



**United States  
Department of  
Agriculture  
Office of Operation**

**George Washington Carver Center  
Modernization Beltsville, Maryland**


**SOLICITATION No. 12314420B0001**

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<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO. 12314420B0001	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 02/28/2020	PAGE OF PAGES 1 102	

**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 USDA, DM/OCP/POD/AMB, POD Acq Mgmt Acquisition Management Branch-WDC 355 E Street S.W. 10th Floor, Suite 10-149A Washington DC 20024-3243	CODE DASO-OCP-POD-AMB-DC	8. ADDRESS OFFER TO	
9. FOR INFORMATION CALL: 	a. NAME FREDERICK FREEMAN	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-720-2649	

### 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)

11. The Contractor shall begin performance <u>14</u> calendar days and complete it within <u>0</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 14
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by <u>1500</u> (hour) local time <u>03/13/2020</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> 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 <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

**OFFER** (Must be fully completed by offeror)

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

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

**AMOUNTS**

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

**19. ACKNOWLEDGEMENT 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
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**AWARD** (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )
26. ADMINISTERED BY CODE <b>DASO-OCP-POD-AMB-DC</b> USDA, DM/OCP/POD/AMB, POD Acq Mgmt Acquisition Management Branch-WDC 355 E Street S.W. 10th Floor, Suite 10-149A Washington DC 20024-3243	27. PAYMENT WILL BE MADE BY

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

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

**CONTINUATION SHEET**

 REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 12314420B0001

PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Solicitation for The George Washington Carver Center (GWCC) Modernization Construction.</p> <p>This is an Request for Proposal(RFP) using the processes and techniques found in FAR Part 36 Contracting by Negotiation. This requirement is for the Modernization of George Washington Carver Center located in Beltsville, MD. As a result of this RFP the government will award a Firm Fixed-Priced contract after proposals are evaluated. An award will be made with reasonable promptness to that responsible offeror whose proposal will be most advantageous to the Government, considering Bonding Capacity, Prior Experience, Draft Project Completion Schedule, Key personal experience, Small Business Utilization, Past Performance, and Pricing. Offerors who fail, in their proposal, to show they meet the requirements may not be eligible for award of a contract. Make sure that pricing shows the base work price with Phase I and Phase II broken out along with the price of each of the options, and the total price which includes the base work and all options.</p> <p>Offerors are hereby notified their SAM account must be active at the date and time set for receipt of proposals to be considered. Offerors whose SAM account is not active at the date and time proposals are due will not have their proposals evaluated and will not be considered.</p> <p>Questions may be submitted in writing to one of the following individuals:            Frederick.Freeman@usda.gov            Todd.Lennox@usda.gov</p> <p>To assist the government in answering your question, please provide the solicitation section number/page, drawing set sheet number, supplemental specification section number/page, etc. that your question is derived from.</p> <p>Block 8 Address Offers to:</p> <p>For USPS, UPS, and FedEx:</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

 REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 12314420B0001

PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	United States Department of Agriculture Procurement Operations Division Solicitation 12314420B0001 355 E Street, SW Room 10-140 Washington, DC 20250  The Magnitude of the project including all options is greater than \$60,000,000.00.				
0001	Phase 1 Construction Product/Service Code: Z2AA Product/Service Description: REPAIR OR ALTERATION OF OFFICE BUILDINGS  Period of Performance Begins: 05/06/2020				
0002	Phase II Construction Product/Service Code: Z2AA Product/Service Description: REPAIR OR ALTERATION OF OFFICE BUILDINGS  Period of Performance Begins: 05/06/2020				
0003	Option 1 Renovate Kitchen/ Cafeteria (Option Line Item) Product/Service Code: Z2AA Product/Service Description: REPAIR OR ALTERATION OF OFFICE BUILDINGS  Period of Performance Begins: 05/06/2020				
0004	Option 2 CDC Improvements (Option Line Item) Product/Service Code: Z2AA Product/Service Description: REPAIR OR ALTERATION OF OFFICE BUILDINGS  Period of Performance Begins: 05/06/2020				
0005	Option 3 Replacement of All Roofing (Option Line Item) Product/Service Code: Z2AA Product/Service Description: REPAIR OR ALTERATION OF OFFICE BUILDINGS  Continued ...				

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
12314420B0001

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance Begins: 05/06/2020				
0006	Option 4 Replace Elevator Equipment (Option Line Item) Product/Service Code: Z2AA Product/Service Description: REPAIR OR ALTERATION OF OFFICE BUILDINGS  Period of Performance Begins: 05/06/2020				
0007	Option 5 Furniture for All Buildings (Option Line Item) Product/Service Code: Z2AA Product/Service Description: REPAIR OR ALTERATION OF OFFICE BUILDINGS  Period of Performance Begins: 05/06/2020				
0008	Option 6 Replacement of Generator #1 (Option Line Item) Product/Service Code: Z2AA Product/Service Description: REPAIR OR ALTERATION OF OFFICE BUILDINGS  Period of Performance Begins: 05/06/2020				
0009	Option 7 Use of Type K Copper Pipping in Lieu of Type L (Option Line Item) Product/Service Code: Z2AA Product/Service Description: REPAIR OR ALTERATION OF OFFICE BUILDINGS  Period of Performance Begins: 05/06/2020 Contracting Officer: Todd Lennox Todd.Lennox@usda.gov  Contracting Specialist: Frederick Freeman Frederick.Freeman@usda.gov				



## **Part I Section C**

### **Description/Specifications**

#### **STATEMENT OF WORK GWCC Modernization Construction 5601 Sunnyside Ave, Beltsville, MD**

## **PART 1 –GENERAL**

### **1.1 BACKGROUND**

The George Washington Carver Center (GWCC) of the United States Department of Agriculture (USDA) is an office complex which was built in 1997. It consists of four interconnected buildings and a small entry building called the Reception Building. Building 1 and 2 have three stories and Building 3 and 4 and Reception have two stories. The complex has an approximate 351,805 gross square feet and 276,109 usable square feet. The facility has a Cafeteria, Child Development Center with outdoor playground, Health Unit, Fitness Center, and a Credit Union. The entire campus size is approximately 73.7 acres which includes an 847-space surface parking lot as well as a separate outbuilding which houses the landscaping operation and a space for emergency generators and fuel tanks. The site also has a photovoltaic solar farm at the rear of the complex.

### **1.2 OBJECTIVES**

The objectives below are intended to provide an overview of the key information of the project. Contractors must perform work in accordance with the requirements in the bid documents and in the Scope of Work (SOW) section herein

The project is for the modernization of all five buildings in a two-phase construction approach. Each phase is to be completed in a 10-month period.

Building 1 (B1), building 2 (B2), and Reception Building are in Phase 1. Building 3 (B3) and Building 4 (B4) are in Phase 2. Once construction of the Phase 1 is complete, an allowance of one month for employees to move-in is included prior to the start of Phase 2.

Provide temporary drywall construction barriers for noise/vibration/dust/smoke control; provide also the temporary systems such as Heating Ventilating and Air Conditioning (HVAC), power, and water; and bypass and adjustment to allow occupants in the occupied zones and the Special Areas to conduct normal business during the construction. The Special Areas, shown in bid plans, are in B1 and they must remain in normal operations 24x7 year-round.

Work can be performed during daytime except for the work which disrupts the normal business in occupied areas and the Special Areas. The work such as power and utility outages must be performed between 6:00pm to 6:00am and/or weekends.

In general, the base contract part of the project creates more open space. Most interior partitions are removed. Most interior finishes are replaced. All furniture, fixtures, and equipment (FF&E) are replaced. Most infrastructure systems are replaced, modified, and/or updated, including but not limited to the mechanical, plumbing, electrical, emergency generator, audio-visual, telecom, fire protection, fire-proofing, elevators, and security systems, etc. The project is designed to meet LEED Certification level only.

There are several Alternates which cover works outside the base contract such as the Kitchen & Served renovation and equipment, Childcare Center upgrade, Roofing and damaged substrate replacement, Elevator upgrades, FF&E package, and Upgrade domestic water piping to type "K." These Alternates may be included in the award in whole or in part. All Alternates will be priced for the consideration of the Government.

The offerors are encouraged to participate in a pre-proposal walk-through and to include in their proposals the impacts due to all existing conditions of the buildings and associated materials, equipment and systems.

### **1.3. SCOPE OF WORK**

The contractor shall provide and deliver a firm fixed price which includes all costs for the works to meet the requirements of the following documents:

1. USDA GWCC – Vol 1 of 4 Bid Set *(link to be provided to firms selected for Phase Two)*
  2. USDA GWCC – Vol 2 of 4 Bid Set *(link to be provided to firms selected for Phase Two)*
  3. USDA GWCC – Vol 3 of 4 Bid Set *(link to be provided to firms selected for Phase Two)*
  4. USDA GWCC – Vol 4 of 4 Bid Set *(link to be provided to firms selected for Phase Two)*
  5. USDA GWCC – Specifications Volume 1 *(link to be provided to firms selected for Phase Two)*
  6. USDA GWCC – Specifications Volume 2 *(link to be provided to firms selected for Phase Two)*
  7. USDA GWCC FFE Final *(link to be provided to firms selected for Phase Two)*
  8. USDA GWCC Kitchen Volume I Cutbook *(link to be provided to firms selected for Phase Two)*
  9. USDA GWCC Kitchen Volume II Cutbook *(link to be provided to firms selected for Phase Two)*
- Reference 1 USDA Design Package Bid Set *(link to be provided to firms selected for Phase Two)*  
 Reference 2 USDA GWCC Original Design Drawings (Drawing Index on sheet A0-01) *(link to be provided to firms selected for Phase Two)* NOTE: The USDA GWCC original design drawing are references and should not be used for orientation they are not As-Builts. Any request for a change order during contract performance based on information provided in these drawing will not be considered.

Below are some of the key items to facilitate the understanding of the works. The works shall include, but not be limited to those listed below. If there is a conflict, the most stringent information must apply:

#### **ARCHITECTURAL:**

- By removing most of the interior partitions and downsizing workstations to 6'x 6' and private offices to 10' x 10' the building population is optimized from 846 seats to 1911 seats.
- Finishes: All final finish and material selections as specified in the contract documents.
- Reception Building (also known as the Security or Entry Building): Custom architectural features at the entrance lobby, such as torchieres, millwork, marble and terrazzo floors, will be restored as required to maintain original character. Required modifications will be complementary. Provide operable, temporary doors as required during the replacement of the existing doors. Replace all carpet tile at the first floor and second floor catwalk.
- The Reception Building is occupied by security guard services 24x7 year-round and is the place where employees enter. Coordinate work accordingly to avoid impacting the guard services, the employee traffic, and the safety of the occupants.
- The link hallways between buildings receive new acoustical ceiling and carpet tiles.
- Consider a buffer space or rooms at each end of the construction boundary for minimizing the disruption to the occupied zones during the construction.
- Elevator Lobbies/Open Stair: Carpet tile used throughout the open plan areas continue through the elevator lobbies. A paneled wood wall system applied to the 2-story stair wall with painted panel system applied on elevator walls. Elevator wall to also plan for future AV/Screen capability. This concept is carried through all 4 buildings with a different accent panel used to distinguish each building.
- Large Conference Rooms: The Conference Rooms are planned with AV capability, carpet tile flooring, painted walls in neutral color with minimum (1) painted accent wall, demountable wall system glass fronts with custom film on each panel from 1'-6" AFF to top of door frame or 6'-0", glass doors included in demountable system. Acoustical ceiling tile and grid.
- Medium Conference Rooms/Huddle Rooms: The Conference Rooms are planned with AV capability, carpet tile flooring, painted walls, demountable wall system glass fronts with custom film on each panel from 18" AFF to top of door frame, solid wood doors included in demountable system. Acoustical ceiling tile and grid.
- Huddle Rooms: Huddle Rooms are planned with AV capability, carpet tile flooring, painted walls, demountable wall system glass fronts, solid wood doors included in demountable system. Acoustical ceiling tile and grid. Each room to include floor to ceiling custom graphic wall, as themed per building.

