

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
7. ISSUED BY	CODE	8. ADDRESS OFFER TO

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)
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SOLICITATION

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

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

11. The contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input 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 type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

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

b. An offer guarantee ☐ is, ☐ is not required.

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

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

OFFER (Must be fully completed by offeror)

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

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

AMOUNTS



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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 3304(a) ()
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	<p>BASE - CBP Property Seizure Vault Construction, Sweetgrass, MT</p> <p>The Contractor shall furnish all necessary labor, materials, tools, equipment, administration and supervision to perform construction for the Sweetgrass, Montana CBP Property Seizure Vault in accordance with the attached Scope of Work, dated March 31, 2020.</p> <p>Deliverable</p> <p>PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS</p> <p>Contract Type: Firm Fixed Price</p> <p>PoP: 06/19/2020 - 01/19/2022</p> <p>Place of Performance: SWEETGRASS BS I 15 AT CAN BDR</p> <p>SWEETGRASS, MT 59484</p>	1	LS		
0002	<p>Long Beach, CA to Sweetgrass, MT Vault Move</p> <p>The Contractor shall furnish all necessary labor, materials, tools, equipment, administration and supervision to perform property seizure vault disassembly and transport from Long Beach, CA to CBP LPOE in Sweetgrass, Montana in accordance with the attached Scope of Work, dated March 31, 2020.</p> <p>Deliverable</p> <p>PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS</p> <p>Contract Type: Firm Fixed Price</p> <p>PoP: 06/26/2020 - 09/24/2021</p> <p>Place of Performance: SWEETGRASS BS I 15 AT CAN BDR</p> <p>SWEETGRASS, MT 59484</p>	1	LS		

Construction Contract for: Sweetgrass LPOE CBP Property Vault Construction Project

The Solicitation

March 31, 2020

Table of Contents

- I.** General Information
 - A. The Solicitation and Contract
 - B. List of Solicitation Documents
 - C. Authorized Representatives
 - D. Pre-Proposal Conference
 - E. Estimated Price Range
 - F. FAR 52.228-1 Bid Guarantee
 - G. FAR 52.236-27 Site Visit – Construction
 - H. Receipt of Offers
- II.** Proposals
 - A. Proposal Contents
 - B. Proposal Format
 - C. Price Proposal
 - D. Technical Proposal
 - E. Other Information to be Submitted with Proposal
 - F. Requirements of Joint Venture Offerors
- III.** General Provisions
 - A. Availability of Funds
 - B. Requests for Clarification or Interpretation
 - C. Notice to Small Business Firms
 - D. Information Concerning the Disclosure of Solicitation Results
 - E. Affirmative Procurement Program
 - F. Notice Concerning Preparation of Proposals
 - G. Contractor Performance Information
 - H. Safeguarding Documents Designated as Sensitive But Unclassified
- IV.** FAR/GSAR Solicitation Provisions
 - A. FAR 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR 101-29
 - B. FAR 52.211-3, Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Items Description
 - C. FAR 52.216-1 Type Of Contract
 - D. FAR 52.222-5 Construction Wage Rate Requirements-Secondary Site of Work
 - E. FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction
 - F. FAR 52.225-10 Notice of Buy American Requirement-Construction Materials
 - G. Buy American Exceptions
 - H. FAR 52.233-2 Service of Protest
 - I. FAR 52.252-1 Solicitation Provisions Incorporated by Reference
 - J. GSAR 552.102 Incorporating Provisions and Clauses by Reference
 - K. Small Business Subcontracting Plan
 - L. Project Labor Agreement
 - M. Certified Cost or Pricing Data
 - N. Additional Provisions
 - (i) GSAR 552.236-74, Evaluation of Options (Mar 2019)

- (ii) GSAR 552.236-75, Evaluation Exclusive of Options (Mar 2019)
- (iii) GSAR 552.236-76 Basis of Award - Sealed Bidding Construction (Mar 2019)
- (iv) GSAR Clause 552.236-77, Government's Right to Exercise Options (Mar 2019)
- V. Instructions to Offerors and Clauses**
 - A. FAR 52.215-1 Instructions to Offerors – Competitive Acquisition
 - B. FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)
 - C. GSAR 552.204-70, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (DEVIATION I) (AUG 2019)
 - D. FAR 52.223-21, FOAMS (Jun 2016)
 - E. FAR 52.222-62 Paid Sick Leave Under Executive Order 13706
 - F. Security Requirements
 - G. Additional Clauses
 - (i) GSAR Clause 552.211-10 Commencement, Prosecution and Completion of Work (Mar 2019)
 - (ii) GSAR Clause 552.211-12, Liquidated Damages-Construction (Mar 2019)
 - (iii) GSAR Clause 552.211-13, Time Extensions (Mar 2019)
 - (iv) GSAR Clause 552.211-70, Substantial Completion (Mar 2019)
 - (v) GSAR Clause 552.232-5, Payment Under Fixed Price Construction Contracts (Mar 2019)
 - (vi) GSAR Clause 552.236-6, Superintendence by the Contractor (Mar 2019)
 - (vii) GSAR Clause 552.236-11, Use and Possession Prior to Completion (Mar 2019)
 - (viii) GSAR Clause 552.236-15, Schedules for Construction Contracts (Mar 2019)
 - (ix) GSAR Clause 552.236-21, Specifications and Drawings for Construction (Mar 2019)
 - (x) GSAR Clause 552.236-70, Authorities and Limitations (Mar 2019)
 - (xi) GSAR Clause 552.236-71, Contractor Responsibilities (Mar 2019)
 - (xii) GSAR Clause 552.236-72, Submittals (Mar 2019)
 - (xiii) GSAR Clause 552.236-73, Subcontracts (Apr 1984)
- VI. (xiv) GSAR Clause 552.243-71, Equitable Adjustments (Mar 2019) Method Of Award**
 - A. Evaluation of Offers
 - B. Determination of Responsibility
 - C. Price Reasonableness/Price Realism
 - D. Unbalanced Price
 - E. Total Evaluated Price
 - F. Non-Price Factors
 - G. Evaluation of Joint Venture Offers

I. General Information

I.A. The Solicitation and Contract

(1) This Solicitation sets forth requirements for proposals for a Contract to construct the Project described in the Solicitation Documents. Proposals conforming to the Solicitation requirements will be evaluated in accordance with the Method of Award set forth herein. The Government will award the Contract to the selected Offeror, subject to the conditions set forth herein.

(2) Neither the Solicitation nor any part of an Offeror's proposal shall be part of the Contract except to the extent expressly incorporated therein by the Contracting Officer.

(3) The Offeror's proposal submitted in response to this Solicitation shall constitute a firm offer. No contract shall be formed unless and until the Contracting Officer has countersigned the SF 1442 submitted by an Offeror, and delivered to the Contractor a copy of the SF 1442 with original signatures together with the Agreement reflecting the Offeror's proposed prices.

I.B. List of Solicitation Documents

The Solicitation Documents are comprised of:

- (1) The Solicitation
- (2) Offeror Representations and Certifications Form
- (3) Standard Form (SF) 1442 – Solicitation Offer and Award
- (4) The Agreement and Attachments to the Agreement
- (5) Scope of Work, dated March 31, 2020 (Only the base language of the Scope in attached to this RFP. Firms must request an SBU document before the remainder of the Scope will be released. Please contact, Kim Westerhaus at kim.westerhaus@gsa.gov for an SBU form.)

I.C. Authorized Representatives

The following individuals are designated as the authorized GSA representatives under this Solicitation:

Authorized Representative Information:	
Contracting Officer's Information	
Name:	Monique Brumley
Address:	GSA, Denver Federal Center, Building 41 Denver, CO 80225-0546
Telephone:	303-236-2800
Email:	Monique.brumley@gsa.gov

Authorized Representative Information:
Alternate POC Information
Name: Kim Westerhaus
Address: GSA, Denver Federal Center, Building 41 Denver, CO 80225-0546
Telephone: 303-888-3319
Email: kim.westerhaus@gsa.gov

I.D. Pre-Proposal Conference

Date: N/A
Time:
Location:

I.E. Estimated Price Range

The estimated price range for the Project is between \$1,000,000.00 and \$5,000,000.00.

I.F. FAR 52.228-1 Bid Guarantee (Sep 96)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—

- (1) To unsuccessful bidders as soon as practicable after the opening of bids; and
- (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

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

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

bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

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

I.G. FAR 52.236-27 Site Visit – Construction (Feb 95)

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

(2) Site visits will be held at the following dates and times:

Sweetgrass Land of Port Entry
Interstate 15 N at Canadian Border
Sweetgrass, Montana 59485-9707

Date: To Be Determined (TBD)

Time: TBD

Vault Location (to be moved):
301 Ocean Blvd, Suite 200
Long Beach, CA 90802

Date: TBD

Time: TBD

(3) Pre-registration is required for all attendees to the pre-proposal Site Visit. The Site Visit shall be limited to not more than four (4) representatives from each Offeror. Offerors shall submit a Visit Authorization Request (VAR) identifying all attendees from their respective team. Participants must have a valid, Government issued picture identification, driver's license preferred, to gain access for the pre-proposal Site Visit. Notification of the location of entry, where attendees are required to meet, and all other requirements for the Site Visit will be issued to the Offerors. Submit the VAR to the point of contact listed below.

Due to the current COVID-19 social distancing requirements multiple groups may be necessary to avoid close contact.

For further information about the site visit or access requirements, please contact:

Name: Fahim Panjshiri

Address: GSA, Denver Federal Center, Building 41 Denver, CO 80225-0546

Telephone: 720-229-7748

Email: fahim.panjshiri@gsa.gov

I.H. Receipt of Offers

(1) In order to be considered for award, offers conforming to the requirements of the Solicitation must be received at the following office no later than 4:00 pm local time on the following date and at the following address.

Date: May 29, 2020

Address: kim.westerhaus@gsa.gov

Original copies of the Bid Bonds should be sent to my attention at the address in I.C. Electronic copies and the proposal should be emailed to the email address above.

(2) Offers sent by commercial package delivery and hand delivery shall be deemed received as of the date and time of delivery to the office designated for receipt of offers.

(3) Offers sent by United States Mail shall be deemed timely if delivered to the address of the government installation designated for receipt of offers on or before the date established for receipt of offers.

II. Proposals

II.A. Proposal Contents

Proposals shall consist of the following documents, completed and executed in accordance with this Solicitation:

1. Price Proposal
2. Technical Proposal
3. Representations and Certifications
4. Standard Form 24, Bid Bond
5. Subcontracting Plan
6. GSA Form 527 – Contractor's Qualification and Financial Information
7. Technical Proposal and Other Documents as Required

II.B. Proposal Format

II.C. Price Proposal

(1) Contents

The Price Proposal shall consist of the SF 1442 and the Agreement, with prices and/or rates indicated for each price element shown on the pricing form included in Section II of the

Agreement. Indicate the Base Contract Price, or if no such distinction is made, the Contract Price, in Block 17 of the SF 1442, which must be fully executed by the Offeror.

(2) Qualifications, Exclusions and Conditions

If the Offeror communicates in its proposal any qualifications, exclusions, or conditions to the proposed prices not provided for in the Contract Documents, the Contracting Officer may reject the proposal and exclude the Offeror from further discussions.

II.D. Technical Proposal

The Technical Proposal shall include the information requested below. The following definitions are applicable to the factors described in this Section.

(1) Past Performance of Offeror 20%

The basis of the past performance evaluation will include the past performance of the offeror as the Prime contractor on similar projects with an estimated or actual cost of construction of greater than or equal to \$2,000,000 within the last ten years prior to issuance of the solicitation. Ongoing project currently incomplete will not be considered for under the firm's past performance evaluation criteria. Ongoing projects currently substantially complete or in the closeout phases can be included as a part of the firm's submission for past performance. Offeror to submit at a minimum two sample projects that meet this requirement. The average of the following sub factors will be added together and divided by the number of items in the sub factor set, then, multiplied by (20%) to determine the average for Factor 1.

(2) Key Personnel Past Performance & Qualifications (20%)

This purpose of this factor is to provide the Government knowledge of the offerors key personnel's experience and qualifications necessary to perform their respective construction related responsibilities at a highly competent and professional level. Factor 2 evaluates the proposed extent and depth of experience of the offerors identified key personnel. At a minimum the key personnel identified by the Government whose input is critical for the overall success of the construction project include the offerors project manager, construction superintendent, and quality control specialist. In order to provide small businesses with the greatest opportunity to accommodate the Government's request, key personnel may assume multiple positions reasonably and justifiably.

The offeror may provide key personnel experience and qualifications in a matrix or narrative format. The submittal must include an organizational chart presenting overall team structure. Offeror must include resumes of key personnel displaying relevant experience and certification is respective areas of expertise. Duties of each key personnel must be clearly identified. Resumes must be at a minimum one page in length. The minimum required

experience permitted is 10 years for each key personnel. The basis of evaluation will be based on the offerors experience and qualifications of the proposed staff and how the offeror organizes and manages the project team. Offeror must present similar project work for each key personnel or projects in excess of \$2,000,000 that can accurately identify the experience and qualifications in all areas necessary to effectively perform the required work. Offeror must submit at a minimum two (2) sample projects per key personnel and agency point of contacts (POC's) who can attest to the key personnel's experience. These projects may be the same projects as provided in the Firm's Past Performance section.

The Offeror must submit a Past Performance Questionnaire (PPQ) (included in the solicitation as Attachment One, completed by the applicable client, for each project included in its proposal for Factor (5) and insert the factor title, usually "Past Performance of Offeror". Completed PPQs should be submitted with the proposal. Ensure correct phone numbers and email addresses are provided for the client point of contact. Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the Offeror is unable to obtain a completed PPQ from a client for a project before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the project. If the client requests, the client may submit a questionnaire directly to the Government's point of contact, via email at kim.westerhaus@gsa.gov prior to proposal closing date. Offerors may resubmit questionnaires previously submitted with other proposals or may obtain an updated/new PPQ from a client for any submission. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs.

Also include performance recognition documents received within the last _1_ such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition. In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), previously submitted PPQ information, and any other known sources not provided by the Offeror. While the Government may elect to consider data from a variety of sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror. GSA will not maintain database of PPQs submitted by Offerors.

(3) Construction Management Plan (20%)

The basis of the evaluation for this factor will be written statement(s) outlining the approach to be taken for managing the entire construction & closeout phases of this project. The contractor to define procedures and methodologies by which he will manage and control his

own, all subcontractor's and supplier's' activities so that the completed project complies with contract requirements. Items that might be included in the construction management plan or narrative include: location of offices, unloading/loading areas, reception, site facilities, storage areas, control measures for dust and mud, site waste management plan, drainage control measures, safety, broad planning of the construction project, etc.

(4) Quality Management (20%)

The basis of the evaluation for this factor will be outlining the Contractors processes for delivering the level of construction quality specified in the plans and specifications. Offerors should demonstrate how they will control the quality of their work to meet contract plans, specifications, and related requirements. The contractor's Quality Control (QC) should signify a systematic implementation of a program of inspections, tests, and production controls to attain the required standards of quality and to preclude problems resulting from noncompliance. Offeror to demonstrate in a narrative or similar format how the offerors will provide Quality Assurance (QA) by monitoring and controlling the overall and day-to-day construction control activities. A satisfactory approach should demonstrate how the desired results will be achieved and how the Contractor will proceed with designing its QC/QA procedures. These procedures may include the control testing processes, inspection procedures, phased construction, sub-contractors and suppliers, records documentation, and address the who, what, where, when, and how of the QA/QC process for each phase or deliverable.

(5) Project Schedule (20%)

The schedule shall have an accompanied written narrative that details an overview of objectives, sequencing of work, building completion milestones, phasing, labor, hours of work, commissioning, closeout, inspections, subsequent schedule revisions, and work restrictions. Project schedule should be in compliance to the schedule requirements provided in the SOW. A satisfactory approach should demonstrate a project schedule that is realistic, logical, capturing all relevant aspects of the construction such as vault relocation, excavation, utilities, foundations, etc. The schedule should include a line item breakdown of individual work packages with anticipated start/stop dates and critical path clearly defined.

The standard for this factor is met when the contractor submits a comprehensive and detailed schedule that includes all major construction activities. Schedule must be reasonable and achievable, as determined by evaluators. If all factors are met, preference will be given to schedules with a shorter overall duration

II.E. Other Information to Submit with Proposal

(1) Representations and Certifications

Offerors are reminded their SAM registration status must be "Active", at the time their offer is submitted, to be considered for award (see 52.204-7). Offerors submitting a proposal in

response to this Solicitation shall complete electronic Annual Representations and Certifications in conjunction with required Entity registration in System for Award Management (SAM), accessed via [System for Award Management](#). Offerors shall also submit with their proposal, the Annual Representations and Certifications (FAR 52.204-8), using the attached Offeror's Representations and Certifications (C301-SAT).

(2) Qualifications of Offerors

Offerors submitting a proposal in response to this Solicitation shall submit with their proposal evidence of their financial responsibility and capacity to perform the Contract. Offerors shall submit this information on GSA Form 527 – Contractor's Qualifications and Financial Information. Where applicable, point of contact, including names and telephone numbers, are required for all contracts listed.

II.F. Requirements of Joint Venture Offerors

(1) All offers submitted by joint ventures must include a copy of an executed joint venture agreement (with original signatures) which fully discloses the legal identity of each member of the joint venture, the relationship between the members, the form of ownership of each member, and any limitations on liability or authority for each member.

(2) An authorized representative of each member of the joint venture must sign the SF 1442 accompanying an offer regardless of any agency relationship established between the members.

(3) In the case of corporations that are joint venture members, the corporation secretary must certify that the corporation is authorized to participate in the joint venture, either by so certifying in the joint venture agreement, or by submitting a separate certification to the Government. The joint venture must also provide a certificate that identifies a principal representative of the joint venture with full authority to bind the joint venture.

(4) Representations and certifications, financial information, and past performance information must be submitted for each member of the joint venture.

III. General Provisions

III.A. Availability of Funds

Issuance of this Solicitation does not warrant that funds are presently available for award of a Contract. Award of the contract shall be subject to the availability of appropriated funds, and the Government shall incur no obligation under this Solicitation in advance of such time as funds are made available to the Contracting Officer for the purpose of contract award.

III.B. Requests for Clarification or Interpretation

The Government will attempt to answer all requests for clarifications or interpretations of the Solicitation Documents prior to the date set for receipt of offers, but do not warrant that all such requests will be answered within 10 calendar days. Prospective Offerors should make such

requests not less than 10 calendar days prior to the date set for receipt of offers.

III.C. Notice to Small Business Firms

A program for the purpose of assisting qualified small business concerns in obtaining certain bid, payment, or performance bonds that are otherwise not obtainable is available through the Small Business Administration (SBA) ([Small Business Administration](#)). For information concerning SBA's surety bond guarantee assistance, contact your SBA District Office.

III.D. Information Concerning the Disclosure of Solicitation Results

This acquisition is being conducted under the provisions of FAR Part 15 as a negotiated procurement. In accordance with FAR 3.104 and FAR 15.207, after receipt of proposals, no information regarding the identity of those submitting offers, the number of offers received, or the information contained in such offers will be made available until after award except as provided by FAR 15.503.

