds in use by him at the site of the work in an orderly and sanitary condition. Should the contractor require additional working space or lands

for material yards, job offices, or other purposes, they shall obtain such additional lands or easements at their expense.

20. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

20.1. Unless specified otherwise in a task order, this paragraph specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

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

20.1.2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

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

20.1.4. Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the contractor will record on the daily Contractor Quality Control (CQC) report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled workday.

20.2. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in accordance with the criteria previously described above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a bilateral modification.

21. EPA ENERGY STAR

The Government requires that certain equipment be Energy Star compliant. Initially, the sole Energy Star requirement shall be the self-certification by the bidder that the specified equipment is Energy Star compliant. Within 3 months of the availability of an EPA sanctioned test for Energy Star compliance, the Contractor shall submit all equipment upgrades and additions for testing and provide proof of compliance to the Government upon completion of testing. Testing shall be at the Contractor's expense.

22. TELEPHONE COMMUNICATIONS SECURITY MONITORING

All communications with DOD organizations are subject to communications security (COMSEC) review. Contractor personnel must be aware that telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DOD organizations. Therefore, civilian contractor personnel are advised that any time they place a call to, or receive a call from, a DOD organization, they are subject to COMSEC procedures. The contractor shall assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with DOD information.

23. WORK PROGRESS AND PREPARATION OF PROGRESS SCHEDULES AND REPORTS

23.1. A weekly and/or monthly meeting may be held with the Contractor, COR and Contracting Officer (KO), if necessary, to discuss work progress, problems and potential change orders on awarded task orders. The

Contractor shall attend these meetings at no additional cost to the Government. Prior to beginning work on specific work elements of a project, the contractor shall confer with the COR and agree on a sequence of procedures and means of access to premises and buildings; space for storage of materials and equipment; delivery of materials; and use of approaches, use of corridors, stairways and similar means of passage.

- 23.2. In accordance with FAR Clause 52.236-15, "Schedules for Construction Contracts", the contractor shall within five days after work commences on a task order, or another period of time determined by the KO, prepare and submit to the KO for approval three copies of a practicable schedule showing the order in which the contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing features of work. A composite schedule for the overall contract shall also be provided. The schedule, which will net used to track progress for payment purposes by CLIN shall be on an AF Form 3064 (or other form acceptable to the parties) Contract Progress Schedule. The work shall be scheduled so that, upon the start of construction, work progresses in a continuous and diligent manner. A schedule which does not reflect steady and reasonable progress throughout the construction period will be rejected. Both the Contractor and the COR are required to provide a joint monthly progress report covering the period from notice to proceed through final inspection. Unless agreement cannot be made on the applicable percentage of progress a joint report will be submitted to the Contracting Officer. This reports shall be submitted on the NGB Contract Progress Report form (similar to an AF Form 3065), or an approved computer generated similar format. These reports shall track progress by CLIN, if task order contains multiple CLINs, multiple progress Schedules and NG Contract Progress Reports will also be required for payment purposes.
- 23.3. Schedules shall include a line item for bonds, and adequate percentage for closeout requirements, LEED requirements if applicable and Military Real Property Forms, DD Form 1354, (See SC 26). Progress for material delivered on site but not installed, and for completed preparatory work as authorized under FAR 52.232-5 shall be specifically identified in the schedule of prices The Contracting Officer may consider allowing progress for material delivered on the site (but not installed) and for completed preparatory work, as authorized under FAR 52.232-5 for (1) major high cost items and (2) long lead special order items. Such items shall be specifically identified in the Contractor's estimates of work submitted for the Contracting Officer's approval. Only approved items shall be eligible for progress payment. Material stored offsite shall generally not be allowed for consideration for payment.
- 23.4. Additionally, for projects exceeding \$1M, the contractor shall also provide a project plan in a commercially available network scheduling software that meets requirements of the specification to define work tasks and track progress. At least five days prior to work initiation, the contractor shall provide the Contracting Officer a hardcopy CPM and a formatted diskette or CD copy, or e-mail file copy, of the plan that shall include definition of rescues. No work may start until the Contracting Officer approves the plan in writing.
- 23.5. The Contractor shall prepare a work progress schedule required for completion of each of the various divisions of work. An updated schedule CPM/Form 3064 showing work progress (hardcopy and formatted diskette or CD, or e-mail file copy), unless otherwise directed by the Contracting Officer, shall be provided monthly.
- 23.6. If there are possible deviations from the original plan, those must be noted and approved by the Contracting Officer prior to implementation. The schedule shall be submitted to the Contracting Officer, in the number of copies as directed. Reference Contract Clause FAR 52.236-15, "Schedules for Construction Contracts". The reports contemplated by the clause herein titled "Schedules for Construction Contracts" shall be accomplished on and in accordance with instructions pertaining to AF Form 3064, "Contract Progress Schedule" and a National Guard Contract Progress Report.