- **Open Plan Areas:** These spaces contain carpet tile flooring, painted partitions, and acoustical ceiling tile and grid throughout. Painted accent walls around building core areas. Accent colors determined per building.
- All existing window blinds are replaced.
- **Offices:** These spaces contain carpet tile flooring, demountable wall system consisting of glass with custom film, painted, trackable, and writeable panels, solid wood doors and acoustical ceiling tile and grid throughout.
- **Large Pantry:** The Pantry/Lounge on the upper floors contain wood patterned luxury vinyl plank flooring, painted partitions, tile backsplash between upper and lower millwork, floor to ceiling custom graphic wall adjacent to millwork, and acoustical ceiling tile and grid. The base cabinet and upper cabinet millwork and center island are high pressure laminate with a solid surface countertop. Refrigerators, microwaves and coffee makers are included in the contract and identified in plan.
- **Floor Pantry:** The Pantry contains wood patterned luxury vinyl plank flooring, painted partitions, tile backsplash between upper and lower millwork, floor to ceiling custom graphic wall adjacent to millwork, and acoustical ceiling tile and grid. The millwork is high pressure laminate and high-pressure laminate cabinets with a solid surface countertop. Refrigerators, microwaves and coffeemakers are included in the contract and identified in plan.
- **File, Copy, Mail, Storage Rooms:** Support rooms are intended to be durable with vinyl tile flooring, rubber base, painted walls, acoustic ceiling tile and grid, high pressure laminate cabinets, countertops, and overhead millwork.
- **Telecom, Electrical, Mechanical, Network:** These spaces are back-of-house and have exposed concrete flooring with sealer, exposed ceilings, painted walls and rubber base.
- **Toilet (Men's/Women's/Unisex):** The Restroom/Toilet rooms contain porcelain tile flooring, semi-gloss painted partitions, patterned ceramic wall tiles, and painted drywall ceiling. The lavatories are under mounted set in a solid surface counter. The toilet partitions are ceiling hung brushed stainless steel.
- **Cafeteria:** Serving and seating areas; Luxury vinyl tile, rubber base, painted walls, acoustic ceiling tile and grid. Kitchen and prep area; quarry tile floor, FRP panels or epoxy paint, vinyl faced ACT or gypsum ceiling. The Kitchen and Servery renovation is an Alternate.
- **Child Development Center:** Carpet and luxury vinyl tile to match existing space standard for location, rubber base, painted walls, acoustic ceiling tile and grid.

- Fitness Center: Durable rubber flooring thickness to support existing equipment weight requirements, rubber base, painted walls, acoustic ceiling tile and grid. Note that the Fitness Center has been relocated.
- Credit Union: Carpet and to match existing space standard for location, rubber base, and paint. The interior partitions, furniture, and counter design and construction will be provided under a separate contract.
- Roof replacement of all the buildings is an Alternate. Remove gravel ballast and EPDM roof to existing sloped metal decking. Replace with TPO roofing system, provide maximum feasible insulation. Existing drain bodies, overflows, splash blocks, and roof pavers to be replaced. Existing vent and roof penetrations to remain. Pitch pockets to be created if required in specific areas. Replace base flashing around all roof penetrations. Counter flashing to remain when in acceptable condition. Flashing collars to be replaced when rusted or damaged beyond acceptable condition.
- Lightning protection to remain and be protected during construction.

#### **MECHANICAL:**

- The primary objective of the demolition is to replace the current outdated equipment except for the existing fin tubed radiation heaters on each floor. The existing fin tubed radiation heaters will remain as the primary source of heating for the buildings.
- Provide temporary cooling; heating; power, telecom, HVAC, and water bypass; and adjustments to all systems including the HVAC controls as required to allow the occupied areas remain in normal business during the construction.
- All controls for the Heating, Ventilating and Air Conditioning (HVAC) systems will be BACnet protocol Direct Digital Controls (DDC). The existing Building Management System is from Siemens.

#### **PLUMBING**

- All existing fixtures are to be replaced
- The main domestic water supply of the complex must be able to receive water from the Prince George County's Washington Suburban Sanitary S Commission (WSSC). Restore the physical piping connection from the WSSC water source.

## ELECTRICAL

- To upgrade electrical system components such as low voltage panels to compliance. Replace all the interior lighting fixtures with LED and provide lighting control system. Systems furniture will be provided a pre-wired harness consisting of 4 circuit conductors, 1 oversized neutral conductor, 1 full sized neutral conductor, and 2 separate equipment grounding conductors, in accordance with the furniture manufacturer's instructions. Existing switches/disconnects for mechanical and plumbing equipment will be demolished and new ones will be provided as necessary.
- Demolition of existing electrical equipment, receptacles, conduits, lighting and all related items in the construction areas.
- Existing lighting conduits and boxes can be reused if they are in good conditions and are suitable for new work. Note: If the contractor chooses to reuse existing components the contractor will be responsible for their ability to meet current needs and expandability indicated in the drawings and warranty these parts to the same extent as all other work under the contract.
- Existing power and telecom conduits and boxes below the raised floor can be reused if they are in good condition and are suitable for new work. Note: If the contractor chooses to reuse existing components the contractor will be responsible for their ability to meet current needs and expandability indicated in the drawings and warranty these parts to the same extent as all other work under the contract.
- Existing conduits for power, telecom and HVAC controls in other areas can be reused if they are in good conditions and are suitable for new work. Note: If the contractor chooses to reuse existing components the contractor will be responsible for their ability to meet current needs and expandability indicated in the drawings and warranty these parts to the same extent as all other work under the contract.
- Provide separate floor penetrations for power and telecom wiring.
- Reconnection or re-feed of all electrical components outside of construction areas affected by the demolition work.
- Provide power to all equipment required power.
- Reconnect the existing sub-metering (E-Mon D-Mon type) for computer rooms.

## TELECOMMUNICATION:

Telecommunications work shall include but limited to the following:

- The telecommunications infrastructure will be based on VoIP, AV., Security where applicable, and wireless systems. It is assumed that the UTP cable is to be Cat 6A and not Cat6e, as Cat 6e is not recognized by TIA/EIA or BICSI standards.
- Demolition of existing telecom equipment, outlets, and all related items in the construction areas.

- Reconnection or re-feed of all telecom components outside of construction areas affected by the phase 1 and 2 demolition work.

## **AUDIOVISUAL (AV)**

- The provided AV systems will be intuitive to operate by USDA users. The AV systems will be standardized across meeting space type and thus more easily managed by USDA technical staff.
- Digital Signage System: Digital signage displays will communicate information to both USDA employees and visitors. Content may include a TV signal and internally generated content. Digital signage display locations include:
  1. Lobby Stairs
  2. Pantry/Lounges
  3. Entry Building Lobby

## **WIRELESS**

- All access point locations will have two runs of CAT 6A UTP with Power-Over-Ethernet (POE).
- All necessary Wireless Lan Controllers (WLC), switches, and routers will be configured and provided by the client.

## **SECURITY**

- The security design will continue to use the existing access control (Lenel) and video management system (FLIR) to perform their respective functions but will be integrated to form an integrated security management system (SMS). The security systems must be interoperable with each other so that seamless integration can be achieved with minimal interaction from systems operators and administrators. Therefore, activation of the intrusion detection devices should activate recording devices and alert security personnel via on screen icons, e-mails or by text messaging if needed. The ability to push situational events occurring at the facility to static guards on post or to FPS designated monitoring center.
- Security Management System: The integrated security system requirements will contribute in the security of assets, mitigate security threats and allow the management of the USDA facility to make fast, effective emergency decisions on a timely basis. This will be accomplished by having secure access to the right information at the right time in the right context in a real-time basis. To achieve this capability, the following systems and devices are specified:

- A. Fix and PTZ Cameras: A combination of fix, multi-head and Pan-Tilt-Zoom (PTZ) cameras strategically placed throughout the facility to provide real-time video images of areas of interest such as lobby entrance, telecom rooms, elevator lobbies, child care areas, file rooms, server rooms and other areas deemed of importance by the management of the USDA.
- B. Video Recording and Management System: a robust video recording and management system that stores high definition video for a minimum of 30 days
- C. Access Control System: add card readers at doors to areas where access needs to be restricted and controlled such as telecom rooms, file rooms, computer testing labs, server room, freight elevator, perimeter entrances doors, child care and other areas deemed of importance by the management of the USDA.
- D. Access Control Readers: Design readers that can use single or two factor authentications (card only and card and pin). Single factor readers will be use at most of the secure doors throughout the facility, while two factors will be required at access to telecom, server and computer rooms.
- E. Hands free Intercom: The intercom will be used to provide two-way communication between secure and non-secure spaces within the facility
- F. Panic Buttons: these will be used to provide an alert to the security operation center (SOC) when activated by someone in distress, they will be placed in the childcare, credit union and gym as well as other areas as deemed necessary by the management of USDA.

## **LIFE SAFETY, FIRE SUPPRESSION AND FIRE ALARM:**

The fire suppression work focuses on removing and replacing all sprinkler heads throughout the facility. Existing main lines and branch lines will remain as-is in most of the building, except for specialty spaces with pre-action systems that are turning into general office space and spaces that will be impacted by any new ceiling work done in the facility. The fire alarm work replaces the entire existing fire alarm system with a new addressable, voice evacuation fire alarm system.

Phasing of the installation of the new fire alarm system and demolition of the old system will be considered with a two-phased demolition plan of the site. Life safety plans are provided for all four buildings on the site. A code analysis looking at NFPA 101 egress and IBC construction information is provided. Floor plans show occupant loads, egress capacities, travel distances, and wall fire ratings.

### **Fire Suppression**

The fire suppression system is independent in each of the buildings on the site. Each building has an independent backflow preventer, flow switch, and main drain. The incoming line at building 1 is on the lower level in the mechanical room. The incoming line in building 2 is on the lower level in a sprinkler closet. The incoming line in buildings 3 and 4 is on the first floor in a sprinkler closet. Each staircase has an existing standpipe with a hose valve. There is also a hose valve in the links of buildings 1 and 2



on the lower level, first floor, and second floors and buildings 3 and 4 on the first floors and second floors. Floor control valves are in each staircase, and they connect through a gridded fire suppression system on each floor.

The existing piping throughout the building will stay as-is. The existing sprinkler heads and associated drops will be removed/replaced. New sprinkler heads will be spaced following NFPA 13 requirements and will clear up all sprinkler head deficiencies in the building evaluation report.

### **Fire Alarm**

The existing fire alarm system has reached the end of its life and will be replaced. The building is being demolished in two phases. All existing devices will be removed from the entire facility in two separate construction phases. Buildings 3 and 4 will be under construction with occupants in the rest of the facility. The existing fire alarm control panel and devices will need to remain in service while the new fire alarm control panel and associated devices are installed, tested, and notice is given from the AHJ to demolish the existing equipment in buildings 3 and 4.