III.E. Affirmative Procurement Program

GSA has implemented an Affirmative Procurement Program (APP) intended to maximize the use of recovered materials, environmentally preferable, and bio-based products. Offerors should familiarize themselves with the requirements for using and reporting on the use of such materials in performance as set forth in the Agreement. Refer to Clause FAR 52.223-10 encouraging vendors to practice waste reduction.

III.F. Notice Concerning Preparation of Proposals

Offerors are cautioned to carefully read the entire Solicitation and the Agreement to be included in the Contract contemplated by the Solicitation in order to be fully aware of all requirements and clauses in the contemplated Contract. Verify that all blanks requiring information to be supplied in an Offer have been properly filled out, that all pricing and other numerical data is accurately calculated, and that all copies of the Offer contain the same information.

III.G. Contractor Performance Information

(1) *Evaluating Contractor Performance:* The General Services Administration is using the Contractor Performance Assessment Reporting System (CPARS) module as the secure, confidential, information management tool to facilitate the performance evaluation process. CPARS enables a comprehensive evaluation by capturing comments from both GSA and the contractor. The website for CPARS is [Contractor Performance Assessment](#)

Completed CPARS evaluations are sent to the Past Performance Information Retrieval System (PPIRS) which may then be used by Federal acquisition community for use in making source selection decisions. PPIRS assists acquisition officials by serving as the single source for contractor past performance data.

(2) *CPARS Registration:* Each award requiring an evaluation must be registered in CPARS. The contractor will receive several automated emails. Within thirty days of award, the contractor will receive an e-mail that contains user account information, as well as the applicable contract and order number(s) assigned. Contractors will be granted one user account to access all evaluations.

(3) *Contractor CPARS Training*: Contractors may sign up for CPARS training. A schedule of classes will be posted to the CPARS training site ([CPARS Training](#)) and updated as needed.

(4) *Contractor Representative (CR) Role*: All evaluations will be sent the Contractor Representative (CR) named on your award. The CR will be able to access CPARS to review and comment on the evaluation. If your CR is not already in the CPARS system, the contracting officer will request the name and email address of the person that will be responsible for the CR role on your award.

Once an evaluation is ready to be released the CR will receive an email alerting them the evaluation is ready for their review and comment. The email will indicate the time frame the CR has to respond to the evaluation; however, the CR may return the evaluation earlier than this date.

GSA shall provide for review at a level above the contracting officer (i.e., contracting director) to consider any disagreement between GSA and the contractor regarding GSA's evaluation of the contractor. Based on the review, the individual at a level above the contracting officer will issue the ultimate conclusion on the performance evaluation.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file.

III.H. Safeguarding Documents Designated as Sensitive But Unclassified

Certain information contained in the Solicitation Documents may have been designated as Sensitive but Unclassified (SBU) building information. With respect to such information, Offerors shall agree to the terms for receipt of such information, as set forth in the provision "Administrative Matters" in Section III of the Agreement, as a condition of receipt of such information.

IV. FAR/GSAR Solicitation Provisions

IV.A. FAR 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (AUG 98)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

IV.B. FAR 52.216-1 Type of Contract (APR 84)

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

IV.C. FAR 52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work (MAY 14)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

IV.D. FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)

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

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

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
3.3%	6.9%

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

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to

employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

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

IV.E. FAR 52.225-10 Notice of Buy American Requirement—Construction Materials. (MAY 2014)

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

IV.F. Buy American Exceptions

N/A

IV.G. FAR 52.233-2 Service of Protest (SEP 06)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address provided in the provision “Receipt of Offers” in Section I (General Information).

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

IV.H. FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 98)

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

[Federal Acquisition Regulation](#)

NUMBER	TITLE	DATE
52.214-34	Submission of Offers in the English Language	APR 91

NUMBER	TITLE	DATE
52.215-16	Facilities Capital Cost of Money	JUN 03
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 14
52.236-28	Preparation of Proposals - Construction	OCT 97

IV.I. GSAR Clause 552.102 Incorporating Provisions and Clauses

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.

IV.J. Small Business Subcontracting Plan

A Small Business Subcontracting Plan, as required under FAR 52.219-9, is required to be submitted with offers.

IV.K. Requiring Certified Cost or Pricing Data [15.403-4]

FAR 15.403-4 Requiring certified cost or pricing data (10 U.S.C. 2306a and 41 U.S.C. chapter 35).

(a) (1) The contracting officer shall obtain certified cost or pricing data only if the contracting officer concludes that none of the exceptions in 15.403-1(b) applies. However, if the contracting officer has reason to believe exceptional circumstances exist and has sufficient data available to determine a fair and reasonable price, then the contracting officer should consider requesting a waiver under the exception at 15.403-1(b)(4). The threshold for obtaining certified cost or pricing data is \$750,000. Unless an exception applies, certified cost or pricing data are required before accomplishing any of the following actions expected to exceed the current threshold or, in the case of existing contracts, the threshold specified in the contract:

(i) The award of any negotiated contract (except for undefinitized actions such as letter contracts).

(ii) The award of a subcontract at any tier, if the contractor and each higher-tier subcontractor were required to furnish certified cost or pricing data (but see waivers at 15.403-1(c)(4)).

(iii) The modification of any sealed bid or negotiated contract (whether or not certified cost or pricing data were initially required) or any subcontract covered by paragraph (a)(1)(ii) of this subsection. Price adjustment amounts must consider both increases and decreases (e.g., a \$200,000 modification resulting from a reduction of \$500,000 and an increase of \$300,000 is a pricing adjustment exceeding \$750,000). This requirement does not apply when unrelated and separately priced changes for which certified cost or pricing data would not otherwise be required are included for administrative convenience in the same modification. Negotiated final pricing actions (such as termination settlements and total final price agreements for fixed-price incentive and redeterminable contracts) are contract modifications requiring certified cost or pricing data if-

(A) The total final price agreement for such settlements or agreements exceeds the pertinent threshold set forth at paragraph (a)(1) of this subsection; or

(B) The partial termination settlement plus the estimate to complete the continued portion of the contract exceeds the pertinent threshold set forth at paragraph (a)(1) of this subsection (see 49.105(c)(15)).

(2) Unless prohibited because an exception at 15.403-1(b) applies, the head of the contracting activity, without power of delegation, may authorize the contracting officer to obtain certified cost or pricing data for pricing actions below the pertinent threshold in paragraph (a)(1) of this subsection, provided the action exceeds the simplified acquisition threshold. The head of the contracting activity shall justify the requirement for certified cost or pricing data. The documentation shall include a written finding that certified cost or pricing data are necessary to determine whether the price is fair and reasonable and the facts supporting that finding.

(b) When certified cost or pricing data are required, the contracting officer shall require the contractor or prospective contractor to submit to the contracting officer (and to have any subcontractor or prospective subcontractor submit to the prime contractor or appropriate subcontractor tier) the following in support of any proposal:

(1) The certified cost or pricing data and data other than certified cost or pricing data required by the contracting officer to determine that the price is fair and reasonable.

(2) A Certificate of Current Cost or Pricing Data, in the format specified in 15.406-2, certifying that to the best of its knowledge and belief, the cost or pricing data were accurate, complete, and current as of the date of agreement on price or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

(c) If certified cost or pricing data are requested and submitted by an offeror, but an exception is later found to apply, the data must not be considered certified cost or pricing data as defined in 2.101 and must not be certified in accordance with 15.406-2

(d) The requirements of this subsection also apply to contracts entered into by an agency on behalf of a foreign government.

FAR 52.215-12 Subcontractor Certified Cost or Pricing Data (Oct 2010)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either-

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data-Modifications.

(End of clause)

IV.N. Additional Provisions

Options

“Option” means a unilateral right in a contract by which, for a specified time, the Government may elect to purchase additional supplies or services called for by the contract, or may elect to extend the term of the contract. Optional Line Items may be awarded in addition to the Base Line Item (or Alternate Line Item) awarded at contract award, and may be exercised at the time of initial award, or at a later date. The Options will be evaluated in accordance with 52.217-5.

If not exercised at contract award, the contractor will be provided written notification by the Government of exercise of the option not later than ninety (90) days after contract award.

V. Instructions and Clauses

V.A. FAR 52.215-1 Instructions to Offerors – Competitive Acquisition (Jan 2017)

(a) Definitions. As used in this provision.

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show.

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and.

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary

evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at [52.215-5](#), Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR [52.225-17](#), Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall.

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR [15.306\(a\)](#)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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

(a) Definitions. As used in this clause— Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

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

Critical technology means-

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

- (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

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

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

- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

Note: The representation in GSAR 552.204-70 does not need to be completed by the offeror prior to award.

V.D. GSAR 552.204-70, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (DEVIATION I) (AUG 2019)

(a) *Definitions.* As used in this clause-
“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 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) *Representation.* **[Contractor to complete and submit to the Contracting Officer]** The Offeror or Contractor represents that it [] will or [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures.* If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (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).

(End of clause)

V.D. FAR 52.223-21, FOAMS (Jun 2016)

V.E. FAR 52.222-62, Paid Sick Leave under Executive Order 13706 (JAN 2017)

Implements EO 13706 which requires incorporation of new FAR Clause 52.222-62 in all contracts with 52.222-6, Construction Wage Rate Requirements, (\$2,000 threshold), or 52.222-41, Service Contract Labor Standards, (\$2,500 threshold) and performance is in whole or in part in the United States.

1) Bilateral Modifications extending the contract when such modifications are individually or cumulatively longer than six months

V.F. Security Requirements

SECURITY CLEARANCE REQUIREMENTS (NONCLASSIFIED CONTRACT)

1) Introduction

a) Homeland Security Presidential Directive 12 (HSPD-12) “*Policy for a Common Identification Standard for Federal Employees and Contractors*” mandated the implementation of a government-wide standard for secure and reliable forms of identification, also known as security credentials.

b) All contractor employees who require routine access to GSA-controlled facilities or its Information Technology (IT) infrastructure are required to be issued this type of credential. Routine access is defined as regularly scheduled access to Government facilities for a period greater than six (6) months.

c) Prior to being issued this form of identification, each individual must have both their identity and trustworthiness proven. This is accomplished by conducting a personnel security investigation (Tier 1) and a Federal Bureau of Investigation (FBI) Criminal History Fingerprint check. All contractors seeking to conduct business on or within federal facilities that are controlled and operated by the Federal Government are required to have a personnel security investigation conducted.

d) Contractors require a favorable initial suitability determination based off the submission of a Tier 1 to receive an identification credential meeting HSPD-12 requirements.

e) The Contractor is responsible for returning all HSPD-12 badges to GSA upon project completion.

2) Clearance Type

a) **Long-Term Contractor Clearance Tier 1**

i) This section covers the procedures for obtaining a security clearance for contractors working on GSA-controlled facilities.

ii) The Tier 1 clearance is required for contractors who require access for more than six (6) months and those who need Information Technology (IT) access (regardless of how long they will be working on a GSA-controlled facility).

iii) Procedures for each Tier 1 applicant to be cleared:

a. The prime contractor will submit to the Contracting Officer and then maintain throughout the course of the contract, a list of all prime contractor employees (applicant) and subcontractor employees (applicant) who are required on the project using the form: Requesting Official (RO) Contractor Approval List. (Note: Submission of the RO list will trigger GSA to provide HSPD-12 and e-Qip training for the prime contractor.)

b. The Contractor Information Worksheet (CIW) (form GSA850) will be submitted by GSA to the prime contractor after prime contractor has received HSPD-12 and e-Qip training. (Note: The prime contractor must designate a Point of Contact (POC) on the CIW.)

c. Each applicant for the HSPD-12 compliant Tier 1 credential will complete section 1 of the CIW and return the CIW to the POC. The POC is responsible to submit all completed CIW's via email to zonec-hspd12@gsa.gov. (**Note: applicants for the Tier 1 credential will not be eligible for escort during credential processing.**)

d. The applicant will then receive an email that will invite them to apply to e-QIP, and they will also receive an email with an invite to an enrollment appointment.

e. The applicant must complete the enrollment appointment before completing e-Qip.

f. Following the instructions in the invitation to apply to e-Qip email, the applicant will log into e-Qip and complete a background history questionnaire.

g. As per the instructions in the invitation to apply to e-Qip email, the applicant is also required to complete the Declaration for Federal Employment OF-306. (Note: Digital signatures are not accepted, all questions must be checked, answered, or marked NA. The completed OF-306 must be signed, scanned into a PDF and uploaded to E-Qip.)

h. As per the instructions in the invitation to apply to e-Qip email, the applicant is also required to complete the Authorization to Obtain Credit Report 3665.

(Note: Digital signatures are not accepted. The completed 3665 must be signed, scanned into a PDF and uploaded to E-Qip.)

i. After completing steps e-h above, the applicant is required to certify that their answers are true, electronically sign and submit the e-QIP application.

j. Office of Mission Assurance (OMA) will notify the applicant directly if any errors occurred when completing the e-QIP application.

(Note: Failure to respond to these messages will result in delay of their Tier 1 or termination of e-Qip.)

k. A contractor Enter on Duty (EOD) email will be received by POC and applicant upon clearance adjudication.

l. Upon completion of HSPD-12 credential processing, the applicant will be notified by email that an appointment will need to be scheduled for the HSPD-12 credential pick up and activation.

b) **Escort Procedures**

i) A HSPD-12 credentialed contractor may escort up to five (5) non-cleared individuals to access GSA-controlled facilities.

ii) Escort procedures are limited to individuals needing site access for no more than fifteen (15) consecutive days.

iii) A contractor may be escorted for a total of fifteen (15) cumulative days, on either a single day or multiple day escort, per six (6) month interval, per escorted individual.

iv) Individuals in the process of obtaining the HSPD-12 credential will not be eligible for escort during the HSPD-12 adjudication period.

v) Procedures:

a. Persons being escorted must be added to the Requesting Official (RO) Contractor Approval List.

b. A current CIW for the escortee must be submitted with the updated Requesting Official (RO) Contractor Approval List by the POC.

c. The POC is responsible to submit changes to the Requesting (RO) Official Contractor List to the Requesting Official (GSA POC).

d. The POC is responsible to submit the escortee CIW no later than three (3) business days in advance of the escort date, via email to zonec-hspd12@gsa.gov

V.G. Additional Clauses

(i) GSAR Clause 552.211-10, Commencement, Prosecution, and Completion of Work (Mar 2019)

FAR 52.211-10, Commencement, Prosecution, and Completion of Work, is supplemented as follows:

(a) The Contractor shall not commence work until the Contracting Officer issues a notice to proceed.

(b) Notwithstanding paragraph (a) of this clause, the Contractor must submit any required safety plans before commencing any construction work.

(c) The Contractor shall diligently prosecute the work so as to achieve substantial completion of the work within the time specified in the contract. If the contract specifies different completion dates for different phases or portions of the work, the Contractor shall diligently prosecute the work so as to achieve substantial completion of such phases or portions of the work within the times specified.

(End of clause)

(ii) GSAR Clause 552.211-12, Liquidated Damages-Construction (Mar 2019)

(a) If the Contractor fails to achieve substantial completion of the work within the time specified in the contract, the Contractor shall be liable to the Government for liquidated damages at the rate specified for each calendar day following the required completion date that the work is not substantially complete.

(b) If the contract requires different completion dates for different phases or portions of the work, the Contractor shall be liable for liquidated damages at the specified rate for each calendar day following the required completion date that the phase or portion of work is not substantially complete. If a single rate is specified, the specified rate shall be apportioned between the different phases or portions of the work.

(c) If the Government elects to accept any portion of the work not specifically designated as a phase or portion of work with its own required completion date, the liquidated damage rate shall be apportioned between accepted work and uncompleted work, and the Contractor's liability for liquidated damages shall be computed accordingly.

(End of clause)

(iii) GSAR Clause 552.211-13, Time Extensions (Mar 2019)

(a) If the Contractor requests an extension of the time for substantial completion, the Contractor shall base its request on an analysis of time impact using the project schedule as its baseline, and shall propose as a new substantial completion date to account for the impact. The Contractor shall submit a written request to the Contracting Officer setting forth facts and analysis in sufficient detail to enable the Contracting Officer to evaluate the Contractor's entitlement to an extension of time.

(b) The Contractor shall only be entitled to an extension of time to the extent that-

(1) Substantial completion of the work is delayed by causes for which the Contractor is not responsible under this contract; and

(2) The actual or projected substantial completion date is later than the date required by this contract for substantial completion.

(c) The Contractor shall not be entitled to an extension of time if the Contractor has not updated the project schedule in accordance with the contract.

(d) The Government shall not be liable for any costs to mitigate time impacts incurred by the Contractor that occur less than 30 calendar days after the date the Contractor submits a request for extension of time in compliance with this clause.

(End of clause)

(iv) GSAR Clause 552.211-70, Substantial Completion (Mar 2019)

(a) General.

(1) For the purposes of FAR 52.211-10, Commencement, Prosecution and Completion of Work, and FAR 52.211-12, Liquidated Damages-Construction, the work shall be deemed complete when it is "substantially complete."

(2) There may be different completion dates required for different phases or portions of the work, as established in the contract. However, the work shall be deemed "substantially complete" if and only if the Contractor has completed the work and related contract obligations in accordance with the contract documents, such that the Government may enjoy the intended access, occupancy, possession, and use of the entire work without impairment due to incomplete or deficient work, and without interference from the Contractor's completion of remaining work or correction of deficiencies in completed work.

(3) In no event shall the work be deemed "substantially complete" if all fire and life safety systems are not tested and accepted by the authority having jurisdiction, where such acceptance is required under the contract.

(4) Unless otherwise specifically noted, or otherwise clear from context, all references in the contract to “acceptance” shall refer to issuance of a written determination of substantial completion by the Contracting Officer.

(b) Notice of Substantial Completion.

(1) With reasonable advance notice, the Contractor shall submit to the Contracting Officer a written proposal recommending a substantial completion date.

(2) If the Contracting Officer takes exception to the notice of substantial completion, the Contractor shall be entitled to a written notice of conditions precluding determination of substantial completion. The Contractor shall only be entitled to an extension of time to address such conditions if, and to the extent that, the Contracting Officer provides notice of such conditions more than 30 calendar days after receipt of the notice of substantial completion.

(c) Acceptance of Substantial Completion.

(1) The Contracting Officer shall conduct inspections and make a determination of substantial completion within a reasonable time.

(2) Substantial Completion shall be established by the Contracting Officer's issuance of a written determination specifying the date upon which the work is substantially complete.

(d) Contract Completion.

(1) The Contract is complete if and only if the Contractor has completed all work and related contract obligations, corrected all deficiencies and all punch list items, and complied with all conditions for final payment.

(2) The Contractor shall not be entitled to final payment or release of any retainage held by the Government until after contract completion. If the Contractor does not achieve contract completion within the time required by this contract, the Government shall be entitled, after providing notice to the Contractor, to complete any work remaining unfinished. The Contractor shall be liable to the Government for all costs incurred by the Government to complete such work.

(End of clause)

(v) GSAR Clause 552.232-5, Payment Under Fixed Price Construction Contracts (Mar 2019)

(a) Before submitting a request for payment, the Contractor shall, unless directed otherwise by the Contracting Officer, attend pre-invoice payment meetings, as scheduled, with the designated Government representative for the purpose of facilitating review and approval of payment requests. Payment meetings will be conducted and may be in person. The Contractor shall provide documentation to support the prospective payment request.