24. MILITARY REAL PROPERTY DATA – DD FORM 1354

- 24.1. Contractors shall furnish real property data to the Government for each new construction and/or renovation project awarded, unless otherwise notified. The real property data shall be furnished via DD Form 1354, Transfer and Acceptance of Military Real Property, or in a format prescribed on the DD Form 1354. The Contractor is responsible for accuracy of data current up to the time of submission.
- 24.2. For major renovation and/or complex projects, or those expected to exceed 12 months, the Contractor shall furnish real property data no less than on a quarterly basis. Frequency of submission shall be standard throughout the duration of the project. Contractors are advised to record information on the DD Form 1354 (or approved facsimile) as the project progresses due to the volume of data required to be furnished. Upon completion of the project, the Contractor shall furnish a final, comprehensive DD Form 1354.
- 24.3. Unless specified otherwise in the task order, the DD Form 1354 normally accounts for five percent (5%) of the total task order amount. Therefore, 5% must be shown on the AF Form 3065 or similar breakdown of costs submitted for payment purposes. A lesser amount may be specified on a task order basis by the Contracting Officer. Upon acceptance of data by the real property specialist, the contractor may invoice for submission of real property data.
- 24.4. Contractors should contact the task order contracting officer with questions pertaining to the DD Form 1354. For construction data assistance, contractors may consult the engineer assigned to the project.

25. ADMINISTRATIVE MATTERS

- 25.1. The Contracting Office of the United States Property and Fiscal Officer of Mississippi (USPFO-MS) is the office having administrative jurisdiction over this contract for all matters.
- 25.2. A list of the names and telephone numbers of the Government team comprising the contract administrator, Contracting Officer's Representative (COR), and other points of contact at the project site will be provided at the post award conference and pre-construction conference for task orders.
- 25.3. Only the Contracting Officer executing these contracts and the Successor Contracting Officer has the authority to modify the terms and conditions of the basic contracts.
- 25.4. All correspondence shall be addressed to the task order Contracting Officer, a copy of all correspondence shall be furnished to the contracting officer representative. Enclosures attached or transmitted with the correspondence shall also be furnished with an original and one copy. Each letter shall make reference to the contract name, contract number, task order number, and shall have only one subject.
- 25.5. The Contracting Officer will appoint a qualified Contracting Officer's Representative (COR) for the purposes of technically administering the task order(s); however, all matters concerning this contract or resulting task orders, or any additional work ordered placed against a resulting task order must first be approved by the Contracting Officer. This in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in terms of the contract or resulting task orders.

26. PAPERLESS CONTRACTING:

The National Guard is fully committed to the Federal Government's electronic commerce and paperless contracting initiatives. As such, it is anticipated that, to the maximum extent possible, Proposed Task Order Requests for Proposals, to include specifications and drawings may be issued using electronic methods, i.e., the internet, email, etc. In addition, task order distribution and correspondence will also be issued electronically using email, internet or other electronic methods. Contractors shall have and maintain capability to receive documents in this manner.