While buildings 1 and 2 are under construction, occupants will be in buildings 3 and 4 as well as specific spaces in buildings 1 and 2. The existing fire alarm control panel and devices will still need to remain in service while the new fire alarm devices are installed, tied into the new fire alarm control panel, tested, and notice is given from the AHJ to demolish the existing equipment in buildings 3 and 4 as well as the existing fire alarm control panel. Existing smoke detectors shown throughout the facility are newly installed. They will be removed and replaced in the same locations but tied into the new fire alarm system. A new addressable voice evacuation fire alarm system will be installed throughout all the buildings. The main fire alarm control panel will be installed in the existing fire alarm control room. Fire alarm annunciators will be placed in the main lobby of the building at the security desk.

### **Life Safety**

The George Washington Carver Center consists of four buildings interconnected with links. Two of the buildings (Building 1 and 2) are three stories in height with a penthouse. Two of the buildings (building 3 and 4) are two stories in height with a penthouse. The buildings consist of assembly, business, storage and educational/daycare occupancies. The construction of the existing building is a Type IIB construction. The daycare on the lower level of Building 2 is separated from the office occupancy by 2-hour fire walls. The cafeteria, classified as an A-3 occupancy, and the kitchen areas on the first floor of building 1 are separated from the business occupancies by 1-hour fire walls. Vertical shaft openings that are 3 stories or less are separated by a 1-hour fire rated separation. Vertical shaft openings 4 or more stories are separated by a 2-hour fire rated separation. Each floor has two staircases and a 2-hour fire rated exit through a link to an adjacent building. One of the staircases egresses directly outside and the other staircase enters the first level of each floor with a direct path to exit outside.

## **PART 2 – EXECUTION**

### **QUALITY CONTROL**

Contractor shall coordinate inspections, tests, punch list, and final inspection through the Contracting Officer Representative (COR). Any rejected work shall be corrected to the satisfaction of the Government at no additional cost to Government.

## **PART 3 - MISCELLANEOUS REQUIREMENTS**

### **3.1 WORK SEQUENCE**

#### **3.1.1 COORDINATION**

Coordinate construction schedules and construction operations with the COR. All changes and matters related to costs and times must be approved by the Contracting Officer prior to actual purchasing and installation.

#### **3.1.2 PERIOD OF PERFORMANCE**

The construction for each phase must be completed per attached Two-Phase Approach Timeline or as specified in the contract document. In case of conflict, the timeline in the contract section shall prevail.

The contractor shall be working in and around an occupied building and must plan their work accordingly. The normal working hours of the building occupants are from 6:00 AM through 6:00 PM, Monday thru Friday. The noise producing activities, like jack hammering and core drilling and power and utility outages, must be performed after normal hours and/or in weekends. Any work requiring power and utility outages must be scheduled fourteen (21) working days in advance.

### **3.2 DELIVERY**

The contractor shall coordinate material delivery and on-site storage with COR. The delivery times may be limited due to availability of security guards and disruption to building occupants. There is NO on-site storage of any hazardous materials; the onsite storage is limited to the available space; the items stored are at the contractor's own risk.

### **3.3 DISPOSAL OF REMOVED MATERIALS, EQUIPMENT and DEBRIS**

The contractor shall be responsible for the off-site disposal of all removed materials per applicable Federal, State, and local environmental disposal laws and regulations. The USDA reserves the right to retain any parts or components that may be useful for the ongoing maintenance or service

of their other equipment. All debris shall be removed daily. Debris shall not be permitted to accumulate unless deposited in containers acceptable by the COR. The contractor shall insure that the work place is cleaned including mop-cleaning common areas at the end of each workday.

### **3.4 SAFETY AND FIRE PREVENTION**

The contractor shall comply with all safety and fire prevention rules from Federal, State, and local construction regulations regarding work zone. The contractor shall obtain a “Hot Work Permit” or “burn permit” from USDA prior to performing welding, soldering, or cutting which generates heat and/or flammable debris. The Hot Work Permit shall be kept at the site where work is being performed for the period granted. Besides fire extinguisher and fire blanket, the Hot Work Permit requires a separate person who must be present at the welding and hot cutting spot to perform the fire watch duty throughout the entire welding and/or hot cutting process.

### **3.5 SECURITY REQUIREMENTS**

The contractor shall comply with USDA security regulations for identification passes for all workers. Additional information can be found at <https://oo.dm.usda.gov/howto/how-do-i-receive-hspd-12-or-site-badge-and-where-identification-office-located>.

### **3.6 PARKING**

Parking will be allowed only in the designated parking space.

### **3.7 GOVERNMENT-FURNISHED MATERIALS**

None.

### **3.8 SUBMITTALS**

#### **CONSTRUCTION SUBMITTALS**

The contractor to submit five (5) hard copies and (1) digital for each for the following items unless specified otherwise for the Government’s review and approval prior to ordering equipment and materials and/or starting construction. (1) hard copy is to be sent to a consulting firm in the District of Columbia (DC), (3) to the USDA office in DC, and (1) to the USDA project management team at GWCC. The items below are the minimum and government may request submission of additional items as deemed necessary.

- See contract documents, plans and specifications for detailed requirements for each discipline or equipment
- Construction schedule
- Schedule of values
- QC Plan and Safety Plan
- O/M Manuals
- Test plans and result

- Project close-out package including the as-built drawings in Acad and pdf files, warranty certificates and contact information. Close-out package shall be submitted within 14 calendar days after successful completion of the project.

The government review time for each submission shall be no longer than seven (7) calendar days except as noted below.

Note: Additional review time may be required for the review of special categories such as Fire Alarm/sprinkler, HVAC controls, and items which requires the review of local government and/or other Federal agencies.

### **3.9 WARRANTY AND PROJECT CLOSEOUT PACKAGE**

The contractor shall warranty materials and labor for a period of at least 12 months, or as per the periods in the specifications, or as per manufacturer's warranty periods, whichever is greater, from the signed date indicating satisfactory completion of the contract including punch list items. Any device requiring warranty service shall be repaired and/or replaced by the contractor and processed per the manufacturer's policy.

The contractor shall provide two (2) hard copies and one (1) electronic copy of O/M manuals with warranty information and contact phone numbers. All necessary training and equipment startup shall be done by a factory technician or manufacturer representative.

### **3.10 AS-BUILT DRAWINGS**

The contractor shall provide the government with (2) copies of completed ½ size as-built drawings and two (2) electronic copies on thumb drives to the Government prior to project closeout.

### **3.11 LIQUIDATED DAMAGES**

The Government will assess the contractor a liquidated charge in the amount of \$28,000.00 per calendar day if the project is not completed in the specified contractual period of performance.

## **PART 4 SPECIAL CONSIDERATIONS**

- Provide barricades and alternate paths/signs to guide building occupants for area outside the primary construction zone.
- Contractors are encouraged to attend the pre-proposal walkthrough to factor in the existing conditions in their proposal.
- The contractor must conduct weekly meeting, prepare, and distribute meeting minutes to all interested parties.
- Submit a brief daily work report (e-mail COR before 8:00AM next day) describing the work being performed, number of workers onsite, time in, time out, problems/issues required attentions, and incidents. Inform COR as soon as possible of issues which impact the work flow.
- Work shall be coordinated through the COR or Alt COR

- New equipment shall meet the physical constraints of the existing rooms or areas and the required factory specified clearances; include in the proposal for any modification to make it fit.

## **PART 5 - ATTACHMENTS**

See Section J

Draft

## **Section D**

This Page is intentionally blank as there are no Packing and Marking requirements

## **Section E**

### **Inspection and Acceptance**

#### **52.246-12 Inspection of Construction.**

##### **Inspection of Construction (Aug 1996)**

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not-

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this- section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may-

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.)

**52.246-21 Warranty of Construction. (MAR 1994)**



## Section F

### Deliveries or Performance

#### **52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984)**

- i. The Contractor shall be required to (a) commence work under this contract within 14 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **21 Months** from the date of the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

#### **52.211-12 Liquidated Damages - Construction. (SEP 2000)**

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$28,000.00 for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

#### **DELIVERY**

The offeror shall coordinate material delivery and on-site storage with USDA. The delivery times may be limited due to availability of security guards and disruption to building occupants. The D/B contractor shall store materials/equipment on-site at their own risk. The on-site storage of materials for this project will be limited to the respective electrical vaults or available storage space. Store materials without creating any hazard conditions and accessibility to equipment.

## Section G

### Contract Administration Data

#### CONTRACTING MANAGEMENT

Notwithstanding the contractor's responsibility for total management during performance of the contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during performance of the work.

##### **Contracting Officer's Representative (COR)**

Hossein Amini is designated the COR with authority to monitor all technical aspects and assist in the administration of the contract. The types of action within the purview of the COR's authority are to assure the contractor performs requirements of the contract; to perform, or cause to be performed inspections necessary in connection with performance with the contractor concerning the aspects of the contract within his purview; to issue written interpretation of technical requirements of Government drawings, designs, and specifications; to monitor the Contractor's performance under the contract and to notify the contractor and the Contracting Officer of any deficiencies observed; and to coordinate Government furnished property availability and provide site entry of Contractor personnel if required.

##### **-Contracting Officer (CO)**

All contract administration will be completed by the Contracting Officer. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of the work shall be done without a supplemental agreement (modification) executed by the Contracting Officer authorizing such changes.

#### CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make any changes and approve any changes in any of the requirements of the contract, and not within standing any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

#### INVOICING INSTRUCTION (FIRM-FIXED PRICED)

- (a) Invoices shall be prepared and submitted in accordance with the provisions of clause 52.232-7, "Prompt Payment for Construction Contracts."

- (b) Invoices, in draft should be emailed to the Contracting Officer and Contracting Officer Representative for review prior to submission into IPP.gov .
- (c) Payments will not be made more frequently than once per month.
- (d) Invoices must identify the contractor's tax identification number
- (e) The following information must be included in each request for progress payment:
  - a. A listing of the amount included for work performed by each subcontractor under the contract.
  - b. A listing of the total amount of each subcontract under the contract.
  - c. A listing of the amounts previously paid each subcontractor under the contract.

## CONTRACT ADMINISTRATION

This contract will be administered by the Contracting Officer, Todd Lennox USDA/DA/OCP Procurement Operations Division. All matters related to the performance of this contract, and all correspondence shall be coordinated with and directed to the Contracting Officer:

Todd Lennox  
Contracting Officer  
USDA/DA/OCP – Procurement Operations Division  
Patriots Plaza III  
355 Est Street, SW, 10<sup>th</sup> floor  
Washington, DC 20024

## Section H

### Special Contract Requirements

#### H.1 REQUIREMENT FOR INSURANCE

#### H.2 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (FAR 52.228-5) (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-

(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.

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

#### H.3 PERFORMANCE AND PAYMENT BONDS – CONSTRUCTION (FAR 52.228-15) (OCT 2010)

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

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

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

(1) *Performance bonds (Standard Form 25).* 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).* 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 6 F01,  
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.

## SUBCONTRACT DATA

The contractor shall submit an executed Statement and Acknowledgement (Standard Form 1413), to the Contracting Officer for every subcontractor (including every subcontractor of the second or lower tier) that will be performing work at the construction site. This shall be done before the subcontractor begins work. This form provides an acknowledgement by the subcontractor that mandatory “flown-down” contract clauses have been included in his/her contract in accordance with FAR Clause 52.222-11. A copy of the SF-1442 will be given to the Contractor at time of award. Completing this form creates no contractual relationship between the subcontractor and the Government.