(b) The Contractor shall submit its invoices to the Contracting Officer, unless directed otherwise by the Contracting Officer. Separate payment requests shall be submitted for progress payments, payments of retainage, and partial or final payments.

(c) The Contractor shall use GSA Form 2419 Certification of Progress Payments Under Fixed-Price Construction Contracts to provide the certification required under FAR 52.232-5(c).

(d) The Contractor shall use GSA Form 1142 Release of Claims to provide the certification required under FAR 52.232-5(h).

(e) If an invoice does not meet the requirements of FAR 52.232-27 and GSAM 552.232-27, the Contracting Officer may return the invoice to the Contractor without payment for correction. If the Contracting Officer disputes the requested payment amount, the Government may pay the portion of the requested payment that is undisputed.

(f) GSA will not be obligated to issue final payment unless the Contractor has furnished to the Contracting Officer a release of claims against the Government relating to the contract, and submitted all required product warranties, as-built drawings, operating manuals, and other items as specified in the contract. The Contractor may reserve from the release specific claims only if such claims are explicitly identified with stated claim amounts.

(End of clause)

(vi) GSAR Clause 552.236-6, Superintendence by the Contractor (Mar 2019)

(a) The Contractor shall employ sufficient management and contract administration resources, including personnel responsible for project management, field superintendence, change order administration, estimating, coordination, inspection, and quality control, to ensure the proper execution and timely completion of the contract. The Contractor shall designate a principal of the firm or other senior management official to provide executive oversight and problem resolution resources to the project for the life of the contract.

(b) The Contractor shall employ, and require its subcontractors to employ, qualified personnel to perform the contract. The Government reserves the right to exclude, or remove from the site or building, any personnel for reasons of incompetence,

carelessness, or insubordination, who violate rules and regulations concerning conduct on federal property, or whose continued employment on the site is otherwise deemed by the Government to be contrary to the public interest.

(c) The Contractor shall be responsible for coordinating all activities of subcontractors, including all of the following activities:

(1) Preparation of shop drawings produced by different subcontractors where their work interfaces or may potentially conflict or interfere.

(2) Scheduling of work by subcontractors.

(3) Installation of work by subcontractors.

(4) Use of the project site for staging and logistics.

(d) Repeated failure or excessive delay to meet the superintendence requirements by the Contractor may be deemed a default for the purposes of the termination for default clause.

(End of clause)

(vii) GSAR Clause 552.236-11, Use and Possession Prior to Completion (Mar 2019)

Exercise by the Government of the right conferred by FAR 52.236-11 shall not relieve the Contractor of responsibility for completing any unfinished components of the work.

(End of clause)

(viii) GSAR Clause 552.236-15, Schedules for Construction Contracts (Mar 2019)

(a) Purpose. The project schedule shall be a rational, reasonable, and realistic plan for completing the work, and conform to the requirements specified in this clause and elsewhere in the contract. The Contractor understands and acknowledges that the preparation and proper management of the project schedule is a material component of the contract.

(b) Use of the schedule. The Contracting Officer shall be entitled, but not required, to rely upon the project schedule to evaluate the Contractor's progress, evaluate entitlement to extensions of time, and determine the criticality or float of any activities described in such project schedule.

(c) Submission. Prior to notice to proceed, or such other time as may be specified in the contract, the Contractor shall submit the project schedule.

(d) Milestones. The project schedule shall incorporate milestone events specified in the contract, including, as applicable, notice to proceed, substantial completion, and milestones related to specified work phases and site restrictions. The project schedule shall also include Contractor-defined milestones to identify target dates for critical events, based upon the Contractor's chosen sequence of work.

(e) Activities. The project schedule shall depict all major activities necessary to complete the work.

(f) Schedule of values.

(1) The Contractor shall prepare and submit for approval a cost breakdown of the Contract price, to be referred to as the "schedule of values", assigning values to each major activity necessary to complete the work.

(2) Values must include all direct and indirect costs, although a separate value for bond costs may be established.

(3) The schedule of values must contain sufficient detail to enable the Contracting Officer to evaluate applications for payment.

(g) Conflicting terms.

(1) If at any time the Contracting Officer finds that the project schedule does not comply with any contract requirement, the Contracting Officer will provide written notice to the Contractor.

(2) Within 30 calendar days of written notice, or such other time as may be specified, from the Contracting Officer, the Contractor shall take one of the following actions:

(i) Revise the project schedule.

(ii) Adjust activity progress.

(iii) Provide sufficient information demonstrating compliance.

(3) If the Contractor fails to sufficiently address the Contracting Officer's exceptions to the project schedule, the Contracting Officer may-

(i) Withhold retainage until the project is substantially complete or until such time as the Contractor has complied with project schedule requirements; or

(ii) Terminate the contract for default.

(h) Revisions to the schedule. If the Contractor revises the project schedule after initial approved submission, the Contractor shall provide in writing a narrative describing the substance of the revision, the rationale for the revision, and the impact of the revision on the projected substantial completion date and the available float for all activities. The addition of detail to prospective activities shall not be deemed a revision if the overall duration of the detailed activity does not change.

(i) Updates. Unless a different period for updates is specified elsewhere, the Contractor shall update the project schedule weekly to reflect actual progress in completing the work, and submit the updated project schedule by the following Monday.

(End of clause)

(ix) **GSAR Clause 552.236-21, Specifications and Drawings for Construction (Mar 2019)**

(a) In case of difference between small and large-scale drawings, the large-scale drawings shall govern.

(b) Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing.

(c) On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work.

(d) Where the word "similar" occurs on the drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

(e) Standard details or specification drawings are applicable when listed, bound with the specifications, noted on the drawings, or referenced elsewhere in the specifications.

(1) Where notes on the specification drawings indicate alterations, such alterations shall govern.

(2) In case of difference between standard details or specification drawings and the specifications, the specifications shall govern.

(3) In case of difference between the standard details or specification drawings and the drawings prepared specifically for this contract, the drawings prepared specifically for this contract shall govern.

(f) Different requirements within the contract documents shall be deemed inconsistent only if compliance with both cannot be achieved.

(g) Unless otherwise noted, the drawings shall be interpreted to provide for a complete construction, assembly, or installation of the work, without regard to the detail with which material components are shown in the drawings.

(End of clause)

(x) GSAR Clause 552.236-70, Authorities and Limitations (Mar 2019) [CO

(a) All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested in him by the contract documents, except that he shall have the right to designate authorized representatives to act for him. Wherever any provision in this contract specifies an individual (such as, but not limited to, Construction Engineer, Resident Engineer, Inspector or Custodian) or organization, whether Governmental or private, to perform any act on behalf of or in the interests of the Government, that individual or organization shall be deemed to be the Contracting Officer's authorized representative under this contract but only to the extent so specified. The Contracting Officer may, at any time during the performance of this contract, vest in any such authorized representatives additional power and authority to act for him or designate additional representatives, specifying the extent of their authority to act for him; a copy of each document vesting additional authority in an authorized representative or designating an additional authorized representative shall be furnished to the Contractor.

(b) The Contractor shall perform the contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) issued by an authorized representative in accordance with his authority to act for the Contracting Officer; but the Contractor assumes all the risk and consequences of performing the contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) issued by an authorized representative in accordance with his authority to act for the ion) of anyone not authorized to issue such order.

(End of clause)

(xi) GSAR Clause 552.236-71, Contractor Responsibilities (Mar 2019) [CO

(a) The Contractor shall be responsible for compliance with applicable codes, standards and regulations pertaining to the health and safety of personnel during performance of the contract.

(b) Unless expressly stated otherwise in the contract, the Contractor shall be responsible for all means and methods employed in the performance of the contract.

(c) The Contractor shall immediately bring to the Contracting Officer's attention any hazardous materials or conditions not disclosed in the contract documents discovered by or made known to the Contractor during the performance of the contract.

(d) The Contractor shall be responsible for providing professional design services in connection with performance of the work or portions of the work only if this responsibility is expressly stated in the contract, and the contract documents provide the performance and design criteria that such services will be required to satisfy. In the performance of such work, the Contractor shall be responsible for retaining licensed design professionals, who shall sign and seal all drawings, calculations, specifications and other submittals that the licensed professional prepares. The Contractor shall be responsible for, and GSA shall be entitled to rely upon, the adequacy and completeness of all professional design services provided under the contract.

(e) Where installation of separate work components as shown in the contract will result in conflict or interference between such components or with existing conditions, including allowable tolerances, it is the Contractor's responsibility to bring such conflict or interference to the attention of the Contracting Officer and seek direction before fabrication, construction, or installation of any affected work. If the Contractor fabricates, constructs, or installs any work prior to receiving such direction, the Contractor shall be responsible for all cost and time incurred to resolve or mitigate such conflict or interference.

(f) Where drawings show work without specific routing, dimensions, locations, or position relative to other work or existing conditions, and such information is not specifically defined by reference to specifications or other information supplied in the contract, the Contractor is responsible for routing, dimensioning, and locating such work in coordination with other work or existing conditions in a manner consistent with contract requirements.

(g) It is not the Contractor's responsibility to ensure that the contract documents comply with applicable laws, statutes, building codes and regulations. If it comes to the attention of the Contractor that any of the contract documents do not comply with such requirements, the Contractor shall promptly notify the Contracting Officer in writing. If the Contractor performs any of the work prior to notifying and receiving direction from the Contracting Officer, the Contractor shall

assume full responsibility for correction of such work, and any fees or penalties that may be assessed for non-compliance.
(End of clause)

(xii) GSAR Clause 552.236-72, Submittals (Mar 2019)

(a) The Contractor shall prepare and submit all submittals as specified in the contract or requested by the Contracting Officer.

(1) Submittals may include: safety plans, schedules, shop drawings, coordination drawings, samples, calculations, product information, or mockups.

(2) Shop drawings may include fabrication, erection and setting drawings, manufacturers' scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature, and performance and test data.

(b) Unless otherwise provided in this contract, or otherwise directed by the Contracting Officer, submittals shall be submitted to the Contracting Officer.

(c) The Contractor shall be entitled to receive notice of action on submittals within a reasonable time, given the volume or complexity of the submittals and the criticality of the affected activities to substantial completion as may be indicated in the project schedule

(d) Review of submittals will be general and shall not be construed as permitting any departure from the contract requirements.

(e) The Contractor shall not proceed with construction work or procure products or materials described or shown in submittals until the submittal is reviewed. Any work or activity undertaken prior to review shall be at the Contractor's risk. Should the Contracting Officer subsequently determine that the work or activity does not comply with the contract, the Contractor shall be responsible for all cost and time required to comply with the Contracting Officer's determination. The Contracting Officer shall have the right to order the Contractor to cease execution of work for which submittals have not been reviewed. The Government shall not be liable for any cost or delay incurred by the Contractor attributable to the proper exercise of this right.

(f) The Contractor shall identify, in writing, all deviations or changes in resubmitted submittals. In the absence of such written notice, review of a resubmission shall not include or apply to such deviations or changes.

(End of clause)

(xiii) GSAR Clause 552.236-73, Subcontracts (Apr 1984)

[(a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit the work performed by any trade.

(b) The Contractor shall be responsible to the Government for acts and omissions of his own employees and of subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, subcontractors and suppliers.

(c) The Government will not undertake to settle any differences between or among the Contractor, subcontractors, or suppliers.

(End of clause)

(xiv) GSAR Clause 552.243-71, Equitable Adjustments (Mar 2019)

(a) This clause governs the determination of equitable adjustments to which the Contractor may be entitled under the "Changes" clause prescribed by FAR 52.243-4, the "Changes and Changed Conditions" clause prescribed by FAR 52.243-5, the "Differing Site Conditions" clause prescribed by FAR 52.236-2, and any other provision of this contract allowing entitlement to an equitable adjustment. This clause does not govern determination of the Contractor's relief allowable under the "Suspension of Work" clause prescribed by FAR 52.242-14.

(b) At the written request of the Contracting Officer, the Contractor shall submit a proposal, in accordance with the requirements set forth herein, for an equitable adjustment to the contract for changes or other conditions that may entitle a Contractor to an equitable adjustment. If the Contractor deems an oral or written order to be a change to the contract, it shall promptly submit to the Contracting Officer a proposal for equitable adjustment attributable to such deemed change. The proposal shall also conform to the requirements set forth herein.

(c) The proposal shall be submitted within the time specified in the "Changes", "Changes and Changed Conditions", or "Differing Site Conditions" clause, as applicable, or such other time as may reasonably be required by the Contracting Officer.

(d) Proposals for equitable adjustments, including no cost requests for adjustment of the contract's required completion date, shall include a detailed breakdown of the following elements, as applicable:

(1) Direct Costs.

(2) Markups.

(3) Change to the time for completion specified in the contract.

(e) Direct Costs. The Contractor shall separately identify each item of deleted and added work associated with the change or other condition giving rise to entitlement to an equitable adjustment, including increases or decreases to unchanged work impacted by the change. For

each item of work so identified, the Contractor shall propose for itself and, if applicable, its first two tiers of subcontractors, the following direct costs:

(1) Material cost broken down by trade, supplier, material description, quantity of material units, and unit cost (including all manufacturing burden associated with material fabrication and cost of delivery to site, unless separately itemized);

(2) Labor cost broken down by trade, employer, occupation, quantity of labor hours, and burdened hourly labor rate, together with itemization of applied labor burdens (exclusive of employer's overhead, profit, and any labor cost burdens carried in employer's overhead rate);

(3) Cost of equipment required to perform the work, identified with material to be placed or operation to be performed;

(4) Cost of preparation and/or revision to shop drawings and other submittals with detail set forth in paragraphs (e)(1) and (e)(2) of this clause;

(5) Delivery costs, if not included in material unit costs;

(6) Time-related costs not separately identified as direct costs, and not included in the Contractor's or subcontractors' overhead rates, as specified in paragraph (g) of this clause; and

(7) Other direct costs.

(f) Marked-up costs of subcontractors below the second tier may be treated as other direct costs of a second tier subcontractor, unless the Contracting Officer requires a detailed breakdown under paragraph (i) of this clause.

(g) Extensions of Time and Time-related Costs. The Contractor shall propose a daily rate for each firm's time-related costs during the affected period, and, for each firm, the increase or decrease in the number of work days of performance attributable to the change or other condition giving rise to entitlement to an equitable adjustment, with supporting analysis. Entitlement to time and time-related costs shall be determined as follows:

(1) Increases or decreases to a firm's time-related costs shall be allowed only if such increase or decrease necessarily and exclusively results from the change or other condition giving rise to entitlement to an equitable adjustment.

(2) The Contractor shall not be entitled to an extension of time or recovery of its own time-related costs except to the extent that such change or other condition necessarily and exclusively causes its duration of performance to extend beyond the completion date specified in the contract.

(3) Costs may be characterized as time-related costs only if they are incurred solely to support performance of this contract and the increase or decrease in such costs is solely dependent upon the duration of a firm's performance of work.

(4) Costs may not be characterized as time-related costs if they are included in the calculation of a firm's overhead rate.

(5) *Equitable adjustment of time and time-related costs shall not be allowed unless the analysis supporting the proposal complies with provisions specified elsewhere in this contract regarding the Contractor's project schedule.*

(h) *Markups. For each firm whose direct costs are separately identified in the proposal, the Contractor shall propose an overhead rate, profit rate, and where applicable, a bond rate and insurance rate. Markups shall be determined and applied as follows:*

(1) *Overhead rates shall be negotiated, and may be subject to audit and adjustment.*

(2) *Profit rates shall be negotiated, but shall not exceed ten percent, unless entitlement to a higher rate of profit may be demonstrated.*

(3) *The Contractor and its subcontractor[s] shall not be allowed overhead or profit on the overhead or profit received by a subcontractor, except to the extent that the subcontractor's costs are properly included in other direct costs as specified in paragraph (f) of this clause.*

(4) *Overhead rates shall be applied to the direct costs of work performed by a firm, and shall not be allowed on the direct costs of work performed by a subcontractor to that firm at any tier except as set forth below in paragraphs (h)(6) and (h)(7) of this clause.*

(5) *Profit rates shall be applied to the sum of a firm's direct costs and the overhead allowed on the direct costs of work performed by that firm.*

(6) *Overhead and profit shall be allowed on the direct costs of work performed by a subcontractor within two tiers of a firm at rates equal to only fifty percent of the overhead and profit rates negotiated pursuant to paragraphs (h)(1) and (h)(2) of this clause for that firm, but not in excess of ten percent when combined.*

(7) *Overhead and profit shall not be allowed on the direct costs of a subcontractor more than two tiers below the firm claiming overhead and profit for subcontractor direct costs.*

(8) *If changes to a Contractor's or subcontractor's bond or insurance premiums are computed as a percentage of the gross change in contract value, markups for bond and insurance shall be applied after all overhead and profit is applied. Bond and insurance rates shall not be applied if the associated costs are included in the calculation of a firm's overhead rate.*

(9) *No markup shall be applied to a firm's costs other than those specified herein.*

(i) *At the request of the Contracting Officer, the Contractor shall provide such other information as may be reasonably necessary to allow evaluation of the proposal. If the proposal includes significant costs incurred by a subcontractor below the second tier, the Contracting Officer may require the same detail for those costs as required for the first two tiers of subcontractors, and markups shall be applied to these subcontractor costs in accordance with paragraph (h).*

(j) *Proposal Preparation Costs. If performed by the firm claiming them, proposal preparations costs shall be included in the labor hours proposed as direct costs. If performed by an outside consultant or law firm, proposal preparation costs shall be treated as other direct*

costs to the firm incurring them. Requests for proposal preparation costs shall include the following:

(1) A copy of the contract or other documentation identifying the consultant or firm, the scope of the services performed, the manner in which the consultant or firm was to be compensated, and if compensation was paid on an hourly basis, the fully burdened and marked-up hourly rates for the services provided.

(2) If compensation was paid on an hourly basis, documentation of the quantity of hours worked, including descriptions of the activities for which the hours were billed, and applicable rates.

(3) Written proof of payment of the costs requested. The sufficiency of the proof shall be determined by the Contracting Officer.

(k) Proposal preparation costs shall be allowed only if—

(1) The nature and complexity of the change or other condition giving rise to entitlement to an equitable adjustment warrants estimating, scheduling, or other effort not reasonably foreseeable at the time of contract award;

(2) Proposed costs are not included in a firm's time-related costs or overhead rate; and

(3) Proposed costs were incurred prior to a Contracting Officer's unilateral determination of an equitable adjustment under the conditions set forth in paragraph (o), or were incurred prior to the time the request for equitable adjustment otherwise became a matter in dispute.

(l) Proposed direct costs, markups, and proposal preparation costs shall be allowable in the determination of an equitable adjustment only if they are reasonable and otherwise consistent with the contract cost principles and procedures set forth in 31 of the Federal Acquisition Regulation (48 CFR 31) in effect on the date of this contract. Characterization of costs as direct costs, time-related costs, or overhead costs must be consistent with the requesting firm's accounting practices on other work under this contract and other contracts.