It is anticipated that within the life of this contract other electronic processes will be enacted. These include, but are not limited to, electronic offers, and electronic invoicing. When implemented by the Contracting Officer,

contractors shall participate fully in any of these new requirements at no additional cost to the Government. Failure to accommodate new processes may be cause for termination or non-consideration for future work.

27. INVOICES, INVOICING AND PAYMENT

- 27.1. Properly prepared invoices, bearing the contract number, shall be submitted electronically to the Contracting Office awarding the Task Order, on designated invoice forms provided at the pre-construction meeting PRIOR to uploading in Wide Area Workflow (WAWF) the DFAS paying system. E-mail shall be the preferred means of invoice transmittal. This submission will be for review prior to submitting an electronic invoice through Wide Area Workflow (WAWF). Task Orders will provide the codes need for filing. Payment will be made by in accordance with FAR Clause 52.232-5 Fixed-Price Construction Contracts and Far Clause 52.232-27, Prompt Payment for Construction Contracts, All payments will be made by electronic transfer of funds (EFT).
- 27.2. To meet compliance with DFARS 252.232-7003, Electronic Submission of Payment Requests, you shall submit your request for payment (invoice) through WAWF after receiving approval of the pre-invoice described in previous paragraph. For more information on the WAWF system, which is part of the Procurement Integrated Enterprise Environment (PIEE), including how to register, go to: <https://piee.cb.mil>
- 27.3. Payment will be made by paying office specified in the task order in accordance with the clauses Payments under Fixed-Price Construction Contracts, FAR 52.232-5, and Prompt Payment for Construction Contracts, FAR 52.232-27.
- 27.4. All payments shall be made by electronic transfer of funds (EFT).
- 27.5. The Government will make payment through WAWF upon satisfactory completion of work AND receipt of a proper certification for payment. Do not input invoice into WAWF until the pre-approval of invoice is received from the contracting officer. This will lessen the need for rejections in WAWF.
- 27.6. Payment may be withheld unless all contractual requirements including but not limited to: RECEIPT OF PROPER WEEKLY PAYROLLS IAW CONSTRUCTION WAGE REQUIREMENTS, FAR 52.222-6, have been timely received.
- 27.7. All requests for payments through WAWF must include a Subcontractor Payment Register pursuant to FAR 52.232-5 and a contractor's certification that reads as follows:
I hereby certify, to the best of my knowledge and belief that –
The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract; Payments to subcontractors and suppliers have been made for previous payments received under this task order, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and requirements of Chapter 39 of Title 31, United States Code; and this request for progress payments does not include any amounts, which the prime contractor intends to withhold or retain from subcontractor or supplier in accordance with the terms and conditions of the subcontract.
- 27.8. Final invoice shall not be submitted until Government acceptance of the completed project has been made in writing. Final invoice shall be submitted along with a Release of Claims and if applicable a State tax clearance letter.
- 27.9. Payments to the Contractor. Payments shall be subject to reduction for overpayments or increase for underpayments on preceding payments to the Contractor. Basis for the Contracting Officer's consideration to allow progress payment for material delivered on the site (but not installed) and for completed preparatory work, as authorized under FAR 52.232-5 shall be (1) major high cost items and (2) long lead special order items. In the request for progress payment, such items shall be specifically identified in the Contractor's estimates of work submitted for the Contracting Officer's approval. At the

time of invoicing, the amount billed shall be supported by documents establishing its value. Progress payment for material delivered on site but not installed, and for completed preparatory work as authorized under FAR 52.232-5 shall be specifically identified in the schedule of prices. Only approved items shall be eligible for progress payment.

- 27.10. Payment of Bonds: A paid invoice is required before payment of bonds can be made. Contractor shall list Bonds as a separate item on progress report and/or Schedule of Values.
- 27.11. Electronic Invoicing. The Government reserves the right to modify, at no cost to the Government, any of the procedures outlined in this special contract requirement to accommodate electronic invoicing procedures.