## NOTIFICATION OF MILLER ACT PAYMENT PROTECTION

- (a) This notice clause shall be inserted in all first-tier subcontractors in all their subcontracts and shall contain the surety which has provided the payment bond under the prime contract.
- (b) Persons believing that they have legal remedies under the Miller Act should consult their legal advisor regarding the proper steps to take to obtain these remedies. This notice clause does not provide any party any rights against the Federal Government and any private party.
- (c) The surety which provided the payment bond under the prime contract is:

Name:  
Street Address:  
City, State, Zip Code  
Contact and Telephone No.

## H.4 PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes Clause or any other provision of this contract such costs shall be in accordance with the contract cost principles and procedures in Federal Acquisition Regulation Part 31.

## Part II Section I

### Contract Clauses

**52.202-1 Definitions. (JUL 2004)**

**52.203-3 Gratuities. (APR 1984)**

**52.203-5 Covenant Against Contingent Fees. (APR 1984)**

**52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)**

**52.203-7 Anti-Kickback Procedures. (OCT 2010)**

**52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)**

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (SEP 2007)**

**52.203-13 Contractor Code of Business Ethics and Conduct. (APR 2010)**

**52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights. (APR 2014)**

**52.204-2 Security Requirements. (AUG 1996)**

**52.204-4 Printed or Copied Double-Sided on Recycled Paper. (MAY 2011)**

**52.204-7 System for Award Management. (JUL 2013)**

**52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)**

**52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)**

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (DEC 2019)**

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

(a) Definitions. As used in this provision—

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

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

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

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

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

(d) Representation. The Offeror represents that it ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

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

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

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

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

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



**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019)**

**52.204-26 Covered Telecommunications Equipment or Services-Representation. (DEC 2019)**

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

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

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

**52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUL 2013)**

**52.211-13 Time Extensions. (SEP 2000)**

**52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OF PRICING DATA**

**52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH (APR 1991)  
LANGUAGE**

**52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)**

**52.215-11 Price Reduction for Defective Cost or Pricing Data – Modifications. (OCT 1997)**

**52.215-13 Subcontractor Cost or Pricing Data – Modifications. (OCT 1997)**

**52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications. (OCT 1997)**

**52.219-8 Utilization of Small Business Concerns. (OCT 2018)**

**52.222-3 Convict Labor. (JUN 2003)**

**52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation. (JUL**

2005)

**52.222-6 Davis-Bacon Act. (AUG 2018)**

**52.222-7 Withholding of Funds. (FEB 1988)**

**52.222-8 Payrolls and Basic Records. (JUN 2010)**

**52.222-9 Apprentices and Trainees. (JUL 2005)**

**52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)**

**52.222-11 Subcontracts (Labor Standards). (JUL 2005)**

**52.222-12 Contract Termination – Debarment. (FEB 1988)**

**52.222-13 Compliance with Davis-Bacon and Related Act Regulations. (FEB 1988)**

**52.222-14 Disputes Concerning Labor Standards. (FEB 1988)**

**52.222-15 Certification of Eligibility. (FEB 1988)**

**52.222-21 Prohibition of Segregated Facilities. (FEB 1999)**

**52.222-26 Equal Opportunity. (MAR 2007)**

**52.222-27 Affirmative Action Compliance Requirements for Construction. (FEB 1999)**

**52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006)**

**52.222-36 Affirmative Action for Workers with Disabilities. (JUN 1998)**

**52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006)**

**52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)**

**52.222-50 Combating Trafficking in Persons. (JAN 2019)**

**52.222-54 Employment Eligibility Verification. (JAN 2009)**

**52.223-1 – Biobased Product Certification (MAY 2012).**

**52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)**

**52.223-3 Hazardous Material Identification and Material Safety Data. (JAN 1997)**

**52.223-5 – Pollution Prevention and Right-to-Know Information (May 2011)**

**52.223-10 – Waste Reduction Program MAY 2011.**

**52.223-11 – Ozone-Depleting Substances (MAY 2011)**

**52.223-14 Toxic Chemical Release Reporting. (AUG 2003)**

**52.223-15 Energy Efficiency in Energy-Consuming Products. (DEC 2007)**

**52.223-3 Hazardous Material Identification and Material Safety Data. (JAN 1997)**

**52.223-5 Pollution Prevention and Right-to-Know Information. (AUG 2003)**

**52.223-6 Drug-Free Workplace. (MAY 2001)**

**52.223-14 Toxic Chemical Release Reporting. (AUG 2003)**

**52.223-15 Energy Efficiency in Energy-Consuming Products. (DEC 2007)**

**52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts. (MAY 2008)**

**52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)**

**52.225-9 Buy American Act – Construction Materials. (MAY 2014)**

(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 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.

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

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

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

(ii) The construction material is a COTS item.

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

“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 component test of the Buy American statute is waived for construction material that is a COTS item. (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:

---

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

(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 statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

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

(c) Request for determination of inapplicability of the Buy American statute. (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(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.

(End of provision)

## **52.225-11 Buy American Act – Construction Materials under Trade Agreements. (OCT 2019)**

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

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

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

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

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

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

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

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

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

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

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

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

“Cost of components” means-

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

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

“Designated country” means any of the following countries:

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

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

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

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

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

“Domestic construction material” means-

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

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

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

(ii) The construction material is a COTS item.

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

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

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

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

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

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

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

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

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

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

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

(b) Construction materials.



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

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

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

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

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			

Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

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

*[Include other applicable supporting information.]*

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

(End of clause)

### **52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)**

### **52.225-23 Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials under Trade Agreements. (OCT 2019)**

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

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

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency lifesafety 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.

“Designated country” means any of the following countries:

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

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

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

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

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

“Domestic construction material” means the following:

(1) An unmanufactured construction material mined or produced in the United States. (The Buy American statute applies.)

(2) A manufactured construction material that is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States. (Section 1605 of the Recovery Act applies.)

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

“Free trade agreement (FTA) country construction material” means a construction material that-

(1) Is wholly the growth, product, or manufacture of an FTA country; or

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

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

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

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

“Manufactured construction material” means any construction material that is not unmanufactured construction material.

“Nondesignated country” means a country other than the United States or a designated country.

“Recovery Act designated country” means any of the following countries:

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

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

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

“Recovery Act designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

“Unmanufactured construction material” means raw material brought to the construction site for incorporation into the building or work that has not been-

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

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

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

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

(b) *Construction materials.*

(1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) do not apply to Recovery Act designated country manufactured construction material. The restrictions of the Buy American statute do not apply to designated country unmanufactured construction material. Consistent with U.S. obligations under international agreements, this clause implements-

(i) Section 1605 of the Recovery Act by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was 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, except metallurgical processes involving refinement of steel additives); and.

(ii) The Buy American statute by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a nondesignated country.

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

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

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

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

(A) The cost of domestic manufactured construction material is unreasonable when the cumulative cost of such material, when compared to the cost of comparable foreign manufactured construction material, other than Recovery Act designated country construction material, will increase the overall cost of the contract by more than 25 percent;

(B) The cost of domestic unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of comparable foreign unmanufactured construction material, other than designated country construction material, by more than 6 percent;

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

(iii) The application of the restriction of section 1605 of the Recovery Act to a particular manufactured construction material would be inconsistent with the public interest or the application of the Buy American statute to a particular unmanufactured construction material would be impracticable or inconsistent with the public interest.

*(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American statute.*

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(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)(4) of this clause.

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

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(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 section 1605 of the Recovery Act or 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 cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American statute applies, use of foreign construction material other than manufactured construction material from a Recovery Act designated country or unmanufactured construction material from a designated country is noncompliant with the applicable 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 (Nondesignated Country) and Domestic Construction Materials Cost Comparison

Construction Material Description	Unit of Measure	Quantity	Cost (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<p>[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]</p> <p>[Include other applicable supporting information.]</p> <p>[* Include all delivery costs to the construction site.]</p>			

(End of clause)

**52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (AUG 2018)**

**52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises.**



**(JUN 2000)**

**52.227-1 Authorization and Consent. (DEC 2007)**

**52.228-2 Additional Bond Security. (OCT 1997)**

**52.228-5 Insurance – Work on a Government Installation. (JAN 1997)**

**52.228-11 Pledges of Assets. (SEP 2009)**

**52.228-12 Prospective Subcontractor Requests for Bonds. (OCT 1995)**

**52.228-14 Irrevocable Letter of Credit. (DEC 1999)**

**52.228-15 Performance and Payment Bonds – Construction. (OCT 2010)**

**52.229-3 Federal, State, and Local Taxes. (APR 2003)**

**52.232-5 Payments under Fixed-Price Construction Contracts. (May 2014)**

**52.232-23 Assignment of Claims. (JAN 1986)**

**52.232-27 Prompt Payment For Construction Contracts. (OCT 2008)**

**52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration. (OCT 2003)**

**52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)**

**52.233-1 Disputes. (JUL 2002)**

**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:

Initial Solicitation or Following award Only:

USDA, DA/OCP  
Procurement Operations Division,  
Patriots Plaza III, 355 Est Street, SW, 10<sup>th</sup> floor  
Washington, DC 20024

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)

**52.233-3 Protest after Award. (AUG 1996)**

**52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**

**52.236-2 Differing Site Conditions. (APR 1984)**

**52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)**

**52.236-5 Material and Workmanship. (APR 1984)**

**52.236-6 Superintendence by the Contractor. (APR 1984)**

**52.236-7 Permits and Responsibilities. (NOV 1991)**

**52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)**

**52.236-10 Operations and Storage Areas. (APR 1984)**

**52.236-11 Use and Possession Prior to Completion. (APR 1984)**

**52.236-12 Cleaning Up. (APR 1984)**

**52.236-13 Accident Prevention. (NOV 1991)**

**52.236-14 Availability and Use of Utility Services. (APR 1984)**

**52.236-15 Schedules for Construction Contracts. (APR 1984)**

**52.236-17 Layout of Work. (APR 1984)**

**52.236-21 Specifications and Drawings for Construction. (FEB 1997)**

**52.236-26 Preconstruction Conference. (FEB 1995)**

**52.236-28 Preparation of Proposals-Construction.**

**52.242-13 Bankruptcy. (JUL 1995)**

**52.242-14 Suspension of Work. (APR 1984)**

**52.243-4 Changes. (JUN 2007)****52.243-7 Notification of Changes. (JAN 2017)**

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within \_\_\_\_ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
  - (i) What line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within \_\_\_\_ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.*

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay

resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

*Note:* The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

#### **52.244-6 Subcontracts for Commercial Items. (AUG 2019)**

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

"Commercial item" and "commercially available off-the-shelf item" have the meanings contained in Federal Acquisition Regulation [2.101](#), Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct 2015*) ([41 U.S.C. 3509](#)), if the subcontract exceeds \$5.5 million and has a performance period of more than 120 days. 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.

(ii) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (*Jun 2010*) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (*Jan 2017*).

(iv) [52.204-21](#), Basic Safeguarding of Covered Contractor Information Systems (*Jun 2016*), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause [52.204-21](#).

(v) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul 2018*) (Section 1634 of Pub. L. 115-91).