(m) If the Contracting Officer determines that it is in the Government's interest that the Contractor proceed with a change before negotiation of an equitable adjustment is completed, the Contracting Officer may order the Contractor to proceed on the basis of a unilateral modification to the contract increasing or decreasing the contract price by an amount to be determined later. Such increase or decrease shall not exceed the increase or decrease proposed by the Contractor.

(n) If the parties cannot agree to an equitable adjustment, the Contracting Officer may determine the equitable adjustment unilaterally.

(o) The Contractor shall not be entitled to any proposal preparation costs incurred subsequent to the date of a unilateral determination or denial of the request if the Contracting Officer issues a unilateral determination or denial under any of the following circumstances:

(1) The Contractor fails to submit a proposal within the time required by this contract or such time as may reasonably be required by the Contracting Officer.

(2) The Contractor fails to submit additional information requested by the Contracting Officer within the time reasonably required.

(3) Agreement to an equitable adjustment cannot be reached within 60 days of submission of the Contractor's proposal or receipt of additional requested information, despite the Contracting Officer's diligent efforts to negotiate the equitable adjustment.

(End of clause)

VI. Method of Award

VI.A. Evaluation of Offers

(1) The Government will award a contract resulting from this Solicitation to the responsible Offeror whose offer conforming to the Solicitation will be the best value to the Government, Total Evaluated Price and other factors considered. In addition to Total Evaluated Price, the following non-price factors shall be used to evaluate offers:

Past Performance (40%)

1. Factor 1: Firm's Past Performance (20%)
 - 1.1. Adherence to the contract documents.
 - 1.2. Adherence to the project schedule.
 - 1.3. Adherence to the project budget.
2. Factor 2: Key Personnel Past Performance & Qualifications (20%)

Technical (60%)

3. Factor 3: Construction Management (20%)
4. Factor 4: Quality Management (20%)
5. Factor 5: Project Schedule (20%)

(2) Non-Price Factors, when combined, are significantly equal in importance to Total Evaluated Price.

(3) Each non-price factor, unless specified as a go-no-go factor, will receive a rating of either 1, 2, 3, 4, or 5. The go-no-go factor will be evaluated as a pass or fail. The sequential order of the rating from the least favorable to most favorable degree to meet the standards of the specific evaluated factor is 1, 2, 3, 4, 5.

VI.B. Determination of Responsibility

In order to be considered responsible, an Offeror must demonstrate that it meets the requirements of FAR 9.104-1. The Contracting Officer's determination of an Offeror's responsibility or non-responsibility may be based upon any information obtained by the Contracting Officer, and is independent of the evaluation of offers set forth herein.

VI.C. Price Reasonableness

The proposed prices will be evaluated for reasonableness. Price reasonableness determines whether an Offeror's price is too high. Analysis of price proposals will be performed using one or more of the techniques defined in FAR 15.404 in order to determine price reasonableness. Normally, price reasonableness is established through adequate price competition, but may also be determined through price analysis techniques as described in FAR 15.404-1. Notwithstanding anything to the contrary in this solicitation and for the avoidance of doubt, the Government will not perform a price realism analysis of the Offeror's proposal.

VI.D. Unbalanced Prices

Offers must include balanced prices. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of price analysis techniques. All offers with separately priced line items or subline items shall be analyzed to determine if the prices are unbalanced. If price analysis techniques indicate that an offer is unbalanced, the contracting officer shall: (i) Consider the risks to the Government associated with the unbalanced pricing in determining the competitive range and in making the source selection decision; and (ii) Consider whether award of the contract will result in paying unreasonably high prices for contract performance. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

VI.E. Total Evaluated Price

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s). Total Evaluated Price shall be calculated using the prices indicated in the Price Proposal, using the following formula:

VI.F. Non-Price Factors

Non-Price Factors are located in Section "II.D. Technical Proposal" of this solicitation.

VI.G. Evaluation of Joint Venture Offerors

In the evaluation of responsibility and non-price factors, information submitted for a party to the joint venture will only be evaluated to the extent that the terms of the joint venture agreement do not limit such party's performance or financial obligations as a party to the Contract contemplated by this Solicitation..]

RFP 47PJ0020R0111 Solicitation Attachment One

General Services Administration, Public Buildings Service Region 8

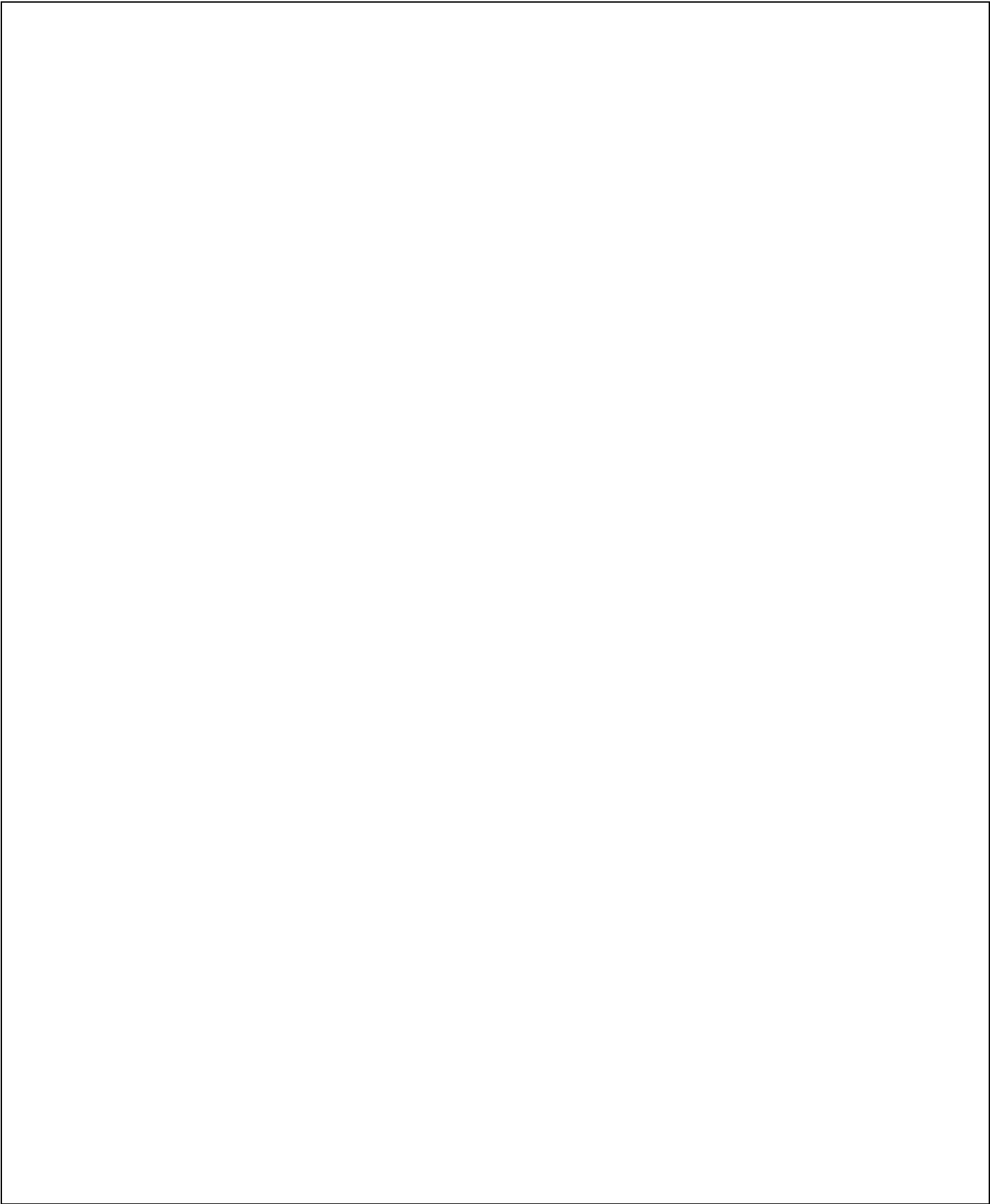
Project: Customs and Border Protection
Sweetgrass Land Port of Entry
Interstate 15 N at Canadian Border Sweetgrass, Montana 59485

Request for Proposal Attachment: Offeror's Past Performance Questionnaire for

Request for Proposal 47PJ0020R0111 U.S. Customs and Border Protection Seizure Vault Sweetgrass, MT FOR OFFICIAL USE ONLY, SOURCE SELECTION INFORMATION (FAR 3.104)

INSTRUCTIONS: The offeror must complete Section 1, 2, and 3 on this form, contact their clients, forward this form to the client point of contact, and request the client reference complete Section 4 and the past performance questionnaire (pages 3 – 4). Client references should refer to page 5 to mark the technical complexity of work in Section 4. Any requested explanations in Sections 1 – 4 must be limited to no more than 500 characters (with spaces). The past performance evaluation will include the past performance of the offeror as the Prime contractor on similar projects with an estimated or actual cost of construction of greater than or equal to \$2,000,000 within the last 5 years prior to issuance of the solicitation. Offeror must provide a minimum of three (x3) reference projects with associated narratives that will provide the Government a basis of understanding for the contractors past performance.

<u>SECTION 1: CONTRACTOR INFORMATION</u>
Contractor Name:
Address:
Unique Entity Identifier Number (e.g. DUNS):
Point of Contact:
Phone Number:
Email Address:
Reference Email Address:
<u>SECTION 3: CONTRACT INFORMATION</u>
Contract No.:
Delivery/Task Order Number (if applicable):
Project Title :
Contract Location:
Award Date (mm/dd/yy):
Original Completion Date (mm/dd/yy):
Actual Completion Date (mm/dd/yy):
<p>Instructions: In 500 words or less describe how the above mentioned project adhered to the baseline schedule. Describe any reasons for schedule deviations in the offerors past performance sample project(s) and what the team did in order to meet the schedule. Were there any change orders either customer driven or contractor driven and how the impact was solidified in the schedule. Did the offeror meet the period of performance? If not, explain why.</p>



Original Contract Price:
Actual Contract Price:
<p>Instruction: In 500 words or less describe how the above mentioned project original contract amount. Offeror may provide quantitative metrics to assist the evaluating team better understand overall project performance in terms of budget. For instance, these metrics may be in the number of RFI's adverted, change orders averted, value engineering employed, and or cost/claim items that either saved the project money or resulted in cost overruns.</p>
<p><u>SECTION 3: CLIENT INFORMATION</u></p>
Reference Email Address:
Reference Name and Title:
Reference Phone Number:

SECTION 4: PROJECT DETAILS

Technical Complexity of Work

(Refer to page 5 to verify the indicated technical complexity of work):

☐ High ☐ Medium ☐ LowDo you concur with the information and project description provided by the offeror (sec. 1 – sec. 3) for the selected project submitted for the offeror's past performance? ☐ Yes ☐ No (If no, please give a brief explanation of the discrepancy).

Explanation of any discrepancy (as needed):

Does the project use a design-build delivery method? ☐ Yes ☐ NoDid the offeror perform work as the prime contractor? ☐ Yes ☐ No

INSTRUCTIONS: Clients should complete past performance questionnaire (PPQ) (pages 4 and 5 of this attachment) and review Offeror's Relevant Experience Attachment (to ensure contractor completed information is correct). Clients are also requested to complete Section 4 on page 2. The PPQ should be returned to the offeror to be submitted in response to GSA Solicitation No. XXXXXXXXXX and the indicated client reference should sign the PPQ. If requested by the offeror, then the client may submit the completed PPQ directly to Monique Brumley (Monique.brumley@gsa.gov) and Kim Westerhaus (kim.westerhaus@gsa.gov).

INSTRUCTIONS: Please mark the adjective rating which best reflects your evaluation of the contractor's performance. The client may attach pages or increase the row height to any fields that request a written response if the box does not provide sufficient space. Refer to page 6 for the definitions of adjectival ratings. Narrative responses for each rating factor (quality, schedule/timeliness of performance, management, customer satisfaction, and general) are limited to 500 words or less. If additional space is necessary, the blocks for explanations may be expanded or page(s) may be attached to the PPQ.

QUALITY:	E	VG	S	M	U
The overall perceived quality of the services and product.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Effectiveness of identification of issues in quality of work and correction of deficient work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Effectiveness of independent technical reviews and ability to address and review comments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ability to develop a design within stated specifications, requirements, and the scope of work and deliver a final product in accordance with the plans and drawings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note: If applicable, provide an explanation of resolution measures. Describe any evident measures attributed to the quality rating.

SCHEDULE/TIMELINESS OF PERFORMANCE:	E	VG	S	M	U
Compliance with delivery/completion schedules including any significant intermediate milestones, including the completion of punch list items.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness responding to questions, comments, and requests for changes as well as incorporation of comments into the development of final product.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness in completion of administrative activities such as invoices, security clearances, furnishing of any O&M manuals, an					
<p><i>Note: Describe transparency of project schedule and any other processes or tools utilized to ensure timeliness of overall project delivery. Describe any issues in timeliness and whether the contractor adequately implemented corrective action to maintain or improve the schedule.</i></p>					
MANAGEMENT:	E	VG	S	M	U
Effectiveness of management and coordination of activities to ensure incorporation of input from all stakeholders and produce a solution aligned with requirements, scope, and specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Effectiveness in the management solution with overall constructability ¹ .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Effectiveness of business relationship with the design firm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Effectiveness of quality control/quality assurance processes to produce a product of stated quality or better while successfully controlling costs/price.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>Note: Describe efforts taken by contractor to manage the overall quality of the product. Describe how contractor's efforts to integrate and coordinate activities contributed to achievement of project goals and objectives.</i></p>					

¹ "Constructability" means "...the effective and timely integration of construction knowledge into the conceptual planning, design, construction, and field operations of a project to achieve the overall project objectives in the best possible time and accuracy at the most cost-effective levels." (Source: Construction Management Institute, Constructability (Best Practice) RT003-Topic Summary)

OVERALL PAST PERFORMANCE:	E	VG	S	M	U
Provide a rating of the overall customer satisfaction with the project.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL PAST PERFORMANCE INFORMATION:					
Would you hire or work with this firm again?	<input type="checkbox"/> Yes <input type="checkbox"/> No				
Were liquidated damages assessed?	<input type="checkbox"/> Yes <input type="checkbox"/> No				
<i>Provide any additional remarks with specific events or actions to justify whether or not the firm would (or would not) be recommended.</i>					

INFORMATION: Use the following to describe or verify the technical complexity of the project.

Rating	Definition	Examples
Low	The contract requires mature, proven technology or services of a non-complex nature, such as the production of simple items, or performance of simple operations. Contract requirements are simple, and efforts are routine. Highly skilled labor is not required in order to meet contract requirements. The contract may be for a follow-on, repetitive type, or commercial acquisition. Contract requirements can be accomplished with a low degree of management effort, and routine services may be performed with minimal supervision.	commercial-off-the-shelf supplies or parts (such as transistors) commercial services (such as grounds keeping)
Medium	The contract requires mature, proven technology or services of a moderately complex nature. While the technology may be moderately complex, and the services require skilled labor, no new technology is being developed, and the technology is being used for proven applications only. No new applications of technology are being performed. Contract specifications have moderate tolerances, and may have a routine delivery schedule. A moderate degree of management oversight is required to ensure accomplishment of contract requirements.	night vision goggles design and construction services for repairs and alterations to real property financial support services
High	The contract requires new technology or services, or a new application of existing technology or services, with a high degree of technical uncertainty. Performance requires state-of-the-art machinery, or highly skilled personnel. Contract specifications include stringent tolerance limits, and services must be performed to exacting standards. The contract may have an accelerated delivery schedule. A high degree of management effort is required to ensure accomplishment of contract requirements.	development of new aircraft development of new weapon system

INFORMATION: Use the following adjective ratings and definitions in your evaluation of the Contractor's performance.

Rating	Definition	Note
(E) Exceptional	The offerors past performance exceeds the level of scope, magnitude, level of effort, and complexities as in this solicitation. The offerors past performance exceeded in many ways to the benefit of the end users showing very little problems or setbacks during period of performance.	An Exceptional rating is appropriate when the contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	The offerors past performance involves essentially the same level of or greater scope, magnitude, level of effort, and complexities as in this solicitation. Performance meets contractual requirements. The risk of uncertainty in the contractor's ability to successfully complete the project within schedule and budget is minimal.	A Very Good rating is appropriate when the contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	The offerors past performance involved similar scope, magnitude, level of effort, and complexities as specified in this solicitation package. Risk of uncertainty in the contractor's ability to perform the work is low.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	The offerors past performance involved some of the scope elements, magnitude of effort, and complexities involved in the solicitation package. Risk of uncertainty in the contractor's ability to accomplish the work is high.	A Marginal rating is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	The offerors past performance presented little or none of the scope, magnitude, effort, or complexities as specified in this solicitation.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.

Construction Contract for: Sweetgrass LPOE CBP Property Vault Construction Project

The Agreement

March 31, 2020

Table of Contents

- I. Project Information**
 - A. Project Summary
 - B. The Contract
 - C. Period Of Performance
 - D. Work Conditions/Site Requirements
 - E. Authorized Representatives
 - F. Contract Liquidated Damages Rate
 - G. Buy American Exceptions
 - H. Statement of Work, Specifications, Drawings, Exhibits and Other Attachments
- II. Prices**
 - A. Basis of Pricing
 - B. Contract Price Form
- III. Terms and Conditions**
 - A. Contractor Responsibilities
 - B. Project Schedule
 - C. Submittals
 - D. Finality of Contract Modifications
 - E. Liquidated Damages
 - F. Insurance Requirements
 - G. Order of Precedence
 - H. Administrative Matters
 - I. Non-Compliance with Contract Requirements
 - J. Safeguarding Sensitive Data and Information Technology Resources
 - K. Options and Allowances
 - L. Equal Employment Opportunity Plan
 - M. Additional Terms and Conditions
 - i. GSAR 552.236-74, Evaluation of Options (Mar 2019)
 - ii. GSAR 552.236-75, Evaluation Exclusive of Options (Mar 2019)
 - iii. GSAR 552.236-77, Government's Right to Exercise Options (Mar 2019)
- IV. Contract Clauses**
 - A. Clauses Incorporated in Full Text
 - 1. FAR 52.222-99 Establishing a Minimum Wage for Contractor (JUL 2014) (DEVIATION)
 - 2. FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)
 - 3. FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 08)
 - 4. GSAR 552.204-9 Personal Identity Verification Requirements (OCT 2012)
 - 5. GSAR 552.211-10 Commencement, Prosecution and Completion of Work (Mar 2019)
 - 6. GSAR 552.211-12 Liquidated Damages – Construction (Mar 2019)
 - 7. GSAR 552.211-13 Time Extensions (Mar 2019)
 - 8. GSAR 552.211-70 Substantial Completion (Mar 2019)
 - 9. GSAR 552.232-5 Payments Under Fixed-Price Construction Contracts (Mar 2019)
 - 10. GSAR 552.236-6 Superintendence by the Contractor (Mar 2019)

11. GSAR 552.236-11 Use and Possession Prior to Completion (Mar 2019)
12. GSAR 552.236-15 Schedules for Construction Contracts (Mar 2019)
13. GSAR 552.236-21 Specifications and Drawings for Construction (Mar 2019)
14. GSAR 552.236-71 Contractor Responsibilities (Mar 2019)
15. GSAR 552.236-72 Submittals (Mar 2019)
16. GSAR 552.252-6 Authorized Deviations in Clauses (Deviation FAR 52.252-6) (Sep 99)
17. FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)
18. GSAR 552.204-70, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (DEVIATION I) (AUG 2019)
19. Buy American Requirements
20. Additional Clauses
 - i. GSAR 552.236-70 Authorities and Limitations (Mar 2019)
 - ii. GSAR 552.236-73 Subcontracts (Mar 2019)
 - iii. GSAR 552.243-71 Equitable Adjustments (Mar 2019)
21. FAR 52.222-62, Paid Sick Leave under Executive Order 13706 (Jan 2017)
22. Project Labor Agreement
23. FAR 52.223-21, FOAMS (Jun 2016)
- B. 24. FAR 52.244-5, Competition in Subcontracting (DEC 96) Clauses Incorporated by Reference
- C. Subcontract Requirements

I. Project Information

I.A. Project Summary

The purpose of this project is to furnish, install, and complete all work necessary to build an approximately 1700 SF Facility in Sweetgrass, Montana in full compliance with Plans and Specifications. The standalone facility will include the following space uses: office space, restrooms, storage room, mechanical room, janitorial closet, vestibule/seizure processing area, vehicle parking, loading dock, and a seized property high security concrete modular vault. The seized property modular vault is currently located in Long Beach, California. The project goal is to transport the existing vault from Long Beach, CA to Sweetgrass, Montana and construct the housing facility encompassing the vault for the U.S. Customs and Border Protection (CBP) Office of Field Operations, Fines, Penalties and Forfeitures Division (FPFD).