28. UTILITY SERVICES

The Task Order Contracting Officer will determine which, if any, Government-operated utilities are adequate and will be furnished to the contractor without charge where existing outlets are available in individual task order offerings. The contractor is responsible for installing temporary service outlets, as necessary, at its expense in accordance with the clause entitled "Availability and Use of Utility Services" (FAR Clause 52.236-14).

29. REGULATIONS

- 29.1. The contractor shall comply with all applicable Federal, State, Local, DOD, National Guard Bureau, Army and Air Force regulations pertaining to safety, traffic control and fire prevention.
- 29.2. INSTALLATION REGULATIONS: The Contractor, his employees, and subcontractors shall become familiar with and obey the regulations of the installation, including fire, traffic, safety and security regulations while on the military installation. Those driving motor vehicles shall observe and obey all speed limits posted throughout the installation. Personnel should not enter restricted areas unless required to do so and only upon prior approval. All contractor employees and subcontractors shall carry proper personal identification with them at all times.
- 29.3. Contractor's equipment shall be conspicuously marked for identification and parked or placed within approved areas only, out of the way of driveways, emergency access roads, and traffic.

30. SECURITY REQUIREMENTS

- 30.1. The contractor shall comply with all security regulations imposed by the base/post commander and/or agency occupying the space where work is to be performed. Any necessary security clearances shall be obtained prior to commencement of work.
- 30.2. It is expected that new security requirements to satisfy contractor personal identification requirements in Homeland Security Presidential Directive (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors," and Federal Information Processing Standards Publication (FIPS PUB) Number 201, "Personal Identity Verification (PIV) of Federal Employees and Contractors" will be enacted during the life of this contract. Contractor shall comply with all requirements, at no additional cost to the Government.
- 30.3. The contractor shall ensure that all parts of the facility where work is being performed are adequately protected against vandalism and theft.
- 30.4. Contractors shall follow instructions provided by the Security Forces for access to the project specific National Guard Facility. All prospective contractors MUST be U.S. citizens or MUST have established and maintain legal residence in the U.S., and are authorized by the US government to work in the United States (i.e. Green card, worker authorization, etc.). Security Forces will review any questionable

identification documents for determination as to whether or not said identification is authorized for access to the installation. If a gate pass is not granted to a contractor allowing the delivery of goods, execution of warranty support, or performance of services please contact the contracting officer. Be sure that all of your employees have the proper ID (driver's license, state ID, immigration card, U.S. Passport, etc.). If they do not have the proper ID, they will be turned away.

- 30.5. Access and General Protection/Security Policy and Procedures. The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the Contracting Officer's Representative (COR). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the local installation's Security Forces, Director of Emergency Services or local Security Office. The contractor shall ensure compliance with all personal identity verification requirements as directed by DoD, HAF and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.
- 30.6. For Contractors that do not require CAC, but require access to a DoD Facility and/or Installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (AFI 10-245, AFI 31-101 and AFMAN 31-113), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.
- 30.7. The Prime Contractor and all of its subcontractors will be required to wear orange or lime colored safety vests while performing work on the installation.
- 30.8. U.S. Government will not be held liable for any delays or breach of contract caused by refusal of the Security Forces to allow entry.
- 30.9. All prospective contractors/contractor employees, once it has been established that they maintain the appropriate credential as described in one above, are subject to a Criminal History Check.
- 30.10. Note: For the purposes of contracting services, it is implied that, that any and all parties agree to a Criminal History Background Check once entered into any contract. Any documents that are provided and found fraudulent to include, but not limited to driver's licenses, contracting licenses, etc., will result in an arrest and potential termination for default from the contract. All contractors are subject to search in order to obtain entry onto the installation and while working on the installation. Any refusal to submit to a search of their person or vehicle will be deemed as a violent act of aggression against the installation and will be cause for dismissal from the installation and revocation of future privileges and installation access.
- 30.11. AT Level I Training. This provision/contract text is for contractor employees with an area of performance within a National Guard controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access to National Guard installations, facilities and controlled access shall complete AT Level I awareness training. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the Contracting Officer's Representative (COR). AT Level I awareness training is available at the following website: <http://jko.jten.mil>
- 30.12. For Information Assurance (IA) / Information Technology (IT) Training (if computer/network access is applicable). All contractor employees and associated sub-contractor employees shall complete the DoD Information Assurance Awareness CyberAwareness Challenge before issuance of network access and annually thereafter. All contractor employees performing services involving IA/IT functions shall comply with DoD and Air Force training requirements in DoDD 8140.01, DoD 8570.01-M and AFPD 33-2 within XX days of the start of contract performance.