(vi) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vii) [52.219-8](#), Utilization of Small Business Concerns (*Oct 2018*) ([15 U.S.C.637](#)(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(viii) [52.222-21](#), *Prohibition of Segregated Facilities* (*Apr 2015*).

(ix) [52.222-26](#), Equal Opportunity (*Sept 2015*) (E.O.11246).

(x) [52.222-35](#), Equal Opportunity for Veterans (*Oct 2015*) ([38 U.S.C.4212\(a\)](#));

(xi) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul 2014*) ([29 U.S.C.793](#)).

(xii) [52.222-37](#), Employment Reports on Veterans (*Feb 2016*) ([38 U.S.C.4212](#))

(xiii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec 2010*) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xiv)

(A) [52.222-50](#), Combating Trafficking in Persons (*Jan 2019*) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(B) Alternate I (*Mar 2015*) of [52.222-50](#)([22 U.S.C. chapter 78](#) and E.O. 13627).

(xv) [52.222-55](#), Minimum Wages under Executive Order 13658 (*Dec 2015*), if flow down is required in accordance with paragraph (k) of FAR clause [52.222-55](#).

(xvi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause [52.222-62](#).

(xvii)

(A) [52.224-3](#), Privacy Training (*Jan 2017*) ([5 U.S.C. 552a](#)) if flow down is required in accordance with [52.224-3](#)(f).

(B) Alternate I (*Jan 2017*) of [52.224-3](#), if flow down is required in accordance with [52.224-3](#)(f) and the agency specifies that only its agency-provided training is acceptable).

(xviii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xix) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (*Dec 2013*), if flow down is required in accordance with paragraph (c) of FAR clause [52.232-40](#).

(xx) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb* 2006) ([46 U.S.C. App.1241](#) and [10 U.S.C.2631](#)), if flow down is required in accordance with paragraph (d) of FAR clause [52.247-64](#)).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

#### **52.245-1 Government Property. (JAN 2017)**

#### **52.245-2 Government Property Installation Operation Services. (APR 2012)**

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an “as-is, where is” condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

\_\_\_\_\_ None \_\_\_\_\_

(End of clause)

#### **52.245-9 Use and Charges. (JUN 2007)**

#### **52.248-3 Value Engineering – Construction. (OCT 2010)**

#### **52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012), Alternate (SEP 1996)**

**52.249-10 Default (Fixed-Price Construction). (APR 1984)****52.251-1 Government Supply Sources. (APR 1984)****52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/> and [www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

(End of clause)

**52.252-4 Alterations in Contract. (APR 1984)**

Portions of this contract are altered as follows: [ ]

(End of clause)

**52.252-6 Authorized Deviations in Clauses. (APR 1984)**

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

(b) The use in this solicitation or contract of any \_\_\_\_\_. [*insert regulation name*] (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**52.253-1 Computer Generated Forms. (JAN 1991)****52.204-70 Inquiries. (FEB 1988)**

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

(End of provision)

**52.211-72 Statement of Work/Specifications. (FEB 1988)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities



(except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

(End of Clause)

**52.211-73 Attachments to Statements of Work/Specifications. (FEB 1988)**

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

(End of Clause)

**52.211-74 Period of Performance. (FEB 1988)**

The period of performance of this contract is **21 months from notice to proceed (NTP)** from [NTP] through [December 31, 2021]

(End of Clause)

\*Contracting Officer shall insert the appropriate dates.

**52.215-73 Post-award Conference. (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled within (7) days after the date of contract award.

(End of Clause)

\*Contracting officer to insert number of days and location.

**52.232-70 Reimbursement for Bond Premiums – Fixed-Price Construction Contracts. (NOV 1996)**

The Contract Price includes the total amount for premiums that the Contractor attributes to the furnishing of performance and payment bonds required by the contract. Reimbursement for bond premiums under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, shall not cover any amount therefor not included in the contract price.

(End of clause)

**52.236-71 Prohibition Against the Use of Lead-Based Paint. (NOV 1996)**

Neither the Contractor nor any subcontractor performing under this contract shall use paints

containing more than 0.06 of 1 percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint, or the equivalent measure of lead in the dried film of paint already applied, or both.

(End of clause)

**52.236-72 Use of Premises. (NOV 1996)**

- A. Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.
- B. Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the work force at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

(End of clause)

**52.236-73 Control of Erosion, Sedimentation, and Pollution. (NOV 1996)**

- A. Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).
- B. Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged on the ground; into or nearby rivers, streams, or impoundments; or into natural or man-made channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.
- C. Mechanized equipment shall not be operated in flowing streams without written approval by the Contracting Officer.

(End of clause)

**52.236-75 Maximum Workweek – Construction Schedule. (NOV 1996)**

Within **(10) ten calendar days** after receipt of a written request from the Contracting Officer, the Contractor must submit the following in writing for approval:

- A. A schedule as required by FAR clause 52.236-15, Schedules for Construction Contracts, and

- B. The hours (including the daily starting and stopping times) and days of the week the Contractor proposes to carry out the work.

The maximum workweek that will be approved is **(40) forty hours**.

(End of clause)

\*Contracting Officer shall insert appropriate number of days and hours and/or days.

#### **52.236-76 Samples and Certificates. (FEB 1988)**

When required by the specifications or the Contracting Officer, samples, certificates, and test data shall be submitted after award of the contract, prepaid, in time for proper action by the Contracting Officer or his/her designated representative. Certificates and test data shall be submitted in triplicate to show compliance with materials and construction specified in the contract performance requirements.

Samples shall be submitted in duplicate by the Contractor, except as otherwise specified, to show compliance with the contract requirements. Materials or equipment for which samples, certifications or test data are required shall not be used in the work until approved in writing by the Contracting Officer.

(End of clause)

#### **52.236-77 Emergency Response. (NOV 1996)**

- A. Contractor's Responsibility for Fire Fighting. (1) The Contractor, under the provisions of FAR clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. (2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.
- B. Contractor's Responsibility for Notification in Case of Fire. The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.
- C. Contractor's Responsibility for Responding to Emergencies. When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to firefighting). An equitable adjustment for the temporary use of employees and equipment will be made under the CHANGES clause, FAR 52.243-4.

(End of clause)

**52.237-70 Loss, Damage, Destruction or Repair. (FEB 1988)**

- A. For equipment furnished under this contract without operator, the Government will assume liability for any loss, damage or destruction of such equipment, not to exceed a total of \$[\*] except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees.
- B. For equipment furnished under this contract with operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligent or wrongful act(s) of Government employee(s) while acting within the scope of their employment.
- C. All repairs to equipment furnished under this contract shall be made by the Contractor and reimbursement, if any, shall be determined in accordance with (a) or (b) above. Repairs shall be made promptly and equipment returned to use within [\*\*] hours. In lieu of repairing equipment, the Contractor may furnish similar replacement equipment within the time specified. The Contractor may authorize the Government to make repairs upon the request of the Contracting Officer. In such case, the Contractor will be billed for labor and parts costs.

(End of Clause)

**52.237-75 Restrictions Against Disclosure. (FEB 1988)**

- A. The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.
- B. The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of Clause)

**52.237-76 Progress Reporting. (FEB 1988)**

The Contractor shall submit a progress report weekly, covering work accomplished during that period of the contract performance. The progress report shall be brief and factual and shall be prepared in accordance with the following format:

!A cover page containing:

- 1 Contract number and title;
- 2 Type of report, sequence number of report, and period of performance being reported;
- 3 Contractor's name and address;
- 4 Author(s); and
- 5 Date of report.
- 6 SECTION I – An introduction covering the purpose and scope of the contract effort. This shall be limited to one paragraph in all but the first and final month's narrative.
- 7 SECTION II – A description of overall progress plus a separate description of each task or other logical segment of work on which effort was expended during the report period. The description shall include pertinent data and/or graphs in sufficient detail to explain any significant results achieved.
- 8 SECTION III – A description of current technical or substantive performance, and any problem(s) which may impede performance along with proposed corrective action.
- 9 SECTION IV – A planning schedule shall be included with the first progress report for all assigned tasks required under the contract, along with the estimated starting and completion dates for each task. The planning schedule shall be updated and submitted with each subsequent technical progress report, including an explanation of any difference between actual progress and planned progress, why the differences have occurred, and – if behind planned progress – what corrective steps are planned.
- 10 SECTION V – If applicable, financial information shall be submitted for each major task or line item cost.

Data shall include:

- (1) The total estimated cost budgeted (fee excluded).

- (2) The estimated cost expended during the current reporting period.
- (3) Identification of direct labor hours of prime contractor and subcontractor(s) and/or consultant(s), if applicable.
- (4) Total project to-date expenditures.
- (5) Total remaining funds.

(End of Clause)

## Part III Section J

### List of Documents, Exhibits and Other Attachments

1. Davis-Bacon Wage Determination
2. Prior Experience Form
3. Past Performance Questionnaire
4. USDA GWCC – Vol 1 of 4 Bid Set *(link to be provided to firms selected for Phase Two)*
5. USDA GWCC – Vol 2 of 4 Bid Set *(link to be provided to firms selected for Phase Two)*
6. USDA GWCC – Vol 3 of 4 Bid Set *(link to be provided to firms selected for Phase Two)*
7. USDA GWCC – Vol 4 of 4 Bid Set *(link to be provided to firms selected for Phase Two)*
8. USDA GWCC – Specifications Volume 1 *(link to be provided to firms selected for Phase Two)*
9. USDA GWCC – Specifications Volume 2 *(link to be provided to firms selected for Phase Two)*
10. USDA GWCC FFE Final *(link to be provided to firms selected for Phase Two)*
11. USDA GWCC Kitchen Volume I Cutbook *(link to be provided to firms selected for Phase Two)*
12. USDA GWCC Kitchen Volume II Cutbook *(link to be provided to firms selected for Phase Two)*
13. Reference 1 USDA Design Package Bid Set *(link to be provided to firms selected for Phase Two)*
14. Reference 2 USDA GWCC Original Design Drawings *(Drawing Index on sheet A0-01) (link to be provided to firms selected for Phase Two)*
15. Contract Release of Claims
16. Contract Closeout Forms

**ATTACHMENT 15 Closeout (Post Award)**  
**CONTRACTOR'S RELEASE OF CLAIMS**

The undersigned Contractor, pursuant to the terms of the Contract #[ ] and in consideration of \$ \_\_\_\_\_, which has been paid under the said contract to the corporation:

**Contractor Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Address Cont'd:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

(hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract. If there are any outstanding claims against the Government, list the invoice number, date, and amount. If none exists, state "NONE." NONE

IN WITNESS WHEREOF, the signature of the undersigned for this Release of Claims executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by:

**SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

I certify that I am the official of the corporation named as Contractor in the foregoing Release of Claims to sign said Release of Claims on behalf of the Contractor and is the Official of said corporation; that said Release of Claims was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

**CORPORATE SEAL**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINT / TYPE NAME OF SIGNING OFFICIAL**

\_\_\_\_\_  
**TITLE OF SIGNING OFFICIAL**



**ATTACHMENT 16 Contract Closeout (Post Award)****CONTRACT COMPLETION STATEMENT**

(FAR 4.804-5b)

***The Contractor Must Obtain COR/TPM Signature and  
Return This Contract Completion Statement with the Final Contract Invoice***

1. Contracting Office:

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2. Contract Number:

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3. Last modification number:

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4. Last call or order number:

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5. Contractor Name, Address, Telephone:

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6. Contractor Contact Name and Email:

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7. Dollar amount of excess funds, if any:

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8. Final Invoice Number and date:

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9. Invoices, dates and amounts:

	INVOICE #	DATE	AMOUNT
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

*If more space is needed, please add to this chart.*

10. Total Dollar Amount Paid Under Contract: \_\_\_\_\_

CONTRACTOR CERTIFICATION:

I certify that all services have been performed in accordance with this contract terms and conditions; the contract is now complete and can be closed out. All USDA Badge, equipment, property, and documents have been returned the COR/TPMS and all required contract actions have been fully and satisfactorily accomplished.