I.B. The Contract

(1) The Contract consists of the SF1442, the Agreement, the Statement of Work, Specifications, Drawings, Exhibits, Amendments, Modifications, and other Attachments identified herein (collectively, the Contract Documents). The Contract contains the entire agreement of the Parties, and no prior written or oral agreement, express or implied, shall be admissible to contradict or modify any part of the Contract.

(2) The Contractor shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution of the work described in and reasonably inferable from the Contract Documents (the Work), whether temporary or permanent. In consideration for, and upon condition of, the Contractor's completion of the Work, GSA shall pay the Contractor the price or prices established in Section II, subject to the terms and conditions set forth in this Contract.

I.C. Period of Performance

(1) *Commencement of Design Phase Services.* The Contractor shall commence performance of the Design Phase Services within 10 days after the Contractor receives the Notice to Proceed (NTP).

(2) *Substantial Completion.* The Contractor shall achieve Substantial Completion of the Work, as that term is defined in this Agreement, no later than 579 calendar days from issuance of Notice to Proceed (NTP).

(3) *Contract Completion.* The Contractor shall achieve Contract Completion, as the term is defined in this Agreement, within 30 calendar days of Substantial Completion.

I.D. Work Conditions/Site Requirements

The general contractor shall be responsible for the management of the workflow process. It is expected that the general contractor will communicate the project schedule to all relevant stakeholders. The building is occupied throughout the project and will require a plan to minimize the disturbance on occupants.

I.E. Authorized Representatives

(1) This Contract is between the United States of America, acting by and through the Administrator of General Services (GSA), and the Contractor (the Parties). References in this Contract to "the Owner" or "the Government" shall be understood to refer to GSA. The following individual is designated as the only authorized GSA representative under this Contract, unless other warranted contracting officers are designated in writing:

Authorized Representative Information:	
Contracting Officer's Information	
Name:	Monique Brumley
Address:	One Denver Federal Center, Building 41 Denver, CO 80225-0546
Telephone:	303-236-2800
Email:	Monique.brumley@gsa.gov

(2) For the applicable authorities and limitations see Section IV of this Agreement, GSAR 552.236-70.

I.F. Contract Liquidated Damages Rate

In accordance with GSAR 552.211-12, Liquidated Damages – Construction, in Section IV of this Agreement, liquidated damages shall be calculated at the rate of \$282.45 per calendar day.

I.G. Buy American Exceptions

For the applicable Buy American clause and any exceptions, see Section IV of this Agreement, GSAR 552.236-70.

I.H. Statement of Work, Specifications, Drawings, Exhibits, and Other Attachments

The following documents are incorporated by reference into this Contract.

- (1) The Solicitation, No. 47PJ0020R0111, Dated March 31, 2020
- (2) The Agreement, No. 47PJ0020R0111, Dated March 31, 2020
- (3) Statement of Work and Appendices for Solicitation, No. 47PJ0020R0111, Dated March 31, 2020
- (4) Wage Determination, MT2020058, Dated 02/21/2020
- (5) Offeror Representations and Certifications, No. 47PJ0020R0111

II. Prices**II.A. Basis of Pricing**

(1) *Contract Prices.* All Contract prices set forth in this Section include all costs necessary to complete the work for which the price is established (e.g., Base Contract, Unit Price, Options) in accordance with the Contract Documents, including, but not limited to, the cost of work performed by subcontractors and consultants, indirect costs, fees, expenses, taxes, and profit.

(2) *Knowledge of Conditions Affecting Price.* FAR 52.236-3, Site Investigations and Conditions Affecting the Work, is incorporated by reference in this Contract. The Contractor shall be presumed to have established all prices with knowledge of general and local conditions that may affect the cost of Contract performance at the site where the Work is to be performed, to the extent that such information is reasonably obtainable.

(3) *Unit Prices and Allowances.* If any portion of the Work is to be performed on a unit price basis, the Unit Price shall include all costs of coordinating and incorporating the unit-priced portion of the Work into the Base Contract Work. The Contractor shall only be obligated to perform unit-priced work to the extent that an Allowance has been established. The Contractor shall be obligated to perform such work in excess of a unit quantity for which an Allowance is established only if directed by the Contracting Officer in writing. The Contractor shall be bound to the unit price or prices set forth herein in all equitable adjustments for changes including unit priced work, and no markups shall be applied to such unit prices.

(4) *Options.* If any portion of the Work is to be performed upon the timely exercise of an Option, the Option Price shall include all costs of coordinating and incorporating the Option-priced portion of the Work into the Base Contract Work. An adjustment to the Contract price for such additional work shall be computed solely on the basis of the Option price or prices set forth herein. Unless otherwise specified, all options may be exercised within 90 days of Contract award.

(5) *Bid Rates.* If this Contract includes Bid Rates to be used in determination of equitable adjustments (e.g., overhead, profit, daily rates for time-related costs), such rates shall be deemed to include all costs recoverable as components of an equitable adjustment consistent with the requirements, definitions, and exclusions applicable to equitable adjustments set forth in this Contract, and consistent with the Contractor's cost accounting practices. Unless otherwise specified, the bid rates shall be deemed to include only the Contractor's costs, and not the costs of any subcontractors.

II.B. Contract Price Form

The Price Proposal shall consist of the SF 1442 and the Agreement, with prices and/or rates indicated for each price element shown on the pricing form included in Section II of the Agreement. Indicate the Base Contract Price, or if no such distinction is made, the Contract Price, in Block 17 of the SF 1442, which must be fully executed by the Offeror.

III. Terms and Conditions

III.A. Contractor Responsibilities

GSAR 552.236-71, Contractor Responsibilities is located in Section IV.A. of this Agreement and is supplemented as follows:

(1) For the purposes of FAR 52.236-1, Performance of Work by the Contractor, the Contractor shall perform at least 12% (twelve percent) of the Work.

(2) The Contractor shall secure and pay for all necessary permits and governmental fees, licenses, and inspections that are customarily secured after award of the Contract and that are legally required at the time of award. The Contractor shall provide a copy of the permits required for execution of the work to the Contracting Officer prior to commencement of any related work

(3) FAR 52.211-10, Commencement, Prosecution, and Completion of Work, and GSAR 552.211-10, Commencement, Prosecution and Completion of Work is supplemented as follows:

The Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of the Work, as defined in GSAR 552.211-70 Substantial Completion (Mar 2019) and the time specified in Section I (Project Information), "Period of Performance" clause. If the Contract specifies different completion dates for different phases or portions of the Work, the Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of such phases or portions of the Work within the times specified.

III.B. Project Schedule

GSAR 552.236-15, Schedules for Construction Contracts is supplemented as follows:

(1) Within 10 days after NTP, the Contractor shall develop and provide a detailed schedule in widely used, commercially available software such as Microsoft Project and Primavera P6 for completion of all Design Stage activities, tasks, and submissions required herein, leading up to and including the final design development submission(s).

III.C. Submittals

FAR 52.236-21, Specifications and Drawings for Construction, and GSAR 552.236-723, Submittals located in Section IV.A. of the Agreement are supplemented as follows:

(1) The Contractor shall prepare and submit to the Contracting Officer shop drawings, samples, calculations, product information, mockups, GSA Form 184 (associated 184A and 184B as necessary), and other submittals (collectively, "submittals") demonstrating compliance with Contract requirements for all Work components as specified elsewhere in this Contract.

III.D. Finality of Contract Modifications

As set forth elsewhere in this Contract, the Contractor is entitled to additional consideration under certain conditions, including the issuance of change orders. It is the Contractor's duty to include in proposals for equitable adjustment or other consideration all compensation to which it may be entitled, including cost and time. Unless otherwise explicitly stated in a modification to the Contract providing such consideration, adjustments to the Contract price or time agreed upon therein shall be deemed to provide all compensation to which the Contractor is entitled, and shall constitute final settlement of the Contractor's entitlement to compensation on account of the change or other condition giving rise to the modification.

III.E. Liquidated Damages

The Contractor acknowledges that time is of the essence for the performance of the Work, and that determining actual damages from delay would be extremely difficult and impractical. If the

Contractor fails to achieve Substantial Completion of the Work in accordance with FAR 52.211-12, Liquidated Damages, GSAR 552.211-12, Liquidated Damages and within the time specified in this Contract, the Contractor shall be liable to the Government for liquidated damages at the rate specified in Section I (Project Information), paragraph entitled, "*Liquidated Damages Rate*," for each calendar day following the required completion date that the Work is not Substantially Complete.

III.F. Insurance Requirements

(1) The Contractor shall obtain and maintain for the entire life of the Contract, in addition to any insurance required by law, the following minimum kinds and amounts of insurance required pursuant to FAR clause 52.228-5, Insurance – Work on a Government Installation, and GSAR 552.228-5, Government as Additional Insured.

(a) Workers' compensation insurance in the amount required by the jurisdiction in which the Contract is performed. The Contractor shall obtain Employers' liability coverage of at least \$2,000,000. If occupational diseases are not covered by workers' compensation insurance, Employers' liability coverage shall include occupational diseases.

(b) Broad form comprehensive commercial general liability insurance in the amount of at least \$5,000,000 per occurrence. Such insurance shall include, but not be limited to, contractual liability, bodily injury and property damage.

(c) Comprehensive automobile liability covering the operation of all automobiles used in connection with performing the Contract in the amount of at least \$1,000,000 per person and \$2,500,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage.

(2) The Contractor shall require that the licensed design professionals it retains for the Project acquire and maintain professional liability insurance in the amount of \$5,000,000 per claim and shall provide proof to the Contracting Officer.

(3) The Contractor shall promptly provide to the Contracting Officer proof that it has obtained insurance required by the Contract in the form of certificates of insurance. The Contractor shall submit to the Contracting Officer all renewal certificates issued during the life of this Contract immediately upon issuance.

III.G. Order of Precedence

Different requirements within this Contract shall be deemed inconsistent only if compliance with both cannot be achieved. In case of inconsistency between Contract Documents, the following order of precedence shall apply:

- (1) Section IV of the Agreement
- (2) Sections I, II, and III of the Agreement
- (3) The Statement of Work
- (4) The Specifications
- (5) The Drawings
- (6) Exhibits and Other Attachments

III.H. Administrative Matters

(1) *Project Meetings.* The Contractor shall attend a preconstruction conference and shall participate in regularly scheduled Project meetings.

(2) *Payments.* FAR clause 52.232-5, Payments under Fixed-Price Construction Contracts, is supplemented by GSAR 552.232-5 Payments under Fixed-Price Construction Contracts located in Section IV.A. of this Agreement. In accordance with the relevant FAR and GSAR clauses, GSA requires the following data be included with each invoice:

(a) Invoices shall be submitted in an original and two (2) copies to the designated billing office specified in this Contract or in individual delivery/work.

(b) Invoices must include the Account Document Number (ADN) assigned at award.

(c) Invoices must include the Account Document Number (ADN) assigned at award:

(i) GSA Form 184A and/or 184B - Construction Progress Report (Construction Phases Only), including the updated Schedule of Values upon which the payment request is based;

(ii) GSA Form 2419 - Certification of Progress Payments Under Fixed-Price Construction Contract;

(iii) The payment terms that apply for the particular services rendered;

(iv) Additional documentation:

N/A

(3) *Prompt Payment.* In accordance with FAR clause 52.232-27, the period for payments is as follows:

(a) Progress Payments: 14 days

(b) Subsequent Subcontractor Payments: 7 days

(4) *Payment Information.* The General Services Administration (GSA) makes information on contract payments available electronically at <http://www.finance.gsa.gov>. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

(5) *Security Clearances.* Contractor shall comply with the following requirements pertaining to security clearances.

(a) All personnel performing work under the Contract on the Project site must obtain an Enter on Duty (EOD) determination before they will be granted access to the site.

(b) To obtain an EOD determination, Contractor shall submit for all such personnel fingerprints on Form SF87 and a completed Contractor Information Worksheet (CIW). Detailed information is available at [Detailed information is available at GSA Access Card](#). USAccess Credentialing Centers can be located at [US Access Centers](#).

(c) In addition, all such personnel who will be on site 6 months or longer must apply for and receive clearance in accordance with Homeland Security Presidential Directive 12 (HSPD-12). See Section IV, *Contract Clauses*, GSAR 552.204-9.

(6) *Safeguarding and Dissemination of Sensitive But Unclassified (SBU) Building Information.*

This clause applies to all recipients of SBU building information, including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

(a) Marking SBU. Contractor-generated documents that contain building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the Contracting Officer (CO) may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

(b) Authorized recipients.

(i) Building information designated SBU must be protected with access strictly controlled and limited to those individuals having a legitimate business need to know such information. Those with a need to know may include Federal, State and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov and have a legitimate business need to know such information. If a subcontractor is not registered in the SAM and has a need to possess SBU building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor shall keep this information related to the subcontractor for the duration of the contract and subcontract.

(ii) All GSA personnel and Contractors must be provided SBU building information when needed for the performance of official Federal, State, and local government functions, such as for code compliance reviews and for the issuance of building permits. Public safety entities such as fire and utility departments may require access to SBU building information on a need to know basis. This clause must not prevent or encumber the dissemination of SBU building information to public safety entities.

c. Dissemination of SBU building information:

(i) By electronic transmission. Electronic transmission of SBU information outside of the GSA network must use session encryption (or alternatively, file encryption). Encryption must be via an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules per GSA policy.

(ii) By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include, but are not limited to CDs, DVDs, and USB drives. Nonelectronic forms of SBU building information include paper documents, among other formats.

1) By mail. Contractors must utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

2) In person. Contractors must provide SBU building information only to authorized recipients with a need to know such information. Further information on authorized recipients is found in Section 2 of this clause.

d. Record keeping. Contractors must maintain a list of all entities to which SBU is disseminated, in accordance with sections 2 and 3 of this clause. This list must include at a

minimum: (1) the name of the State, Federal, or local government entity, utility, or firm to which SBU has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the SBU building information, with access strictly controlled and limited to those individuals having a legitimate business need to know such information; (3) contact information for the named individual; and (4) a description of the SBU building information provided. Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and/or suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

e. Safeguarding SBU documents. SBU building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a legitimate business need to know such information. GSA contractors and subcontractors must not take SBU building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a legitimate business need to know.

f. Destroying SBU building information. When no longer needed, SBU building information must be destroyed so that marked information is rendered unreadable and incapable of being restored, in accordance with guidelines provided for media sanitization within GSA CIO IT Security 06-32, Media Sanitization Guide and Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization. Alternatively, SBU building information may be returned to the CO.

g. Notice of disposal. The contractor must notify the CO that all SBU building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 6 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term. The contractor may return the SBU documents to the CO rather than destroying them.

h. Incidents. All improper disclosures of SBU building information must be immediately reported to the CO at <insert address and contact information> . If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

i. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

III.I. Non-Compliance with Contract Requirements

In the event the Contractor, after receiving written notice from the Contracting Officer of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of Contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

III.J. Safeguarding Sensitive Data and Information Technology Resources

In accordance with FAR 39.105, this section is included in the contract. This section applies to all users of sensitive data and information technology (IT) resources, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers. The following GSA policies must be followed.

These policies can be found at [Directives Library](#).

1. CIO P 2100.1K GSA Information Technology (IT) Security Policy
2. CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
3. CIO 2100.3C Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
4. CIO 2104.1A CIO CHGE 1 GSA Information Technology IT General Rules of Behavior
5. CIO 2105.1 C CHGE 1 GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
6. CIO 2106.1 GSA Social Media Policy
7. CIO 2107.1 Implementation of the Online Resource Reservation Software
8. CIO 2160.4A Provisioning of Information Technology (IT) Devices
9. CIO 2162.1 Digital Signatures
10. CIO P 2165.2 GSA Telecommunications Policy
11. CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
12. CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
13. CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
14. CIO IL-13-01 Mobile Devices and Applications
15. CIO 2102 Information Technology (IT) Integration Policy
16. HCO 9297.1 GSA Data Release Policy
17. HCO 9297.2B GSA Information Breach Notification Policy
18. ADM P 9732.1 D Suitability and Personnel Security

The contractor and subcontractors must insert the substance of this section in all subcontracts.

III.K. Equal Employment Opportunity Plan

III.L. Additional Terms and Conditions

- (i) **GSAR 552.236-74, Evaluation of Options (MAR 2019)** *The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).*

(End of provision)

- (ii) **GSAR 552.236-77, Government's Right to Exercise Options (MAR 2019)**
(a) The Government may exercise any option in writing in accordance with the terms and conditions of the contract within 90 calendar days. Unless otherwise specified, options may be exercised within 90 calendar days of contract award.

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

(End of clause)

IV. Contract Clauses

IV.A. Clauses Incorporated in Full Text

(1) FAR 52.222-99 Establishing a Minimum Wage for Contractor (JUL 2014) (DEVIATION)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 states and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

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

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at [BioPreferred](#).

(c) In the performance of this contract, the Contractor shall—

(1) Report to [System Award Management](#), with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

(3) FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 08)

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

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

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

(b) The Contractor, on completion of this Contract, shall—

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

(2) Submit this estimate to the Contracting Officer.

(4) GSAR 552.204-9 Personal Identity Verification Requirements (OCT 2012)

(a) The contractor shall comply with GSA personal identity verification requirements, identified at [HSP12](#), if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

(5) GSAR 552.211-10 Commencement, Prosecution and Completion of Work (MAR 2019)

FAR 52.211-10, Commencement, Prosecution, and Completion of Work, is supplemented as follows:

- (a) The Contractor shall not commence work until the Contracting Officer issues a notice to proceed.
- (b) Notwithstanding paragraph (a) above, the Contractor must submit any required safety plans before commencing any construction work.
- (c) The Contractor shall diligently prosecute the work so as to achieve substantial completion of the work within the time specified in the contract. If the contract specifies different completion dates for different phases or portions of the work, the Contractor shall diligently prosecute the work so as to achieve substantial completion of such phases or portions of the work within the times specified.