31. TRANSPORTATION, HANDLING AND STORAGE

- 31.1. The contractor shall coordinate with suppliers and shippers to ensure that incoming materials are properly identified with the contractor's name, contract number and project title. The contractor shall designate an authorized individual to be available to receive shipment. The Government will not provide storage other than that available at the project site.
- 31.2. Storage of supplies, materials and equipment on the project site shall be accomplished in such a manner so as to prevent mechanical and climatic damage and loss due to vandalism or theft. Equipment temporarily removed in the performance of work and stored on the job site shall be stored and protected in accordance with previous paragraphs, and shall be replaced in a condition compatible with its original state. Security for equipment and material removed from the job site for temporary storage until reuse shall be the responsibility of the contractor.

32. CLEANUP AND DISPOSAL OF DEBRIS AND FILL MATERIALS

- 32.1. At the end of each workday, the contractor shall clean up the work and storage areas and stack all materials in a manner approved by the Contracting Officer or his designated representative. Upon completion of a project, the contractor shall ensure that all dirt, trash, and debris resulting from the construction operations are removed from the work area. Unless directed otherwise in the contract or by the Contracting Officer, disposal of debris shall be made at the contractor's expense and shall be delivered to a state approved disposal site located off base. Debris shall not be left in such a manner that wind or other weather conditions can cause the debris to be scattered outside the work area (i.e., on nearby runways, ramps or taxiways).
- 32.2. The hauling and disposal of excess fill material including rock, gravel, sod, broken concrete or asphalt, plaster, etc., shall be the responsibility of the contractor. Disposal shall be in accordance with applicable state and local regulations.

33. SHOP DRAWINGS AND SUBMITTALS

The Contractor is responsible for preparation of all shop drawings, submittals, and as-built for each Task Order in accordance with requirements contained therein.

34. MISCELLANEOUS CONTRACTOR REQUIREMENTS

34.1. CONTRACTOR STAFF AND EMPLOYEES:

Prior to commencing on-site construction, the contractor shall provide the Contracting Officer with a telephone number and email at which the contractor or his representative may be contacted at any time during regular working hours and an emergency number at which the contractor may be contacted in situations requiring immediate attention.

- 34.1.1. Supervision. The Government shall not exercise any supervision or control over the contractor employees performing services under this contract; such employees shall be accountable not to the Government, but solely to the contractor, who in turn is responsible to the Government.
- 34.1.2. Contractor's Employees. All work under this contract shall be performed in a skillful and workmanlike manner. The Contractor shall employ and utilize only experienced (or certified apprentice), responsible, and capable persons in the performance of work under this contract. All employees must be citizens of the United States or authorized aliens and shall be able to furnish proof of citizenship if asked to do so by the Contracting Officer. Regulations require federal contractors to use the Homeland Security Department's E-Verify system to check employees' work eligibility. Only authorized Contractor personnel shall be admitted to the worksite at all times. The Contracting Officer may, in writing, require the contractor to remove from the job site, any employee the Contracting Officer deems incompetent, careless or otherwise objectionable