\_\_\_\_\_  
(Contractor signature authority)  
(Telephone)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name & Title)

## Part III Section J

### List of Documents, Exhibits and Other Attachments

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15. Contract Release of Claims
16. Contract Closeout Forms

"General Decision Number: MD20200044 02/14/2020

Superseded General Decision Number: MD20190044

State: Maryland

Construction Type: Building

County: Prince George's County in Maryland.

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

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

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/07/2020
3	02/14/2020

ASBE0024-007 04/01/2019

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

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

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

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ASBE0024-010 04/01/2019

	Rates	Fringes
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ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER (Removal of hazardous material from ceilings, floors, mechanical systems, and walls).....	\$ 23.71	7.44
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a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

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BRMD0001-006 04/28/2019

	Rates	Fringes
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TILE SETTER.....	\$ 29.12	12.27
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BRMD0001-011 04/28/2019

	Rates	Fringes
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BRICKLAYER (Excluding Pointing, Caulking and Cleaning).....	\$ 32.00	11.56
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BRMD0001-012 04/28/2019

	Rates	Fringes
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MASON - STONE.....	\$ 38.81	18.29
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BRMD0001-013 04/28/2019

	Rates	Fringes
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TERRAZZO WORKER/SETTER.....	\$ 29.12	12.27
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CARP0197-001 05/01/2019

	Rates	Fringes
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CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Metal Stud Installation and Form Work).....	\$ 29.00	12.71
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CARP0219-001 05/01/2019

	Rates	Fringes
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MILLWRIGHT.....	\$ 35.99	11.23
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ELEC0026-021 09/02/2019

	Rates	Fringes
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ELECTRICIAN (Communication and Sound Equipment).....	\$ 28.55	11.28
--	----------	-------

ELEC0026-022 11/04/2019

	Rates	Fringes
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ELECTRICIAN (Including low voltage wiring for and installation of alarms, HVAC controls).....	\$ 46.85	19.45+a
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a. PAID HOLIDAYS: New Year's Day, Inauguration Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

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ELEV0010-001 01/01/2020

	Rates	Fringes
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ELEVATOR MECHANIC.....	\$ 47.02	34.765+a+b
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a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

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ENGI0077-017 05/01/2019

	Rates	Fringes
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## POWER EQUIPMENT OPERATOR:

Backhoe.....	\$ 32.42	9.50+a
Bulldozer.....	\$ 32.42	9.50+a

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

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IRON0005-011 06/01/2017

	Rates	Fringes
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IRONWORKER.....	\$ 31.15	20.63
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LABO0011-016 06/01/2018

	Rates	Fringes
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LABORER (Common or General).....	\$ 16.56	8.32
LABORER: Mason Tender - Cement/Concrete.....	\$ 24.22	8.32
LABORER: Pipelayer.....	\$ 24.22	8.32

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PAIN0051-014 06/01/2018

	Rates	Fringes
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## GLAZIER

Glazing Contracts \$2

million and under.....\$ 26.07	12.15
Glazing Contracts over \$2	
million.....\$ 30.31	12.15

-----  
PAIN0051-019 06/01/2018

Rates	Fringes
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## PAINTER

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

-----  
PLAS0891-005 07/01/2018

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

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\* PLAS0891-006 02/01/2020

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 28.82	11.68
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PLAS0891-008 08/01/2016

Rates	Fringes
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PLASTERER (Fireproofing  
Including Sprayer, Mixer, and  
Handler)

Handler.....\$ 16.50	4.89
Mixer/Pump.....\$ 18.50	4.89
Sprayer.....\$ 23.00	4.89

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PLUM0005-010 08/01/2019

Rates	Fringes
-------	---------

PLUMBER.....\$ 43.92	18.95+a
----------------------	---------

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

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PLUM0602-011 08/01/2019

Rates	Fringes
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PIPEFITTER (Including HVAC Pipe and System Installation)....\$ 43.14	21.87+a
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a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

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ROOF0030-016 07/01/2019

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

SFMD0669-001 04/01/2019

Rates Fringes

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

SHEE0100-015 07/01/2019

Rates Fringes

SHEET METAL WORKER (Including  
HVAC Duct Installation).....\$ 40.77 21.35+a

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

SUMD2010-092 08/04/2010

Rates Fringes

#### LABORER

Grade Checker.....	\$ 16.00	2.90
Landscape.....	\$ 9.23	0.00
Mason Tender - Brick.....	\$ 13.28	2.95
Mason Tender - Stone.....	\$ 14.03	0.00
Mason Tender for Pointing, Caulking and Cleaning.....	\$ 14.15	0.00
Mortar Mixer.....	\$ 16.61	9.08

POINTER, CAULKER, CLEANER,  
Includes pointing, caulking,  
cleaning of existing masonry,  
brick, stone and cement  
structures (restoration  
work); excludes pointing,  
caulking, cleaning of new or  
replacement  
masonry, brick, stone or  
cement.....\$ 19.14

#### POWER EQUIPMENT OPERATOR:

Asphalt Roller.....	\$ 21.35	5.38
Bobcat/Skid Loader.....	\$ 18.05	8.78
Boom.....	\$ 21.44	8.29
Crane.....	\$ 20.95	6.18
Excavator.....	\$ 20.00	0.00
Forklift.....	\$ 16.00	5.12
Gradall.....	\$ 20.50	8.42
Grader/Blade.....	\$ 14.50	5.18
Loader.....	\$ 24.00	5.40
Paver.....	\$ 17.47	6.36
Roller excluding Asphalt....	\$ 17.60	3.88

TILE FINISHER.....\$ 17.87 7.32

#### TRUCK DRIVER

Dump Truck.....	\$ 15.90	1.12
Tractor Haul Truck.....	\$ 17.87	9.98



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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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

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

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

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END OF GENERAL DECISION"

**Attachment 2****Factor 2: Prior Experience Form**

Provide the following information of the projects your company constructed within the past (7) years indicating experience with projects similar in type and scope. Use one form per project.

Type of project represented (construction or design and build):

Name of project:

Location of project:

Owner:

Original cost: \_\_\_\_\_ Final Cost: \_\_\_\_\_ Change Order Amount: \_\_\_\_\_

Original completion date: \_\_\_\_\_ Actual completion date: \_\_\_\_\_

Reason for the late completion: \_\_\_\_\_

General scope of construction project:

Your role (Prime, Joint Venture, or Subcontractor, etc.) and work your company self-performed:

Extent and type of work subcontracted out:

Were you assessed liquidated damages? If yes, explain

How many turnovers of your project manager in this project?

How many turnovers of your onsite superintendent in this project?

Owner's point of contact for reference (Name, company, and telephone):

Draft



<b>ATTACHMENT 3</b>
<b>PAST PERFORMANCE QUESTIONNAIRE (PPQ)</b>
<b>12314420B0001</b>

**Past Performance Questionnaire  
GWCC Modernization**

The Offeror shall complete Section 1 of this Attachment and provide a separate form to each of the Offeror's clients who are serving as their past performance references. Each client shall complete Section 2 of this form and respond by sending the completed form via e-mail to the USDA Contracting Specialist, Frederick Freeman at [Frederick.Freeman@usda.gov](mailto:Frederick.Freeman@usda.gov). Completed forms should be received no later than time and date of acquisition as stated on RFP.

**Section 1 – Contract Information (*to be completed by the Contractor*)**

Prime Contractor Company Name:	
Subcontractor(s)/Teaming Partner(s) Company Name(s):	
Program/Project Title:	
Contracting Agency/Company:	
Contract Number:	
Brief Contract Description: (include magnitude and level of complexity as compared to Internal Control/Financial Management Support Services RFQ/PWS)	
Contract Type: (e.g., firm-fixed-price, time-and- materials, cost plus)	
Period of Performance:	
From:	
To:	
Contract Value:	
Original Dollar Value:	
Final Dollar Value:	

Reason for Any Difference between Original and Final Dollar Values:	
Names of Key Personnel:	
Program/Project Manager:	
Functional Lead:	
Technical Lead:	
Others (provide positions/titles):	



**Section 2 – Client Information (to be completed by Offeror's Client)**

Note: To assist our Agency, in providing relevant performance feedback, the following is a brief description of our requirement is listed below.

USDA – Office of Operations(OO), Departmental Management(DM), Facility Management Division(FMD), Engineering Branch

The George Washington Carver Center (GWCC) of the United States Department of Agriculture (USDA) is an office complex which was built in 1997. It consists of four interconnected buildings and a small entry building called the Reception Building. Building 1 and 2 have three stories and Building 3 and 4 and Reception have two stories. The complex has an approximate 351,805 gross square feet and 276,109 usable square feet. The facility has a Cafeteria, Child Development Center with outdoor playground, Health Unit, Fitness Center, and a Credit Union. The entire campus size is approximately 73.7 acres which includes an 847-space surface parking lot as well as a separate outbuilding which houses the landscaping operation and a space for emergency generators and fuel tanks. The site also has a photovoltaic solar farm at the rear of the complex.

The project is for the modernization of all five buildings in a two-phase construction approach. Each phase is to be completed in a 10-month period. This work will require temporary drywall construction barriers for noise/vibration/dust/smoke control; provide also the temporary systems such as Heating Ventilating and Air Conditioning (HVAC), power, and water; and bypass and adjustment to allow occupants in the occupied zones and the Special Areas to conduct normal business during the construction. The Special Areas, shown in bid plans, are in B1 and they must remain in normal operations 24x7 year-round

Name:	
Agency/Company:	
Position Title:	
Telephone Number:	
E-mail Address:	
Mailing Address:	
Length of Time Involved with the Contract:	
Questionnaire Completion Date:	

Please rate the Contractor's performance on the identified program using the following scale:

Adjectival Rating	Definition
Exceptional	Quote is exceptional overall; fully addresses all aspects of the criteria and demonstrates an exceptional approach and understanding of the requirements. Several strengths and/or significant strengths exist which far outweigh any weaknesses.
Good	Quote is good overall; fully addresses all aspects of the criteria and demonstrates a good approach and understanding of the requirements. Some weaknesses may exist; however, the weaknesses, if any, are relatively insignificant and are outweighed by one or more strengths.
Satisfactory	Quote is satisfactory overall; addresses all aspects of the criteria and demonstrates an adequate understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance.
Marginal	Quote is marginal overall; fails to address all of the criteria and does not demonstrate an adequate approach or understanding of the requirements. One or more weaknesses exist which are not offset by strengths.
Unsatisfactory	Quote does not address all aspects of the criteria and/or does not present evidence demonstrating an understanding of the requirements. Many weaknesses and/or omissions exist.

Assessments should reflect only contract performance for which the Contractor is responsible. If an unsatisfactory rating is given, please provide more details in the comments section.