(6) GSAR 552.211-12 Liquidated Damages-Construction (MAR 2019)

FAR 52.211-12, Liquidated Damages-Construction, is supplemented as follows:

- (a) If the Contractor fails to achieve substantial completion of the work within the time specified in the contract, the Contractor shall be liable to the Government for liquidated damages at the rate specified for each calendar day following the required completion date that the work is not substantially complete.
- (b) If the contract requires different completion dates for different phases or portions of the work, the Contractor shall be liable for liquidated damages at the specified rate for each calendar day following the required completion date that the phase or portion of work is not substantially complete. If a single rate is specified, the specified rate shall be apportioned between the different phases or portions of the work.
- (c) If the Government elects to accept any portion of the work not specifically designated as a phase or portion of work with its own required completion date, the liquidated damage rate shall be apportioned between accepted work and uncompleted work, and the Contractor's liability for liquidated damages shall be computed accordingly.

(7) GSAR 552.211-13 Time Extensions (MAR 2019)

FAR 52.211-13, Time Extensions, is supplemented as follows:

- (a) If the Contractor requests an extension of the time for substantial completion, the Contractor shall base its request on an analysis of time impact using the project schedule as its baseline, and shall propose as a new substantial completion date to account for the impact. The Contractor shall submit a written request to the Contracting Officer setting forth facts and analysis in sufficient detail to enable the Contracting Officer to evaluate the Contractor's entitlement to an extension of time.
- (b) The Contractor shall only be entitled to an extension of time to the extent that:
 - (1) Substantial completion of the work is delayed by causes for which the Contractor is not responsible under this contract, and
 - (2) The actual or projected substantial completion date is later than the date required by this contract for substantial completion.
- (c) The Contractor shall not be entitled to an extension of time if the Contractor has not updated the project schedule in accordance with the contract.
- (d) The Government shall not be liable for any costs to mitigate time impacts incurred by the Contractor that occur less than 30 calendar days after the date the Contractor submits a request for extension of time in compliance with this clause.

(8) GSAR 552.211-70 Substantial Completion (MAR 2019)

(a) *General.*

(1) For the purposes of FAR 52.211-10, Commencement, Prosecution and Completion of Work, and FAR 52.211-12, Liquidated Damages-Construction, the work shall be deemed complete when it is "substantially complete."

(2) There may be different completion dates required for different phases or portions of the work, as established in the contract. However, the work shall be deemed "substantially complete" if and only if the Contractor has completed the work and related contract obligations in accordance with the contract documents, such that the Government may enjoy the intended access, occupancy, possession, and use of the entire work without impairment due to incomplete or deficient work, and without interference from the Contractor's completion of remaining work or correction of deficiencies in completed work.

(3) In no event shall the work be deemed "substantially complete" if all fire and life safety systems are not tested and accepted by the authority having jurisdiction, where such acceptance is required under the contract.

(4) Unless otherwise specifically noted, or otherwise clear from context, all references in the contract to "acceptance" shall refer to issuance of a written determination of substantial completion by the Contracting Officer.

(b) *Notice of Substantial Completion.*

(1) With reasonable advance notice, the Contractor shall submit to the Contracting Officer a written proposal recommending a substantial completion date.

(2) If the Contracting Officer takes exception to the notice of substantial completion, the Contractor shall be entitled to a written notice of conditions precluding determination of substantial completion. The Contractor shall only be entitled to an extension of time to address such conditions if, and to the extent that, the Contracting Officer provides notice of such conditions more than 30 calendar days after receipt of the notice of substantial completion.

(c) *Acceptance of Substantial Completion.*

(1) The Contracting Officer shall conduct inspections and make a determination of substantial completion within a reasonable time.

(2) Substantial Completion shall be established by the Contracting Officer's issuance of a written determination specifying the date upon which the work is substantially complete.

(d) *Contract Completion.*

(1) The Contract is complete if and only if the Contractor has completed all work and related contract obligations, corrected all deficiencies and all punch list items, and complied with all conditions for final payment.

(2) The Contractor shall not be entitled to final payment or release of any retainage held by the Government until after contract completion. If the Contractor does not achieve contract completion within the time required by this contract, the Government shall be entitled, after providing notice to the Contractor, to complete any work remaining unfinished. The Contractor shall be liable to the Government for all costs incurred by the Government to complete such work.

(9) GSAR 552.232-5 Payments Under Fixed-Price Construction Contracts (Mar 2019)

FAR 52.232-5, Payments under Fixed-Price Construction Contracts, is supplemented as follows:

- (a) Before submitting a request for payment, the Contractor shall, unless directed otherwise by the Contracting Officer, attend pre-invoice payment meetings, as scheduled, with the designated Government representative for the purpose of facilitating review and approval of payment requests. Payment meetings will be conducted and may be in person. The Contractor shall provide documentation to support the prospective payment request.
 - (b) The Contractor shall submit its invoices to the Contracting Officer, unless directed otherwise by the Contracting Officer. Separate payment requests shall be submitted for progress payments, payments of retainage, and partial or final payments.
 - (c) The Contractor shall use GSA Form 2419 *Certification of Progress Payments Under Fixed-Price Construction Contracts* to provide the certification required under FAR 52.232-5(c).
 - (d) The Contractor shall use GSA Form 1142 *Release of Claims* to provide the certification required under FAR 52.232-5(h).
 - (e) If an invoice does not meet the requirements of FAR 52.232-27 and GSAM 552.232-27, the Contracting Officer may return the invoice to the Contractor without payment for correction. If the Contracting Officer disputes the requested payment amount, the Government may pay the portion of the requested payment that is undisputed.
 - (f) GSA will not be obligated to issue final payment unless the Contractor has furnished to the Contracting Officer a release of claims against the Government relating to the contract, and submitted all required product warranties, as-built drawings, operating manuals, and other items as specified in the contract. The Contractor may reserve from the release specific claims only if such claims are explicitly identified with stated claim amounts.
- (10) GSAR 552.236-6 Superintendence by the Contractor (MAR 2019)
The requirements, of the clause entitled "Superintendence by the Contractor" at FAR 52.236-6, are supplemented as follows:
- (a) The Contractor shall employ sufficient management and contract administration resources, including personnel responsible for project management, field superintendence, change order administration, estimating, coordination, inspection, and quality control, to ensure the proper execution and timely completion of the contract. The Contractor shall designate a principal of the firm or other senior management official to provide executive oversight and problem resolution resources to the project for the life of the contract.
 - (b) The Contractor shall employ, and require its subcontractors to employ, qualified personnel to perform the contract. The Government reserves the right to exclude, or remove from the site or building, any personnel for reasons of incompetence, carelessness, or insubordination, who violate rules and regulations concerning conduct on federal property, or whose continued employment on the site is otherwise deemed by the Government to be contrary to the public interest.
 - (c) The Contractor shall be responsible for coordinating all activities of subcontractors, including all of the following activities —
 - (1) Preparation of shop drawings produced by different subcontractors where their work interfaces or may potentially conflict or interfere; and
 - (2) Scheduling of work by subcontractors; and

- (3) Installation of work by subcontractors; and
- (4) Use of the project site for staging and logistics.
- (d) Repeated failure or excessive delay to meet the superintendence requirements by the Contractor may be deemed a default for the purposes of the termination for default clause.
- (11) GSAR 552.236-11 Use and Possession Prior to Completion (MAR 2019)
Exercise by the Government of the right conferred by FAR 52.236-11 shall not relieve the Contractor of responsibility for completing any unfinished components of the work.
- (12) GSAR 552.236-15 Schedules for Construction Contracts (MAR 2019)
The requirements, of the clause entitled "Schedules for Construction Contracts" at FAR 52.236-15, are supplemented as follows:
 - (a) Purpose. The project schedule shall be a rational, reasonable, and realistic plan for completing the work, and conform to the requirements specified in this clause and elsewhere in the contract. The Contractor understands and acknowledges that the preparation and proper management of the project schedule is a material component of the contract.
 - (b) Use of the schedule. The Contracting Officer shall be entitled, but not required, to rely upon the project schedule to evaluate the Contractor's progress, evaluate entitlement to extensions of time, and determine the criticality or float of any activities described in such project schedule.
 - (c) Submission. Within 10 calendar days of notice to proceed, or such other time as may be specified in the contract, the Contractor shall submit the project schedule, together with a written narrative describing the major work activities, activities on the critical path, and major constraints underlying the sequence and logic of the project schedule.
 - (e) Activities.
 - (1) The Contractor shall use a critical path method project schedule to plan, coordinate, and perform the work.
 - (2) The project schedule shall depict all activities necessary to complete the work, including, as applicable, all submittal and submittal review activities, all procurement activities, and all field activities, including mobilization, construction, start-up, testing, balancing, commissioning, and punchlist.
 - (3) Activities shall be sufficiently detailed and limited in duration to enable proper planning and coordination of the work, effective evaluation of the reasonableness and realism of the project schedule, accurate monitoring of progress, and reliable analysis of schedule impacts.
 - (4) Activity durations shall be based upon reasonable and realistic allocation of the resources required to complete each activity, given physical and logistical constraints on the performance of the work. All logic shall validly reflect physical or logistical constraints on relationships between activities. Except for the first and last activities in the project schedule, each activity shall have at least one predecessor and one successor relationship to form a logically connected network plan from notice to proceed to the contract completion date.
 - (h) Revisions to the schedule.
 - (1) The Contractor should anticipate that the initial submittal of the project schedule will be subject to review and may require revision. The Contractor shall devote sufficient

resources for meetings, revisions, and resubmissions of the project schedule to address any exceptions taken to the initial submittal. The Contractor understands and acknowledges that the purpose of the initial review and resolution of exceptions is to maximize the usefulness of the project schedule for contract performance.

(2) If the Contractor revises the project schedule after initial approved submission, the Contractor shall provide in writing a narrative describing the substance of the revision, the rationale for the revision, and the impact of the revision on the projected substantial completion date and the available float for all activities. The addition of detail to prospective activities shall not be deemed a revision if the overall duration of the detailed activity does not change.

(i) Updates. Unless a different period for updates is specified elsewhere, the Contractor shall update the project schedule monthly to reflect actual progress in completing the work, and submit the updated project schedule within 5 working days of the end of each month.

(13) GSAR 552.236-21 Specifications and Drawings for Construction (MAR 2019)

The requirements of the clause entitled "Specifications and Drawings for Construction" at FAR 52.236-21, are supplemented as follows:

(a) In case of difference between small and large-scale drawings, the large-scale drawings shall govern.

(b) Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing.

(c) On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work.

(d) Where the word "similar" occurs on the drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

(e) Standard details or specification drawings are applicable when listed, bound with the specifications, noted on the drawings, or referenced elsewhere in the specifications.

(1) Where notes on the specification drawings indicate alterations, such alterations shall govern.

(2) In case of difference between standard details or specification drawings and the specifications, the specifications shall govern.

(3) In case of difference between the standard details or specification drawings and the drawings prepared specifically for this contract, the drawings prepared specifically for this contract shall govern.

(f) Different requirements within the contract documents shall be deemed inconsistent only if compliance with both cannot be achieved.

(g) Unless otherwise noted, the drawings shall be interpreted to provide for a complete construction, assembly, or installation of the work, without regard to the detail with which material components are shown in the drawings.

(h) For the purposes of this clause, specifications and drawings refer only to those included among the contract documents, and not to those produced by the Contractor pursuant to its responsibilities under the contract.

(14) GSAR 552.236-71 Contractor Responsibilities (MAR 2019)

- (a) The Contractor shall be responsible for compliance with applicable codes, standards and regulations pertaining to the health and safety of personnel during performance of the contract.
- (b) Unless expressly stated otherwise in the contract, the Contractor shall be responsible for all means and methods employed in the performance of the contract.
- (c) The Contractor shall immediately bring to the Contracting Officer's attention any hazardous materials or conditions not disclosed in the contract documents discovered by or made known to the Contractor during the performance of the contract.
- (d) The Contractor shall be responsible for providing professional design services in connection with performance of the work or portions of the work only if this responsibility is expressly stated in the contract, and the contract documents provide the performance and design criteria that such services will be required to satisfy. In the performance of such work, the Contractor shall be responsible for retaining licensed design professionals, who shall sign and seal all drawings, calculations, specifications and other submittals that the licensed professional prepares. The Contractor shall be responsible for, and GSA shall be entitled to rely upon, the adequacy and completeness of all professional design services provided under the contract.
- (e) Where installation of separate work components as shown in the contract will result in conflict or interference between such components or with existing conditions, including allowable tolerances, it is the Contractor's responsibility to bring such conflict or interference to the attention of the Contracting Officer and seek direction before fabrication, construction, or installation of any affected work. If the Contractor fabricates, constructs, or installs any work prior to receiving such direction, the Contractor shall be responsible for all cost and time incurred to resolve or mitigate such conflict or interference.
- (f) Where drawings show work without specific routing, dimensions, locations, or position relative to other work or existing conditions, and such information is not specifically defined by reference to specifications or other information supplied in the contract, the Contractor is responsible for routing, dimensioning, and locating such work in coordination with other work or existing conditions in a manner consistent with contract requirements
- (g) It is not the Contractor's responsibility to ensure that the contract documents comply with applicable laws, statutes, building codes and regulations. If it comes to the attention of the Contractor that any of the contract documents do not comply with such requirements, the Contractor shall promptly notify the Contracting Officer in writing. If the Contractor performs any of the work prior to notifying and receiving direction from the Contracting Officer, the Contractor shall assume full responsibility for correction of such work, and any fees or penalties that may be assessed for non-compliance.

(15) GSAR 552.236-72 Submittals (MAR 2019)

- (a) The Contractor shall prepare and submit all submittals as specified in the contract or requested by the Contracting Officer.
 - (1) Submittals may include: safety plans, schedules, shop drawings, coordination drawings, samples, calculations, product information, or mockups.

- (2) Shop drawings may include fabrication, erection and setting drawings, manufacturers' scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature, and performance and test data.
- (b) Unless otherwise provided in this contract, or otherwise directed by the Contracting Officer, submittals shall be submitted to the Contracting Officer.
- (c) The Contractor shall be entitled to receive notice of action on submittals within a reasonable time, given the volume or complexity of the submittals and the criticality of the affected activities to substantial completion as may be indicated in the project schedule.
- (d) Review of submittals will be general and shall not be construed as permitting any departure from the contract requirements.
- (e) The Contractor shall not proceed with construction work or procure products or materials described or shown in submittals until the submittal is reviewed. Any work or activity undertaken prior to review shall be at the Contractor's risk. Should the Contracting Officer subsequently determine that the work or activity does not comply with the contract, the Contractor shall be responsible for all cost and time required to comply with the Contracting Officer's determination. The Contracting Officer shall have the right to order the Contractor to cease execution of work for which submittals have not been reviewed. The Government shall not be liable for any cost or delay incurred by the Contractor attributable to the proper exercise of this right.
- (f) The Contractor shall identify, in writing, all deviations or changes in resubmitted submittals. In the absence of such written notice, review of a resubmission shall not include or apply to such deviations or changes.
- (16) GSAR 552.252-6 Authorized Deviations in Clauses (Deviation FAR 52.252-6) (SEP 99)
- (a) Deviations to FAR clauses.
- (1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).
- (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.
- (b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.
- (c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

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

- (a) Definitions. As used in this clause— Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

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

Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

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

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

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

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

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

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

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

(d) Reporting requirement.

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

Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items. (End of clause)

Note: The representation in GSAR 552.204-70 does not need to be completed by the offeror prior to award.

18. GSAR 552.204-70, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (DEVIATION I) (AUG 2019)

(a) *Definitions*. As used in this clause- “Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 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) *Representation.* **[Contractor to complete and submit to the Contracting Officer]** The Offeror or Contractor represents that it [] will or [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures.* If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (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).

(End of clause)

19. Buy American Requirements

52-225-9 Buy American-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:

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.

(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:

(17) 20. Additional Clauses

(i) GSAR Clause 552.236-70, Authorities and Limitations (Mar 2019)

(a) All work shall be performed under the general direction of the Contracting Officer. The Contracting Officer alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested in him by the contract documents. The Contracting Officer may designate contracting officer's representatives (CORs) to act for him. Wherever any provision in this contract specifies an individual (such as, but not limited to, Construction Engineer, Resident Engineer, Inspector or Custodian) or organization, whether Governmental or private, to perform any act on behalf of or in the interests of the Government, that individual or organization shall be deemed to be the COR under this contract but only to the extent so specified. The Contracting Officer may, at any time during the performance of this contract, vest in any such COR additional power and authority to act for him or designate additional CORs, specifying the extent of their authority to act for him. A copy of each document vesting additional authority in a COR or designating an additional COR shall be furnished to the Contractor.

(b) The Contractor shall perform the contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) issued by a COR in accordance with his authority to act for the Contracting Officer; but the Contractor assumes all the risk and consequences of performing the contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) of anyone not authorized to issue such order.

(c) If the Contractor receives written notice from the Contracting Officer of non-compliance with any requirement of this contract, the Contractor must initiate action as may be appropriate to comply with the specified requirement as defined in the notice. In the event the Contractor fails to initiate such action within a reasonable period of time as defined in the notice, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

(ii) GSAR Clauses 552.236-73, Subcontracts (APR 1984)

(a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit the work performed by any trade.

(b) The Contractor shall be responsible to the Government for acts and omissions of his own employees and of subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, subcontractors and suppliers.

(c) The Government will not undertake to settle any differences between or among the Contractor, subcontractors, or suppliers.

(iii) GSAR Clauses 552.243-71, Equitable Adjustments (MAR 2019),

(a) This clause governs the determination of equitable adjustments to which the Contractor may be entitled under FAR 52.243-4, the ``Changes and Changed Conditions'' clause prescribed by FAR 52.243-5. The ``Differing Site Conditions'' clause prescribed by FAR 52.236-2, and any other provision of this contract allowing entitlement to an equitable adjustment. This clause does not govern determination of the Contractor's relief allowable under the ``Suspension of Work'' clause prescribed by FAR 52.242-14.

(b) At the written request of the Contracting Officer, the Contractor shall submit a proposal, in accordance with the requirements set forth herein, for an equitable adjustment to the contract for changes or other conditions that may entitle a Contractor to an equitable adjustment. If the Contractor deems an oral or written order to be a change to the contract, it shall promptly submit to the Contracting Officer a proposal for equitable adjustment attributable to such deemed change. The proposal shall also conform to the requirements set forth herein.

(c) The proposal shall be submitted within the time specified in the ``Changes'', ``Changes and Changed Conditions'', or ``Differing Site Conditions'' clause, as applicable, or such other time as may reasonably be required by the Contracting Officer.

(d) Proposals for equitable adjustments, including no cost requests for adjustment of the contract's required completion date, shall include a detailed breakdown of the following elements, as applicable:

(1) Direct Costs.

(2) Markups.

(3) Change to the time for completion specified in the contract.