- 34.1.3. **Superintendence.** The contractor shall give his personal superintendence to the work or have a competent foreman or superintendent from his/her own staff, satisfactory to the Contracting Officer, at the work site while work is in progress, with authority to act on behalf of the contractor. The Contractor's superintendent is responsible for maintaining and conducting the inspection system required by the contract.
- 34.1.4. **Removal of Personnel.** The Contracting Officer may require the Contractor to remove from the job those employees who endanger persons or property; those who manufacture, distribute, dispense, possess or use controlled substances at the worksite (52.223-6, Drug-Free Workplace); and those whose continued employment under this contract is inconsistent with the interest of military security.
- 34.2. **Liability.** The Contractor hereby agrees to release the Government (to include its officers, enlisted personnel, agents, and employees) from any liability for any loss, damage, or injury sustained by the Contractor or his employees during the performance of this contract. The Contractor also agrees to indemnify the Government for any loss, damage, or injury to Government personnel or agents or other third parties, provided such loss to the Government is caused by the negligence of the Contractor or his personnel while performing this contract.
- 34.3. **Parking of contractor vehicles** shall be restricted to the contractor's designed on-site area or the work area. The company name shall be prominently displayed on all construction vehicles parked on the job site.
- 34.4. **Security of material storage areas** on the job site shall be the responsibility of the contractor. The area shall be kept neat and orderly and free of debris.

35. SAFETY/ACCIDENT REPORTING

- 35.1. **Accident prevention and safety practices** on contractual work under the jurisdiction of the Contracting Officer are the responsibilities of the contractor concerned.
- 35.2. **Safety Plan.** Prior to mobilization of a Task Order the Contractor shall furnish, as a submittal, his safety plan applicable to the project. Furthermore, the Contractor shall brief all employees on proper safety and accident reporting. The Contractor shall provide all occupational health services to his employees. Contractor employees shall be instructed to notify the Contractor's project manager of potential or existing occupational health hazards that require attention. The Contractor shall designate a person on his staff to manage the Contractor's safety and accident prevention program. This person will provide a point of contact for the Contracting Officer on matters of job safety, and shall be responsible for ensuring the health and safety of on-site personnel.
- 35.3. **Compliance with Regulations.** All work including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926. Work involving the disturbance or dismantling of asbestos or asbestos-containing materials; the demolition of structures containing asbestos; and/or disposal and removal of asbestos, shall also comply with the requirement of 40 CFR, Part 61, Subpart A. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply. The Safety Manual is available at the following web site: <http://www.usace.army.mil/SafetyandOccupationalHealth/SafetyandHealthRequirementsManual.aspx>
- 35.4. **Accident Notification/Report.** In the event of a job-related accident, the Contractor shall immediately notify the Contracting Officer's Representative (COR) and shall prepare a Report of Accident (DA Form 285 or equivalent) in quadruplicate and forward the original and two copies to the Contracting Officer or COR for forwarding to ANG Safety Officer for Air National Guard projects. The Contractor shall maintain an accident file for the life of the contract to include all accident reports. Any technical advice and assistance necessary in accident investigation and reporting may be requested from the respective Safety Office. Lost time injury is defined as "An injury resulting in a lost workday, not including the day of injury."