Rating Scale: E=Exceptional, G=Good, S=Satisfactory, M = Marginal, U = Unsatisfactory		E	G	S	M	U
QUALITY						
1.	Overall quality of the project					
2.	Qualifications and quality of performance of key management/design/maintenance personnel to perform the requirements of the project					
3.	Accuracy of the recordkeeping procedure and ability to prepare accurate and timely reports					
4.	Procedures that ensured that the level of quality remained constant throughout the life of the project					
5.	Adequacy, relevance, and reasonableness of the quality control approach, procedures, documentation, and methods					

Rating Scale: E=Exceptional, G=Good, S=Satisfactory, M = Marginal, U = Unsatisfactory		E	G	S	M	U
6.	Ability to implement effective corrective actions and improvements					
7.	Qualifications of subcontractors and/or teaming partners					
8.	Quality of products, materials, and services received for the price paid					
Comments:						
TIMELINESS						
9.	Timeliness in completing the overall project					
10.	Provide requisite expertise resulting in the completion of tasks/milestones/deliverables within the established or set time schedule under the current contract					
Comments:						

BUSINESS RELATIONSHIP						
11.	Relationship with client technical and functional personnel					
12.	Relationship with Contracting Office					
13.	Relationship with subcontractors					
14.	Cooperation and innovation in problem solving					
15.	Compliance with the terms of the contract					
Comments:						
MANAGEMENT PERFORMANCE						
16.	Adequate and complete management plan					
17.	Adequacy of subcontractor management procedures					
18.	Availability and accessibility of Contractor organization's key personnel					
19.	Availability and accessibility of Contractor organization's senior management personnel					
20.	Turnover rate of Key Personnel					
21.	Quality of risk/issue identification, escalation and mitigation/resolution procedures					
22.	Ability to accommodate changes to the baseline schedule resulting in earlier deadlines					
23.	Overall Rating					
Comments:						

QUESTIONS	Y	N	REMARKS
If you had a choice, would you contract with this contractor again? If no, why not? If yes, does the contractor have any particular performance strong points?			
Did the end product or services meet contractual requirements, particularly with respect to the quality provided?			
Did the contractor make contractual and administrative deliveries on time? If not, why not, and what specific delivery dates were not met?			
Did the contractor complete the effort within the budget? If not, were the cost growth or other cost control problems due to contractor inefficiency or lack of expertise? (Does not apply to fixed price contracts)			
Were contract changes made because of the manner of the contractor's performance, particularly with respect to delivery times and contract specifications?			
Was the contractor cooperative and responsive to your needs?			
If there were problems, did the contractor act promptly to resolve them?			
Additional Comments: Please include any other pertinent information such as awards the Contractor may have earned, ability to meet subcontracting plans, any incentive/disincentives earned/penalized, etc.			

**ATTACHMENT 15 Closeout (Post Award)**  
**CONTRACTOR'S RELEASE OF CLAIMS**

The undersigned Contractor, pursuant to the terms of the Contract #[ ] and in consideration of \$ \_\_\_\_\_, which has been paid under the said contract to the corporation:

**Contractor Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Address Cont'd:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

(hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract. If there are any outstanding claims against the Government, list the invoice number, date, and amount. If none exists, state "NONE." NONE

IN WITNESS WHEREOF, the signature of the undersigned for this Release of Claims executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by:

**SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

I certify that I am the official of the corporation named as Contractor in the foregoing Release of Claims to sign said Release of Claims on behalf of the Contractor and is the Official of said corporation; that said Release of Claims was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

**CORPORATE SEAL**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINT / TYPE NAME OF SIGNING OFFICIAL**

\_\_\_\_\_  
**TITLE OF SIGNING OFFICIAL**

**ATTACHMENT 16 Contract Closeout (Post Award)****CONTRACT COMPLETION STATEMENT**

(FAR 4.804-5b)

***The Contractor Must Obtain COR/TPM Signature and  
Return This Contract Completion Statement with the Final Contract Invoice***

1. Contracting Office:

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2. Contract Number:

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3. Last modification number:

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4. Last call or order number:

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5. Contractor Name, Address, Telephone:

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6. Contractor Contact Name and Email:

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7. Dollar amount of excess funds, if any:

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8. Final Invoice Number and date:

---

9. Invoices, dates and amounts:

	INVOICE #	DATE	AMOUNT
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			



*If more space is needed, please add to this chart.*

10. Total Dollar Amount Paid Under Contract: \_\_\_\_\_

CONTRACTOR CERTIFICATION:

I certify that all services have been performed in accordance with this contract terms and conditions; the contract is now complete and can be closed out. All USDA Badge, equipment, property, and documents have been returned the COR/TPMS and all required contract actions have been fully and satisfactorily accomplished.

\_\_\_\_\_  
(Contractor signature authority)  
(Telephone)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name & Title)

## Part IV - Section K

### Representations, certifications, and other statements of bidders

Offerors who have completed Representations and Certification in SAM.gov do not need to submit in response to this RFP.

#### SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (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):

Federal Acquisition Regulation (FAR):

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

Agriculture Acquisition Regulation (AGAR):

[www.usda.gov/da/procure/agar/](http://www.usda.gov/da/procure/agar/)

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

PROVISION	DATE	TITLE NUMBER
52.203-11	SEP 2007	CERTIFICATE AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.222-38	FEB 2016	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS

#### ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (OCT 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236210.

(2) The small business size standard is \$36,500,000.

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

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

☐ (i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporation-Representation.

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

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

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

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

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

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

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

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

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

(xiv) 52.222-38, 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.

(xv) 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.

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

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

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

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

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

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

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

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

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

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

(xxii) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xxiii) 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 certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

\_\_\_ (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 Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (v) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

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

\_\_\_ (vii) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

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

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

also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

## SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

### 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

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Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <https://www.acquisition.gov/far/index.html>

52.204-6	Unique Entity Identifier	(Oct 2016)
52.215-1	Instructions to Offerors -- Competitive Acquisition	(Jan 2017)
52.217-5	Evaluations of Options	(July 1990)
52.222-46	Evaluation of Compensation for Professional Employees	(Feb 1993)
52.244-2, Alt 1	Subcontracts	(Oct 2010)
52.215-5	Facsimile Proposals	(OCT 1997)

### Proposal Evaluation Criteria

#### A. Proposal Structure:

The evaluation process of this project consists of three phases. Phase 1 is an advisory down select using non-priced factors, Phase 2 the evaluation of priced and non-price factors and Phase 3 is for the oral presentation and price evaluation to determine the successful offeror for the request for proposal (RFP).

For phase one all Offeror questions and clarifications pursuant to this RFP must be received by the Contracting Officer, [Todd.Lennox@usda.gov](mailto:Todd.Lennox@usda.gov), and Contract Specialist [Frederick.Freeman@usda.gov](mailto:Frederick.Freeman@usda.gov) no later than March 5, 2020 at 3:00 PM, EDT. The timeline for questions and clarification related to phase two will be provided in subsequent amendments. The Government reserves the right not to provide a response for any Offeror question/clarification received after the date and time stated above. If, however, the Contracting Officer determines that a request cites an issue of significant importance, the Government will provide a written response to all Offerors. The Government will not provide information in response to telephone calls. Contacting other USDA personnel regarding this solicitation in an attempt to gain procurement-sensitive information may result in disqualification from the evaluation process. Written responses to Offeror questions/clarifications will be post on betaSam.gov.



All Offerors proposals documentation must be received by the Contracting Officer, Todd.Lennox@usda.gov, and Contract Specialist [Frederick.Freeman@usda.gov](mailto:Frederick.Freeman@usda.gov), for phase one no later than 3:00 PM EST on the date listed on the Standard For 1442(Located in block 13), for phase two within 7 days of receipt of phase one proposals, and for phase three offeror will be notified within two week of receipt of phase two proposals if they will be invited in for an oral presentation.

## **B. Proposal Evaluation Factors**

Factor 1: Bonding Capacity

Factor 2: Prior Experience

Factor 3: Draft Project Completion Schedule

Factor 4: Organization and Key Personnel Experience

Factor 5: Small Business Utilization

Factor 6: Past Performance

Factor 7: Price

Factor 8: Oral Presentation

## **C. Proposal Submittal Requirements**

In Phase 1: Submit documents for Bonding Capability and Prior Experience. Maximum pages for Bonding Experience are two (2), and the maximum for Prior Experience are 20.

In Phase 2: Submit documents for Draft Project Completion Schedule (Max 1 page at 36x44), Organization and Key Personnel Experience (Max 25 pages), Small Business Utilization (Max 5 pages), Past Performance (Max 5 Past Performance Questionnaires), and Price (Max 10 pages).

In Phase 3: This step requires an oral presentation to provide clarifications of the offerors previously submitted proposals. Only the highest rated offerors will be requested to provide an oral presentation.

## **C. Proposal Documents**

### **PHASE I**

#### **Factor 1: Bonding Capacity**

Provide documents to substantiate that the offeror can obtain bonding for a value of at least \$100 million for the project. The document must be certified and issued by a US-based bonding company listed on the US Treasury Circular 570 to write bonds at this level.

#### **Factor 2: Prior Experience**

The Prime Contractor's prior experiences shall be shown on similar projects completed over the past seven (7) years. Experience is relevant when the offeror has been confronted with the kinds of work or challenges that will be present under the contract contemplated by this RFP. The offers should use

Prior Experience attachment to submit this information. The offeror will be assessed by the relevant experience based on its extensiveness and its depth. Submitted experience should include projects completed by the project team the offeror intends to utilize. Offerors who change their team from phase one to phase two will be negatively impacted.

## **PHASE II**

### **Factor 3: Draft Project Completion Schedule**

Prepare and submit a practicable construction schedule showing all necessary work elements to complete the base work and all options identified in this proposal. The schedule must be in the form of a progress of a Gantt Chart (limit of 1 page up to 36x44) of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the performance period. The submitted schedule must be developed using project scheduling software such as MS Project, Primavera, or any other comparable form.

The proposed schedule must include the activities which are consistent with those described within the project specifications and drawings and must not exceed the Government's maximum allowable performance period in the RFP. The project's Period of Performance will start at the issuance of the Notice to Proceed. For scheduling purposes, assume an estimated award date of June 1, 2020, and that the Notice to Proceed will be issued ten (10) calendar days after the award date. Phase 1 shall be completed in 10 months. Allow one month for the government to complete the tenant move (move into Phase 1 buildings and move out of Phase 2 buildings). Phase 2 shall be completed in the next 10 months. In case of any conflict, the schedule in the RFP shall govern.

Provide a written narrative to explain how to complete the project on schedule, discuss any construction challenges the offeror foresaw, and explain how they will be overcome to ensure all contract work is successfully completed within contract requirements. Factor in interruption due to weather conditions. Describe anticipated schedule duration, detailing at a minimum mobilization, submittals, different phases or sub-projects, testing phases, project closeout, and Critical Path.

### **Factor 4: Organization and Key Personnel Experience**

1. Submit ORGANIZATIONAL CHART (graph) that shows:

- Lines of authority and communication for the execution of the contract;
- Lines of authority of the Offeror's Program Manager, Project Manager, Site Superintendent, Contractor Quality Control Manager (CQCM), and Site Safety and Health Officer (SSHO),
- The organization chart shall also include all JV Partners and Key Subcontractors, when applicable; and
- The chart shall identify all offices involved in this contract from the Offeror's Headquarters to the Offeror's site office(s), and how they are related; positions should be identified on the organization chart by title, and physical location.