(e) *Direct Costs.* The Contractor shall separately identify each item of deleted and added work associated with the change or other condition giving rise to entitlement to an equitable adjustment, including increases or decreases to unchanged work impacted by the change. For each item of work so identified, the Contractor shall propose for itself and, if applicable, its first two tiers of subcontractors, the following direct costs:

(1) Material cost broken down by trade, supplier, material description, quantity of material units, and unit cost (including all manufacturing burden associated with material fabrication and cost of delivery to site, unless separately itemized);

(2) Labor cost broken down by trade, employer, occupation, quantity of labor hours, and burdened hourly labor rate, together with itemization of applied labor burdens (exclusive of employer's overhead, profit, and any labor cost burdens carried in employer's overhead rate);

(3) Cost of equipment required to perform the work, identified with material to be placed or operation to be performed;

(4) Cost of preparation and/or revision to shop drawings and other submittals with detail set forth in paragraphs [\(e\)\(1\)](#) and [\(e\)\(2\)](#) of this clause;

(5) Delivery costs, if not included in material unit costs;

(6) Time-related costs not separately identified as direct costs, and not included in the Contractor's or subcontractors' overhead rates, as specified in paragraph [\(g\)](#) of this clause; and

(7) Other direct costs.

(f) Marked-up costs of subcontractors below the second tier may be treated as other direct costs of a second tier subcontractor, unless the Contracting Officer requires a detailed breakdown under paragraph [\(i\)](#) of this clause.

(g) Extensions of Time and Time-related Costs. The Contractor shall propose a daily rate for each firm's time-related costs during the affected period, and, for each firm, the increase or decrease in the number of work days of performance attributable to the change or other condition giving rise to entitlement to an equitable adjustment, with supporting analysis. Entitlement to time and time-related costs shall be determined as follows:

(1) Increases or decreases to a firm's time-related costs shall be allowed only if such increase or decrease necessarily and exclusively results from the change or other condition giving rise to entitlement to an equitable adjustment.

(2) The Contractor shall not be entitled to an extension of time or recovery of its own time-related costs except to the extent that such change or other condition necessarily and exclusively causes its duration of performance to extend beyond the completion date specified in the contract.

(3) Costs may be characterized as time-related costs only if they are incurred solely to support performance of this contract and the increase or decrease in such costs is solely dependent upon the duration of a firm's performance of work.

(4) Costs may not be characterized as time-related costs if they are included in the calculation of a firm's overhead rate.

(5) Equitable adjustment of time and time-related costs shall not be allowed unless the analysis supporting the proposal complies with provisions specified elsewhere in this contract regarding the Contractor's project schedule.

(h) *Markups*. For each firm whose direct costs are separately identified in the proposal, the Contractor shall propose an overhead rate, profit rate, and where applicable, a bond rate and insurance rate. Markups shall be determined and applied as follows:

- (1) Overhead rates shall be negotiated, and may be subject to audit and adjustment.
- (2) Profit rates shall be negotiated, but shall not exceed ten percent, unless entitlement to a higher rate of profit may be demonstrated.
- (3) The Contractor and its subcontractor[s] shall not be allowed overhead or profit on the overhead or profit received by a subcontractor, except to the extent that the subcontractor's costs are properly included in other direct costs as specified in paragraph [\(f\)](#) of this clause.
- (4) Overhead rates shall be applied to the direct costs of work performed by a firm, and shall not be allowed on the direct costs of work performed by a subcontractor to that firm at any tier except as set forth below in paragraphs [\(h\)\(6\)](#) and [\(h\)\(7\)](#) of this clause.
- (5) Profit rates shall be applied to the sum of a firm's direct costs and the overhead allowed on the direct costs of work performed by that firm.
- (6) Overhead and profit shall be allowed on the direct costs of work performed by a subcontractor within two tiers of a firm at rates equal to only fifty percent of the overhead and profit rates negotiated pursuant to paragraphs [\(h\)\(1\)](#) and [\(h\)\(2\)](#) of this clause for that firm, but not in excess of ten percent when combined.
- (7) Overhead and profit shall not be allowed on the direct costs of a subcontractor more than two tiers below the firm claiming overhead and profit for subcontractor direct costs.
- (8) If changes to a Contractor's or subcontractor's bond or insurance premiums are computed as a percentage of the gross change in contract value, markups for bond and insurance shall be applied after all overhead and profit is applied. Bond and insurance rates shall not be applied if the associated costs are included in the calculation of a firm's overhead rate.
- (9) No markup shall be applied to a firm's costs other than those specified herein.
 - (i) At the request of the Contracting Officer, the Contractor shall provide such other information as may be reasonably necessary to allow evaluation of the proposal. If the proposal includes significant costs incurred by a subcontractor below the second tier, the Contracting Officer may require the same detail for those costs as required for the first two tiers of subcontractors, and markups shall be applied to these subcontractor costs in accordance with paragraph [\(h\)](#).
 - (j) *Proposal Preparation Costs.* If performed by the firm claiming them, proposal preparations costs shall be included in the labor hours proposed as direct costs. If performed by an outside consultant or law firm, proposal preparation costs shall be treated as other direct costs to the firm incurring them. Requests for proposal preparation costs shall include the following:

(1) A copy of the contract or other documentation identifying the consultant or firm, the scope of the services performed, the manner in which the consultant or firm was to be compensated, and if compensation was paid on an hourly basis, the fully burdened and marked-up hourly rates for the services provided.

(2) If compensation was paid on an hourly basis, documentation of the quantity of hours worked, including descriptions of the activities for which the hours were billed, and applicable rates.

(3) Written proof of payment of the costs requested. The sufficiency of the proof shall be determined by the Contracting Officer.

(k) Proposal preparation costs shall be allowed only if—

(1) The nature and complexity of the change or other condition giving rise to entitlement to an equitable adjustment warrants estimating, scheduling, or other effort not reasonably foreseeable at the time of contract award;

(2) Proposed costs are not included in a firm's time-related costs or overhead rate; and

(3) Proposed costs were incurred prior to a Contracting Officer's unilateral determination of an equitable adjustment under the conditions set forth in paragraph (o), or were incurred prior to the time the request for equitable adjustment otherwise became a matter in dispute.

(l) Proposed direct costs, markups, and proposal preparation costs shall be allowable in the determination of an equitable adjustment only if they are reasonable and otherwise consistent with the contract cost principles and procedures set forth in Part 31 of the Federal Acquisition Regulation (48 CFR part 31) in effect on the date of this contract. Characterization of costs as direct costs, time-related costs, or overhead costs must be consistent with the requesting firm's accounting practices on other work under this contract and other contracts.

(m) If the Contracting Officer determines that it is in the Government's interest that the Contractor proceed with a change before negotiation of an equitable adjustment is completed, the Contracting Officer may order the Contractor to proceed on the basis of a unilateral modification to the contract increasing or decreasing the contract price by an amount to be determined later. Such increase or decrease shall not exceed the increase or decrease proposed by the Contractor.

(n) If the parties cannot agree to an equitable adjustment, the Contracting Officer may determine the equitable adjustment unilaterally.

(o) The Contractor shall not be entitled to any proposal preparation costs incurred subsequent to the date of a unilateral determination or denial of the request if the Contracting Officer issues a unilateral determination or denial under any of the following circumstances:

(1) The Contractor fails to submit a proposal within the time required by this contract or such time as may reasonably be required by the Contracting Officer.

(2) The Contractor fails to submit additional information requested by the Contracting Officer within the time reasonably required.

(3) Agreement to an equitable adjustment cannot be reached within 60 days of submission of the Contractor's proposal or receipt of additional requested information, despite the Contracting Officer's diligent efforts to negotiate the equitable adjustment.

(21) FAR 52-243-5, Changes and Changed Conditions (April 1984)

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless-

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(End of clause)

(22) FAR 52.222-62, Paid Sick Leave under Executive Order 13706 (Jan 2017)

1) Bilateral Modifications extending the contract when such modifications are individually or cumulatively longer than six months

(22) FAR 52.223-21, FOAMS (Jun 2016)*(a) Definitions. As used in this clause—*

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

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

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

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, and emissions of high global warming potential hydrofluorocarbons and refrigerant blends containing hydrofluorocarbons, when feasible, from foam blowing agents, under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as—

(1) In-use emission rates, energy efficiency, and safety;

(2) Ability to meet performance requirements; and

(3) Commercial availability at a reasonable cost.

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

(End of clause)

GSA Region 8 Local Clauses

(a) Invoices for contracts or purchase orders shall include the PDN: EN then the contract number.

(a) The Contractor shall register with the Greater Southwest Finance Center and submit all original invoices electronically to <http://www.finance.gsa.gov> as referenced in Block 18a, Payment Will be Made By, of the award document.

(b) The Contractor shall also submit a copy of the invoice to the issuing address shown in Block 9, Issued By, to the attention of Kim Westerhaus.

- (c) The Contractor shall receive payments through electronics funds transfer and the contractor may review its record of payments electronically through the above referenced web site in paragraph 2(b).

(23) Small Business Administration (SBA) as Prime Contractor

This award is issued to the Small Business Administration (SBA) as the prime contractor, even though SBA is not identified in Section A of the contract. Novation agreements submitted by the 8(a) participant shall be approved by SBA. In the case of termination either for convenience or default, GSA will provide advance notification to the cognizant SBA office as the prime contractor for this contract.

(24) SECURITY CLEARANCE REQUIREMENTS (NONCLASSIFIED CONTRACT)
(NOTE: DOES NOT INCLUDE LEASED SPACE)

1) Introduction

- a) Homeland Security Presidential Directive 12 (HSPD-12) *"Policy for a Common Identification Standard for Federal Employees and Contractors"* mandated the implementation of a government-wide standard for secure and reliable forms of identification, also known as security credentials.
- b) All contractor employees who require routine access to GSA-controlled facilities or its Information Technology (IT) infrastructure are required to be issued this type of credential. Routine access is defined as regularly scheduled access to Government facilities for a period greater than six (6) months.
- c) Prior to being issued this form of identification, each individual must have both their identity and trustworthiness proven. This is accomplished by conducting a personnel security investigation (Tier 1) and a Federal Bureau of Investigation (FBI) Criminal History Fingerprint check. All contractors seeking to conduct business on or within federal facilities that are controlled and operated by the Federal Government are required to have a personnel security investigation conducted.
- d) Contractors require a favorable initial suitability determination based off the submission of a Tier 1 to receive an identification credential meeting HSPD-12 requirements.
- e) The Contractor is responsible for returning all HSPD-12 badges to GSA upon project completion.

2) Clearance Type

a) Long-Term Contractor Clearance Tier 1

- i) This section covers the procedures for obtaining a security clearance for contractors working on GSA-controlled facilities.
- ii) The Tier 1 clearance is required for contractors who require access for more than six (6) months and those who need Information Technology (IT) access (regardless of how long they will be working on a GSA-controlled facility).
- iii) Procedures for each Tier 1 applicant to be cleared:
 - a. The prime contractor will submit to the Contracting Officer and then maintain throughout the course of the contract, a list of all prime contractor employees (applicant) and subcontractor employees (applicant) who are required on the project using the form: Requesting Official (RO) Contractor Approval List. (Note: Submission of the RO list will trigger GSA to provide HSPD-12 and e-Qip training for the prime contractor.)
 - b. The Contractor Information Worksheet (CIW) (form GSA850) will be submitted by GSA to the prime contractor after prime contractor has received HSPD-12 and e-Qip training. (Note: The prime contractor must designate a Point of Contact (POC) on the CIW.)
 - c. Each applicant for the HSPD-12 compliant Tier 1 credential will complete section 1 of the CIW and return the CIW to the POC. The POC is responsible to submit all completed CIW's via email to zonec-hspd12@gsa.gov. **(Note: applicants for the Tier 1 credential will not be eligible for escort during credential processing.)**
 - d. The applicant will then receive an email that will invite them to apply to e-QIP, and they will also receive an email with an invite to an enrollment appointment.
 - e. The applicant must complete the enrollment appointment before completing e-Qip.
 - f. Following the instructions in the invitation to apply to e-Qip email, the applicant will log into e-Qip and complete a background history questionnaire.
 - g. As per the instructions in the invitation to apply to e-Qip email, the applicant is also required to complete the Declaration for Federal Employment OF-306. (Note: Digital signatures are not accepted, all questions must be checked, answered, or marked NA. The completed OF-306 must be signed, scanned into a PDF and uploaded to E-Qip.)
 - h. As per the instructions in the invitation to apply to e-Qip email, the applicant is also required to complete the Authorization to Obtain Credit Report 3665. (Note: Digital signatures are not accepted. The completed 3665 must be signed, scanned into a PDF and uploaded to E-Qip.)
 - i. After completing steps e-h above, the applicant is required to certify that their answers are true, electronically sign and submit the e-QIP application.

j. Office of Mission Assurance (OMA) will notify the applicant directly if any errors occurred when completing the e-QIP application.

(Note: Failure to respond to these messages will result in delay of their Tier 1 or termination of e-Qip.)

k. A contractor Enter on Duty (EOD) email will be received by POC and applicant upon clearance adjudication.

l. Upon completion of HSPD-12 credential processing, the applicant will be notified by email that an appointment will need to be scheduled for the HSPD-12 credential pick up and activation.

b) Escort Procedures

i) A HSPD-12 credentialed contractor may escort up to five (5) non-cleared individuals to access GSA-controlled facilities.

ii) Escort procedures are limited to individuals needing site access for no more than fifteen (15) consecutive days.

iii) A contractor may be escorted for a total of fifteen (15) cumulative days, on either a single day or multiple day escort, per six (6) month interval, per escorted individual.

iv) Individuals in the process of obtaining the HSPD-12 credential will not be eligible for escort during the HSPD-12 adjudication period.

v) Procedures:

a. Persons being escorted must be added to the Requesting Official (RO) Contractor Approval List.

b. A current CIW for the escortee must be submitted with the updated Requesting Official (RO) Contractor Approval List by the POC.

c. The POC is responsible to submit changes to the Requesting (RO) Official Contractor List to the Requesting Official (GSA POC).

d. The POC is responsible to submit the escortee CIW no later than three (3) business days in advance of the escort date, via email to zonec-hspd12@gsa.gov.

IV.B. Clauses Incorporated by Reference

(1) FAR 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. The full text of a clause may also be accessed electronically at this address:

[Federal Acquisition Regulation](#)(2) Federal Acquisition Regulation (FAR) clauses:

NUMBER	TITLE	DATE
52.202-1	Definitions	NOV 13
52.203-3	Gratuities	APR 84
52.203-5	Covenant Against Contingent Fees	MAY 14
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 06
52.203-7	Anti-Kickback Procedures	MAY 14
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 14
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 14
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 10
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 15
52.203-14	Display of Hotline Poster(s) (Applies if Contract is Greater than \$5 Million or Performance Period is Greater than 120 Days)	OCT 15
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	APR 14
52.204-2	Security Requirements	AUG 96
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 11
52.204-7	System for Award Management	OCT 18
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 11
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 18
52.204-13	System for Award Management Maintenance	OCT 18
52.204-14	Service Contract Reporting Requirements (Applies to contracts estimated total value of \$500,000 or greater)	OCT 16
52.204-18	Commercial and Government Entity Code Maintenance	JUL 16
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 14

NUMBER	TITLE	DATE
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	JUL 18
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	OCT 15
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 18
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 15
52.211-10	Commencement, Prosecution, and Completion of Work	APR 84
52.211-12	Liquidated Damages—Construction (If Applicable)	SEP 00
52.211-13	Time Extensions	SEP 00
52.211-18	Variation in Estimated Quantity	APR 84
52.215-2	Audit and Records-Negotiation	OCT10
52.215-10	Price Reduction for Defective Cost or Pricing Data	AUG 11
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	AUG 11
52.215-12	Subcontractor Cost or Pricing Data	OCT 10
52.215-13	Subcontractor Cost or Pricing Data—Modifications	OCT 10
52.215-15	Pension Adjustments and Asset Reversions	OCT 10
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 97
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 05
52.219-8	Utilization of Small Business Concerns	OCT 18
52.219-9	Small Business Subcontracting Plan	AUG 18
52.219-14	Limitations on Subcontracting	JAN 17
52.219-16	Liquidated Damages – Subcontracting Plan	JAN 99
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 13
52.222-3	Convict Labor	JUN 03
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	MAY 18

NUMBER	TITLE	DATE
52.222-6	Construction Wage Rate Requirements	AUG 18
52.222-7	Withholding of Funds	MAY 14
52.222-8	Payrolls and Basic Records	AUG 18
52.222-9	Apprentices and Trainees	JUL 05
52.222-10	Compliance with Copeland Act Requirements	FEB 88
52.222-11	Subcontracts (Labor Standards)	MAY 14
52.222-12	Contract Termination—Debarment	MAY 14
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 14
52.222-14	Disputes Concerning Labor Standards	FEB 88
52.222-15	Certification of Eligibility	MAY 14
52.222-21	Prohibition of Segregated Facilities	APR 15
52.222-26	Equal Opportunity	SEP 16
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 15
52.222-35	Equal Opportunity for Veterans	OCT 15
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 14
52.222-37	Employment Reports on Veterans	JUL 14
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 10
52.222-50	Combating Trafficking in Persons	JAN 19
52.222-54	Employment Eligibility Verification	OCT 15
52.222-55	Minimum Wages Under Executive Order 13658	DEC 15
52.223-3	Hazardous Material Identification and Material Safety Data Alternate I	JAN 97 JUL 95
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 11
52.223-6	Drug-Free Workplace	MAY 01
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 07
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	AUG 18

NUMBER	TITLE	DATE
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 11
52.224-1	Privacy Act Notification	APR 84
52.224-2	Privacy Act	APR 84
52.223-19	Compliance with Environmental Management Systems	MAY 11
52.225-13	Restrictions on Certain Foreign Purchases	JUN 08
52.227-1	Authorization and Consent	DEC 07
52.227-2	Notice and Assistance Regarding Patent and Copyright	DEC 07
52.227-4	Patent Indemnity—Construction Contracts	DEC 07
52.228-2	Additional Bond Security	OCT 97
52.228-5	Insurance—Work on a Government Installation	JAN 97
52.228-11	Pledges of Assets	AUG 18
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 14
52.228-14	Irrevocable Letter of Credit	NOV 14
52.228-15	Performance and Payment Bonds—Construction	OCT 10
52.229-3	Federal, State, and Local Taxes	FEB 13
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 14
52.232-17	Interest	MAY 14
52.232-23	Assignment of Claims	MAY 14
52.232-27	Prompt Payment for Construction Contracts	JAN 17
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	OCT 18
52.232-39	Unenforceability of Unauthorized Obligations	JUN 13
52.232-40	Provide Accelerated Payments to Small Business Subcontractors	DEC 13
52.233-1	Disputes	MAY 14
	Alternate I	DEC 91
52.233-3	Protest after Award	AUG 96

NUMBER	TITLE	DATE
52.233-4	Applicable Law for Breach of Contract Claim	OCT 04
52.236-1	Performance of Work by the Contractor	APR 84
52.236-2	Differing Site Conditions	APR 84
52.236-3	Site Investigation and Conditions Affecting the Work	APR 84
52.236-5	Material and Workmanship	APR 84
52.236-6	Superintendence by the Contractor	APR 84
52.236-7	Permits and Responsibilities	NOV 91
52.236-8	Other Contracts	APR 84
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 84
52.236-10	Operations and Storage Areas	APR 84
52.236-11	Use and Possession Prior to Completion	APR 84
52.236-12	Cleaning Up	APR 84
52.236-13	Accident Prevention Alternate I	NOV 91
52.236-14	Availability and Use of Utility Services	APR 84
52.236-17	Layout of Work	APR 84
52.236-21	Specifications and Drawings for Construction	FEB 97
52.242-1	Notice of Intent to Disallow costs	APR 84
52.242-3	Penalties for Unallowable Costs	MAY 14
52.242-5	Payments to Small Business Subcontractors	JAN 17
52.242-13	Bankruptcy	JUL 95
52.242-14	Suspension of Work	APR 84
52.243-4	Changes	JUN 07
52.244-6	Subcontracts for Commercial Items	AUG 19
52.245-1	Government Property Alternate 1	JAN 17
52.245-9	Use and Charges	APR 12
52.246-12	Inspection of Construction	AUG 96
52.246-21	Warranty of Construction	MAR 94

NUMBER	TITLE	DATE
52.248-3	Value Engineering—Construction	OCT 10
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 12
	Alternate I	SEP 96
52.249-10	Default (Fixed-Price Construction)	APR 84
52.253-1	Computer Generated Forms	JAN 91

(3) GSA Acquisition Regulation (GSAR) clauses:

NUMBER	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 99
552.215-70	Examination of Records by GSA (Applicable if over \$100,000)	JUL 16
552.227-70	Government Rights (Unlimited)	MAY 89
552.228-5	Government As Additional Insured	JAN 16
552.229-70	Federal, State, and Local Taxes	APR 84
552.246-72	Final Inspections and Tests	SEP 99

IV.C. Subcontract Requirements

The Contractor is advised that many FAR, GSAR and other Agreement clauses are required to be flowed down to subcontracts. Clauses containing flow down requirements include, but may not be limited to, those listed below. The Contractor is responsible for ensuring that all necessary flow-down clauses are included in all subcontracts.