36. SCHEDULING OF PRE-FINAL AND FINAL INSPECTIONS

- 36.1. Notification for Pre-final. Unless otherwise directed by the Contracting Officer the contractor shall conduct a pre-final inspection in the presence of the Contracting Officer's Representative (COR) prior to the date scheduled for Final Inspection. Any discrepancies noted shall be corrected prior to Final Inspection.
- 36.2. Pre-final Inspection. A list of discrepancies noted will be furnished to the Contracting Officer. Items noted on the punch list will be completed prior to scheduling a final inspection. As-builts, real property data, warranties, manuals, etc., may be turned-in at time of final inspection.
- 36.3. Notification for Final Inspection. When the Contractor is ready for final inspection, he shall request so in writing to the Contracting Officer or his duly authorized representative at least five (5) days prior to the desired date.
- 36.4. Final Inspection. The final inspection will be performed with the Contractor by the Contracting Officer Representative (COR), consultant team, and/or representative of the using activity. Discrepancies noted will be corrected within the time specified by the Contracting Officer.
- 36.5. The contractor is cautioned to ensure they have completed adequate Quality Control reviews prior to scheduling pre-final or final inspections. In the event the Contracting Officer finds that the project is not ready for the applicable inspection, (too many discrepancies) the contractor may be held liable for the costs of a repeat inspection. In the event the pre final or final inspection will be conducted by a Government contracted service, (A&E firm or other contracted individual) the Contractor may be held liable for travel and labor costs when the project is not sufficiently complete and the inspection must be rescheduled or an additional inspection is required.

37. DESIGNATION OF TECHNICAL REPRESENTATIVE

The Task Order Contracting Officer will appoint a qualified Contracting Officer's Representative (COR) for the purposes of technically administering the task order; however, all matters concerning this contract must first be approved by the Contracting Officer. This in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in terms of the contract

38. **FAR CLAUSE 52.204-10 REPORTING:** Executive Compensation and First Tier Subcontract Awards (Jul 2010) requirements. Effective 1 March 2011 this clause is applicable to all task orders over \$30,000. Prime Contractors awarded a Federal contract or order that is subject to Federal Acquisition Regulation clause 52.204-10 (Reporting Executive Compensation and First-Tier Subcontract Awards) are required to file a FFATA subaward report by the end of the month following the month in which the prime contractor awards any subcontract greater than the limits shown above. Contractors are required to report subcontracts in accordance with the requirements of this clause into The Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS) at www.fsrs.gov. Task order awards will contain the necessary codes (TAS codes, agency code, etc.) necessary to accomplish the required reporting. Failure to accomplish the necessary reporting will be considered a delinquency and will eliminate your firm from being offered new work until this is corrected. Additional guidance will be provided at the pre-construction conference.

39. **PERFORMANCE OF SERVICES DURING CRISIS DECLARED BY THE NATIONAL COMMAND AUTHORITY.** (September 2002) APPLICABILITY WILL BE STATED IN EACH TASK ORDER. Services determined to be essential for performance during crisis according to DoDI 3020.37 are plant operations, emergency and urgent work requests, disaster preparedness, emergency operations and infrastructure maintenance (including construction). The services provided by this contract have been designated as essential contractor provided services and must be continued during a crisis. The contractor shall continue providing service to all applicable ANG and Army MATOC contracts in progress [for some services, 24 hours a day] until the crisis is over. The contractor shall ensure enough skilled personnel are available during a crisis for any operational emergency due to utility failure, damage control, and damage repair. A crisis

management plan shall be submitted to the Contracting Officer within 10 calendar days after contract start date. The contractor shall identify essential personnel by submitting an essential personnel list to the Contracting Officer within 10 calendar days after contract start date. The list shall contain the individuals' names, addresses, social security numbers, security clearances (if any), and duty title.

40. **See Department of Labor WAGE DETERMINATION attachments:**

- ATTACHMENT 01 Wage Determination MS20210048 20210212-CSJFTC & 172nd Forrest Co
- ATTACHMENT 02 Wage Determination MS20210046 20210101-CMTC Grenada Co
- ATTACHMENT 03 Wage Determination MS20210053 20210212-172nd & PFO Rankin Co
- ATTACHMENT 04 Wage Determination MS20210051 20210212-172nd & JFH Hinds Co
- ATTACHMENT 05 Wage Determination MS20210047 20210101-186th Lauderdale Co
- ATTACHMENT 06 Wage Determination MS20210050 20210212-CRTC Harrison Co

END of SECTION 01000