2. Submit KEY PERSONNEL RESUMES: At a minimum, resumes shall be submitted for the Key Personnel consisting of the following positions and meet the listed qualifications:

- a. Project Manager
- b. Superintendent
- c. Quality Control Manager
- c. Safety Officer (with proof of relevant certification)

The resume shall include at least the information of name, title, assignment, firm name, length with firm, education, registration, year of experience, etc.). There is a limit of 25 pages for this submission, the organizational chart is excluded from the page limit.

#### **Factor 5: Small Business Utilization**

Offerors should submit reports from <https://www.esrs.gov/> of Small Business Utilization on previous government contracts.

To assure that maximum opportunities are provided to Small, HUBZone small, Small Disadvantaged, Service-Disabled Veteran-Owned Small Business, and Women-Owned Small Business concerns to participate in the performance of this contract; in accordance with FAR Subpart 19.704, Offerors which are not small business concerns shall submit a Small Business Subcontracting Plan. The plan shall identify each proposed small business, the nature of the services to be subcontracted; and state separately the total dollars and percentages that will be subcontracted to any of the small business categories.

The Offeror's Small Business Subcontracting Plan must be approved by the Office of Small and Disadvantaged Business Utilization (OSDBU) prior to the notice to proceed.

Offerors which are small business shall submit a one-page letter attesting to your firms' small business size.

#### **Factor 6: Past Performance**

The Prime Contractor's Past Performance shall be shown on similar projects completed over the past seven(7) years. Experience is relevant when the offeror has been confronted with the kinds of work or challenges that will be present under the contract contemplated by this RFP. The Past Performance Questionnaires (PPQ) and Contractor Performance Assessment Reporting System (CPARS) reports will be the used to evaluate offerors past performance.

#### **Factor 7: Price**

Submit base work price with phase I and phase II construction broken out along with the price of each of the options, and the total price which includes the base work and all options. Pricing shall be submitted using a pricing schedule accompanied with a narrative and any applicable supporting items to provide a full understanding of the basis of estimate (the pricing schedule does not count toward the page limit for price.).

## **PHASE III**

### **Factor 8: Oral Presentation**

Oral Presentation are being held to provide clarifications of the offerors previously submitted proposals.

Details for Oral presentation:

- Will commence after Phase 2 is completed
- Will include the highest rated offerors
- The Government will not pay for any travel cost associated with the oral presentation
- Will need to take place within 10 calendar days after offerors has been notified of request for presentation.
- Offeror shall send a list of attendees with a maximum of 4, the proposed Project Manager and Superintendent shall be part of the presentation and provide the bulk of the presentation (They both must be current employees).
- The offeror shall arrive 15 minutes before assigned schedule time for processing and accessing building
- Presentations will be limited to 60 minutes
  - 30 minutes uninterrupted to present
  - 30 minutes for Q&A
- No exchanges or discussions between evaluators and presenters will be permitted during the presentation and presentation times.
- Oral Presentation rules of Engagement. The Contracting Officer may issue guidelines for the conduct of the oral presentation. The following guidelines are provided for the benefit of offerors.
  - The offeror shall submit presentation team names and their proposed roles in Construction to the Government Point of Contact (POC) at least 24 hours in advance of the presentation.
  - Presenters shall not bring, and are forbidden to use, electronic equipment of any kind while at the presentation, unless equipment is used for a PowerPoint display. (phones are not allowed)
  - There will be no capability to project or photocopy at the oral presentation

- The Government will provide a conference room and a table for enough size to accommodate the offerors 4 personnel.
- The Government will provide a whiteboard, a paper flipchart pad, and marker for use during the presentation
- The offeror's presenters shall not ask questions of the Government evaluators. There will be no sidebar interactions between offeror and Government personnel.
- The offeror shall not make any statement that contradicts or changes any text in its written submission.
- After the presentation the offeror shall not be allowed an opportunity to revise anything that was said during the oral presentation or any part of the firm's previously submitted proposal.
- After the oral presentation the Government will erase the whiteboard and will destroy the flip chart sheets.

## SECTION M – EVALUATION FACTORS FOR AWARD

### Rating Definitions

**GO** - An offerors response that demonstrates an understanding of the requirements and an approach which is reasonable and acceptable for the particular criteria.

**NO GO**- An offerors response that fails to demonstrate an understanding and approach that is reasonable and acceptable for the particular criteria.

**HIGH CONFIDENCE (HC)** - The government judgment is based on high-quality information, and/or the nature of the issue makes it possible to render a solid judgment. The government has high confidence the offeror will successfully perform the required effort.

**MODERATE CONFIDENCE (MC)**- The government has credibly sourced and plausible information, but not of sufficient quality or corroboration to warrant a higher level of confidence.

**LOW CONFIDENCE (LC)** - The government confidence levels is based on questionable or implausible information used, the information is too fragmented or poorly corroborated to make solid analytic inferences, or significant concerns or problems with sources existed. Substantial doubt exists.

**UNKNOWN CONFIDENCE (UC)**- no performance record

### Past Performance Rating Definitions

**RELEVANT**- Past/present performance effort involved much of the similarity, magnitude of effort and complexities this solicitation requires.

**SOMEWHAT RELEVANT**- Past/present performance effort involved some of the similarity, magnitude of effort and complexities this solicitation requires.

**NOT RELEVANT**- Past/present performance effort did not involve any of the similarity, magnitude of effort and complexities this solicitation required.

**SUBSTANTIAL CONFIDENCE**- Based on the offeror's performance record; the government has a high expectation that the offeror will successfully perform the required effort.

**SATISFACTORY CONFIDENCE**- Based on the offeror's performance record; the government has an expectation that the offeror will successfully perform the required effort.

**LIMITED CONFIDENCE**- Based on the offeror's performance record; the government has a low expectation that the offeror will successfully perform the required effort.

**NO CONFIDENCE** - Based on the offeror's performance record; the government has no expectation that the offeror will be able to successfully perform the required effort.

**UNKNOWN CONFIDENCE** -No performance record is identifiable, or the offeror's performance record is so sparse that no confidence assessment rating can be reasonably assigned.

## **Proposal Evaluation Process**

### **Phase 1 Evaluation: Based on Information from the Factors 1 and 2**

#### **1. Initial Determination of GO/NO GO:**

The evaluation in Phase 1 will determine the offerors who will be advised to move on to the Phase 2 proposal process.

The offerors bonding capability will be rated with a "GO" or "NO GO". If the offeror can meet the bonding limit, they will receive a "GO" if they cannot they will receive a "NO GO".

If the offeror cannot meet the bonding requirement, they will be removed from competition, and will receive no further evaluation.

#### **2. Rating Offerors:**

If the offerors meet the bonding requirement, they will receive a "GO" rating and will have their Prior Experience evaluated, and rated with the high confidence (HC), Moderate Confidence (MC), Low Confidence (LC), or Unknown Confidence (UC).

#### **3. Phase 2 Advisory**

Offerors with Prior Experience rated as HC will be sent an Advisory Notice inviting them to participate in the Phase 2 proposal process.

Offerors with a rating of SC, LC, UC for Prior Experience will be sent an Advisory Notification that based on the information submitted, that it is unlikely to be a viable competitor. The intent of this distinction is to minimize proposal development cost for those vendors with little or no chance of receiving an award. However, notwithstanding the advice by the Government in response to their phase 1 submission, all respondents may participate in step 2

*Note: The Advisory Notification is the only notice the Government will provide for Phase 1; debriefings will not occur at the end of Phase 3.*

## **Phase 2 Evaluation: Based on Information from Factors 2, 3, 4, and 5**

### **1. Initial Determination of GO/NO GO:**

Draft Project Completion Schedule will be used as the first step to separate the offerors into who meet the construction completion schedule and who do not.

Those who fail to meet the specified project completion schedule will receive a rating of “NO GO” and will not be evaluated any further and will not be considered for the final selection.

Offerors who submit a schedule that meets the specified project completion schedule will receive a rating of “GO” will continue to have their Draft Project Completion Schedule evaluated.

### **2. Rating Offerors:**

The Offerors who received a “GO” in part 1 of phase 2 will have Draft Project Completion Schedule, Organization and Key Personnel Experience, and Small Business Utilization evaluated using HC, SC, LC, or NC ratings. Past Performance will be evaluated using the following definitions: Relevant, Somewhat Relevant, Not Relevant, Substantial Confidence, Satisfactory Confidence, Limited Confidence, No Confidence, or Unknown Confidence

### **3. Price Evaluation:**

Price while not a rated factor, price to the Government will be a factor in selecting the successful offeror. The entire Price Volume will be evaluated for the reasonableness of the overall price (Including options). This evaluation will determine if costs contained in the Offeror’s proposal are reasonable given the nature of the work to be performed.

Evaluation of options does not obligate the Government to exercise the options. The Government reserves the right to exercise some, all or none of the Option CLINs.

The Price Volume shall include a narrative, and any applicable supporting items to provide a full understanding of the basis of estimate.



Proposals that exhibit the following characteristics may be deemed to show an inherent lack of technical competence or failure to comprehend the complexity and risk of the contract requirements:

- Unrealistically low or high total price (as compared to the Government estimate and/or other competitive proposals submitted in response to this solicitation).
- Unbalanced pricing, which exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated.

The Government reserves the right to reject such proposals.

#### **4. Phase 3 Advisory:**

If the offerors meets the Draft Project Completion Schedule, receives a rating of HC in all the corresponding Phase II factors (Organization and Key Personnel Experience, Draft Project Completion Schedule, and Small Business Utilization), earns a rating of “Relevant” for Past Performance, and has an acceptable Price Volume they will be sent an Advisory Notice inviting them to participate in the Phase 3 proposal process.

If an offeror has any of the following criteria, they will be sent an Advisory Notification stating that based on the information submitted, you are unlikely to be a viable competitor:

- Offeror has a rating of SC, LC, UC for the following factors: Organization and Key Personnel Experience, Draft Project Completion Schedule, and Small Business Utilization.
- Offeror rating other than “Relevant” for Past Performance.
- Offeror has an unacceptable Pricing Volume.

The intent of this distinction is to minimize proposal development cost for those vendors with little or no chance of receiving an award. However, notwithstanding the advice by the Government in response to their phase 2 submission, all respondents may participate in step 3

*Note: The Advisory Notification is the only notice the Government will provide for Phase2; debriefings will not occur at the end of Phase 3.*

## **Phase 3 Oral Presentation and Final Selection**

### **1.Oral Presentation**

The offerors with the highest rating will be invited to do an oral presentation to provide clarifications of their previously submitted proposal. The Oral Presentation will be evaluated using HC, SC, LC, or NC ratings.

### **2. Final Selection**

The government will select the offeror whose proposal provides the best value. Offerors proposals must satisfy both “GO/NO GO criteria” (Bonding Capacity and Project Completion Schedule) to be eligible for final selection. This determination will be based on all the confidence rated factors combined with price and will use the following order of importance:

- Price is more important than all other factors combined.
- Prior Experience and Draft Project Completion Schedule are of equal importance and are most important after price.
- Organization and Key Personnel Experience is most important after Prior Experience.
- Oral presentation is most important after Organization and Key Personnel Experience.
- Small Business Utilization and Past Performance are of equal importance, but less important than Oral Presentation.

*USDA intends to award without discussions so all offerors should submit their best proposal with the original submission.*