(1) FAR Clauses:

NUMBER	TITLE	DATE
52.203-7	Anti-Kickback Procedures	MAY 14
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 14
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 10
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 15
52.203-14	Display of Hotline Poster(s) (Applies if Contract is Greater than \$5 Million or Performance Period is Greater than 120 Days)	OCT 15
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 11

NUMBER	TITLE	DATE
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 16
52.204-14	Service Contract Reporting Requirements (Applies to contracts estimated total value of \$500,000 or greater)	OCT 16
52.215-2	Audit and Records-Negotiation	OCT 10
52.215-12	Subcontractor Cost or Pricing Data	OCT 10
52.215-13	Subcontractor Cost or Pricing Data—Modifications	OCT 10
52.215-15	Pension Adjustments and Asset Reversions	OCT 10
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 05
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	MAY 18
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52.222-8	Payrolls and Basic Records	MAY 14
52.222-9	Apprentices and Trainees	JUL 05
52.222-10	Compliance with Copeland Act Requirements	FEB 88
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52.222-12	Contract Termination—Debarment	MAY 14
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 14
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52.222-35	Equal Opportunity for Veterans	OCT 15
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52.222-37	Employment Reports on Veterans	FEB 16
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 10
52.222-50	Combating Trafficking in Persons	MAR 15
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52.222-55	Minimum Wages Under Executive Order 13658	DEC 15
52.223-6	Drug-Free Workplace	MAY 01
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 07
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	MAY 08
52.223-19	Compliance with Environmental Management Systems	MAY 11
52.225-13	Restrictions on Certain Foreign Purchases	JUN 08
52.227-1	Authorization and Consent	DEC 07
52.228-5	Insurance—Work on a Government Installation	JAN 97
52.236-13	Accident Prevention Alternate I	NOV 91

(2) GSA Acquisition Regulation (GSAR) Clauses:

NUMBER	TITLE	DATE
552.215-70	Examination of Records by GSA	JUL 16

(3) Agreement Clauses:

In Section III of this contract, *Sensitive But Unclassified (SBU) Building Information* and *Safeguarding Sensitive Data and Information Technology Resources*. (Terms and Conditions).



(Only the base language of the Scope is attached to this RFP. Firms must request an SBU document before the remainder of the Scope will be released. Please contact, Kim Westerhaus at kim.westerhaus@gsa.gov for an SBU form.)

**STATEMENT OF WORK
CONSTRUCTION**

March 31, 2020

PROJECT NAME

CBP Seizure Vault Sweetgrass, MT

Project Location:

Us Customs And Border Protection (CBP)
Sweetgrass Land Port Of Entry
Interstate 15 N At Canadian Border
Sweetgrass, Montana 59485-9707

Vault Location for Sweetgrass

301 Ocean Blvd, Suite 200
Long Beach, CA 90802

Contracting Officer (CO)

Name: Monique Brumley
Email: monique.brumley@gsa.gov
Address:
Phone (O):
Phone (C): (720) 215-6923

Development Project Manager

Name: Tamsin Biondi
Email: Tamsin.biondi@gsa.gov
Address:
Phone (O):
Phone (C): (303) 656-8684

Contract Specialist (CS)

Name: Kim Westerhaus
Email: kim.westerhaus@gsa.gov
Address:
Phone (O):
Phone (C): (303) 888-3319

Delivery Project Manager

Name: Fahim Panjshiri
Email: fahim.panjshiri@gsa.gov
Address:
Phone (O):
Phone (C): (720) 229 7748

Building Manager Sweetgrass, MT

Name: George Dollenger
Email: george.dollenger@gsa.gov
Address:
Phone (O): (406) 422-2803
Phone (C):

Table of Contents

1. Project Objectives
 - 1.1. Project Team
 - 1.2. Project Information
2. General Requirements
 - 2.1. Requirements applicable to all SOW sections
 - 2.2. Period of Performance
 - 2.3. Contracts Documents & Reference Material(s)
 - 2.4. Applicability
3. Scope of Services
 - 3.1. Anticipated Meetings
 - 3.2. Drawings Modifications & Addendums
 - 3.3. Schedule
 - 3.4. Cost Management
 - 3.5. Change Management
 - 3.6. Record Keeping
 - 3.7. Risk Management
4. Construction
 - 4.1. Pre-Construction
 - 4.2. Construction Site Office
 - 4.3. Submittals
 - 4.4. Inspection Services
 - 4.5. Progress Reporting
 - 4.6. Safety
 - 4.7. As-Builts
 - 4.8. Commissioning
 - 4.9. Telecommunications
 - 4.10. Centralized Area Video Surveillance System
 - 4.11. Intrusion Detection System (IDS)
 - 4.12. Building Automation Systems (BAS)
 - 4.13. Access Control System
 - 4.14. AutoCAD/BIM
 - 4.15. Surrounding Areas
 - 4.16. Construction Contractor's Payment Request
5. Turnover & Closeout
 - 5.1. Pre-Turnover
 - 5.2. Commissioning Documentation Submission
 - 5.3. Operations Manual Documentation & Training
 - 5.4. Final Reporting
6. Appendix A – Reference Documents

Abbreviations

ACS: Access Control System
ASHRAE: American Society of Heating, Refrigerating and Air-Conditioning Engineers
ATO: Authority to Operate
BACnet: Building Automation Control Network
BAS: Building Automation Systems
BIM: Building Information Modeling
BDSP: Border Security Deployment Program
CASC: Centralized Area Surveillance Center
CAVSS: Centralized Areas Video Surveillance System
CBP: Customs and Border Protection (Client)
CCTV: Closed Circuit Television
CDR: Clash Detection Report
CMA/CMx: Construction Manager as Advisor/Commissioning Agent (Owners Agent)
CO: Change Order
COBie: Construction Operations Building Information Exchange
CSI: Construction Specification Institute
DHS: Department of Homeland Security
FIPS: Federal Information Processing Standards Publication
FPFD: Office of Field Operations, Fines, Penalties and Forfeitures Division
PFPO: Fines, Penalties, & Forfeitures Officer
GSA: General Service Administration
GSC-IS: Government Smart Card Interoperability Specification
Homeland Security Presidential Directive (HSPD)
IDS: Intrusion Detection Systems
LAN: Local-Area-Network
LPOE: Land Point of Entry
OFM: Office of Facilities Management
OIT: Office of Information and Technology
PCO: Potential Change Order
PIV: Personal Identify Verification
PM: Project Manager
PoP: Period of Performance
POR: Program Requirements
RFI: Request for Information
ROM: Rough Order of Magnitude (\$\$\$)
SOV: Schedule of Values
TAB: Testing Adjusting and Balancing
TRM: Technology Reference Manual

Statement Of Work
CBP Seizure Vault Sweetgrass

List of Tables

Table 1.0: Project Delivery Team

Table 2.0: Period of Performance

Table 3.0: Meeting Types

Table 3.1: List of Project Records Required by GSA upkeep by Contractor

Statement Of Work
CBP Seizure Vault Sweetgrass

1. Project Objectives

The purpose of this project is to furnish, install, and complete all work necessary to build an approximately 1700 SF Facility in Sweetgrass, Montana in full compliance with Plans and Specifications. The standalone facility will include the following space uses: office space, restrooms, storage room, mechanical room, janitorial closet, vestibule/seizure processing area, vehicle parking, loading dock, and a seized property high security concrete modular vault. The seized property modular vault is currently located in Long Beach, California. The project goal is to transport the existing vault from Long Beach, CA to Sweetgrass, Montana and construct the housing facility encompassing the vault for the U.S. Customs and Border Protection (CBP) Office of Field Operations, Fines, Penalties and Forfeitures Division (FPFD).

1.1. Project Delivery Team:

Owner & Customer		Contractor(s)	
GSA Personnel (Landlord)	CBP Personnel (Customer)	CMa/CMx (Owners Agent)	Contractor
Contracting Officer(s)	Program Managers	Hill International	
Development Manager	Port Directors		
Project Manager	General Engineer(PM)		
Property Manager(s)	FPFO		
Building Managers			
Subject Matter Experts			
Inspectors (IT, Sec, Etc.)			

Table 1.0: Project Delivery Team

1.2. Project Information

- 1.2.1. Contractor shall work closely with the entire project delivery team including any internal or external inspection personnel to assist delivering successful project.
- 1.2.2. Contractor shall complete all work necessary to build an approximately 1700 SF facility in Sweetgrass, Montana. The facility will house an approximate 450 SF 40,000 lb lightweight concrete modular vault. The existing vault is located in Long Beach, California.
- 1.2.3. Contractor to schedule prioritization for vault disassembly, relocation, and patch & paint work of existing vault site prior to commencement of any other action items. This is a key project requirement due to external constraints.
- 1.2.4. Contractor shall provide all labor, materials, equipment, and supervision to disassemble the existing vault in Great Falls, transport, and re-install the vault with associated systems to include but not limited to door, door security, rough in, modular panels, HVAC, connections, etc., at the new facility.
- 1.2.5. Contractor shall patch & paint existing vault location after disassembly. The consistency of finishes shall be similar to adjacent rooms or buildings. This may include paint finishes, trim, sealing up penetrations, capping of HVAC lines, testing adjusting balancing (TAB), concrete patch work, terminating fire alarm devices, and terminating power and electrical. GSA's intent for this portion of the work is returning the existing vault spaces to a condition similar to that of adjacent rooms or buildings.

2. General Requirements

2.1. Requirements in this section shall apply to all project stages described in the Scope of Services section.

- 2.1.1. GSA Project Manager (PM) will serve as the primary point of contact between contractors, vendors, customer agency, Construction Manager/Commissioning agent (CMa/CMx), and other project stakeholders.
- 2.1.2. GSA Office of Facilities Management (OFM) Staff –may participate in systems functional testing and document review.

- 2.1.3. The Contractor shall perform, and coordinate with the COR, site visits as necessary to ensure the construction documents correctly reflect the existing conditions and work to be performed.
 - 2.1.4. Contractor responsible for verifying elevation related items for grading and utility work purposes prior to commencement of any construction work. Topographic surveys and utility surveys were not performed during the design phase.
 - 2.1.5. Construction Manager as Advisor (CMa) – during the construction, closeout, and commissioning phases of the project the CMa's or CMa's Commissioning Agent(CMx) will work together with the general construction contractor to ensure successful integration of various systems to include but not limited to: security, IDS, CCTV, access controls, BAS, and telecommunications. The CMa will provide professional construction management advisory and commissioning agent services to GSA to assist in controlling, monitoring, commissioning, and closeout of construction activities. CMa contractual responsibility is solely with GSA and not with tenant agencies, construction contractor, or any other project stakeholder's.
 - 2.1.6. Contractor must understand principles of Federal Contracting such as compliance with contract administration terms and conditions specified in the Federal Acquisition Regulations (FAR), the General Services Administration Acquisition Manual (GSAM), and Public Buildings Services acquisition policy.
 - 2.1.7. Contractor shall establish and maintain communication and professional relationships with GSA, GSA's designated representative(s), tenant agency representatives, and all project delivery team members throughout all project stages. GSA currently utilizes Google Drive as an agency wide file sharing system. GSA can provide specialized Google Drive access to business partners. Refer to GSA Affiliated Customer Accounts (GACA) form.
 - 2.1.8. Contractor to coordinate with federal, state, regional, and local agencies as required for project approval(s).
 - 2.1.9. Contractor shall take initiative in helping resolve problems and minimize claims taking all reasonable measures to anticipate problems and delays and to minimize or eliminate their adverse impact to the project schedule, budget, and approved design. Contractor shall also take initiative and act to mitigate circumstances that could lead to claims, resolve conflicts promptly, and keep GSA advised of any potential disputes and project delays. Contractor shall exercise due diligence to ensure that the project meets applicable requirements, codes, regulations, standards, and the project construction documents. Any instances of noncompliance with codes or design guidelines shall be brought to the attention of GSA and the CMa for resolution.
 - 2.1.10. Due to the remote location of the project site Specification 26 32 14 1.5 B. stating that the suppliers shall have service facilities within 50 miles of the project site may be omitted.
- 2.2. Deliverables
- 2.2.1. Contractor shall provide GSA with written evaluations, recommendations, plans, estimates, meeting reports, field reports, and any other documentation as defined within this scope of work. For each distinguishable deliverable contractor shall keep a separate log if necessary and provide documentation with the appropriate letterhead.
- 2.3. Period of Performance(PoP) (Table 2.0):
- 2.3.1. The full period of performance of this contract will support the full construction, commissioning, and closeout phases of the project. The anticipated PoP is as follows and will be refined upon compilation of the contractor's construction schedule if it determined that the proposed PoP is unreasonable given site conditions, lead times, jurisdiction crossover, etc. The period of performance for Option 1 is 90 days in with the construction POP.

Item Description	Proposed Period of Performance (PoP)
Contract Solicitation	1-2 Months
Badging & Front End Paperwork	2 Months
Construction Award	1 Month
Construction	13 Months
Closeout & Turnover	2 Months

Table 2.0: Period of Performance

2.4. Contract Documents & Reference Materials

2.4.1. All of the reference documents detailing pre-planning, scope development, studies, Construction Drawings, Specifications, and information on GSA & CBP Design Standards can be found in Appendix Section of this SOW.

2.5. Applicability

2.5.1. All references shall be used to measure compliance of construction. All services shall be conducted in accordance with the version of the reference document current at the time of contract award. Any conflicts or ambiguities within or among the referenced standards and criteria documents, or any deviations from requirements contained in the standards and criteria documents, shall be reported to GSA personnel in writing, for clarification and reconciliation.

2.5.2. Workmanship shall be of good quality throughout the entire project. Any required welding or brazing shall be secure. Joints shall be accurately formed any required sealants re-applied. Any required repainting of vault surfaces shall be free from runs, drips, stains. The vault system shall be free of any defects which may affect its serviceability or its appearance.

3. Scope of Services

3.1. The Contractor shall perform all services described in this section in accordance with applicable requirements and provisions set forth in the Project Objectives & General Requirements.

3.1.1. Contractor to organize, set up, and keep a web based project record keeping system. Access shall be provided to the entire team. Ensure naming conventions are consistent and logical. GSA and CBP are currently use and are familiar with google drive as a file sharing source. Contractor to participate and host meetings throughout the duration of the construction project. Contractor to provide virtual meeting option for stakeholders that are not able to attend in person meetings. In addition to standard bi-weekly progress meetings possible meeting types to anticipate are follows:

Meeting Type	Host	Attendees
Post Award Kick-Off Meeting Construction	GSA	CMA, Contractor, CBP, GSA
Construction Kick Off Meeting (Site)	Contractor	CMA, Contractor, CBP, GSA
Bi-Weekly Project Mgmt Progress Meetings	Contractor	CMA, Contractor, CBP, GSA
Monthly Site Meeting	Contractor	CMA, Contractor, CBP, GSA
Project Closeout Meeting	Contractor	CMA, Contractor, CBP, GSA
Commissioning & Inspections Meetings (i.e. IT, Security, TAB, etc.)	Contractor	CMA, Contractor, CBP, GSA
Periodic Progress Meetings (Virtual/In-Person)	Contractor	CMA, Contractor, CBP, GSA

Table 3.0: Meeting Types

3.2. Drawings Modification's & Addendums

- 3.2.1. In the event where the current plans and specifications require further clarification or instruction(s) as a result of RFI's; contractor to provide possible solutions for review and keep a redlined CD set to reflect any approved changes.

3.3. Schedule

- 3.3.1. Contractor to provide schedule submittals to GSA Personnel and CMA for review. Contractor will incorporate the following activities as part of the schedule deliverables:
- 3.3.1.1. Contractor to provide a project schedule that is realistic, logical, complete, captures all relevant aspects of construction such as mobilization, demolition, utilities, foundations, structural, MEP's, commissioning, inspections, tie-ins to existing systems so the customer agency can be made aware of ensuing outage(s) or service disruptions, final system(s) turnover, punch list, and closeout items.
 - 3.3.1.2. Monthly schedule to show a 3 week look ahead of anticipated events.
 - 3.3.1.3. Contractor to provide a schedule inclusive of critical paths, float, milestones, baseline comparison, and leads/lags that accurately reflect status of the project.
 - 3.3.1.4. Schedule updates should accurately reflect work completed.
 - 3.3.1.5. Provide the project team with an overview of any unforeseen, potential risks to the project schedule, and possible solutions. It is in the best interest of the entire project team to proactively identify, assess, and manage project risk. The earlier a risk is identified the greater the probability of mitigating or eliminating project risk and avoiding delays and cost overruns.
 - 3.3.1.6. Contractor to provide monthly schedule updates with a narrative (1 page maximum) in length with notable changes such as actual vs. planned costs, changes to the critical path, potential risks, milestone dates, and upcoming necessary action items or inspections items.

3.4. Cost Proposal Requirements

- 3.4.1. When submitting a proposal, provide a cost breakdown for each task into the following categories: Materials, equipment, labor hours, subcontractor's quotes, overhead, profit, and bond broken down into shell, tenant improvement (TI) (by tenant), Building- Specific Amortized Capital (BSAC), and environmental (as applicable). Pricing shall be broken down by Construction Specification Institute (CSI) divisions.
- 3.4.2. Each Optional Bid Item shall include all necessary design efforts necessary to deliver a complete and usable system as required by the scope of work and technical requirements. For options requesting unit rates, the rates shall be fully burdened with labor, material, overhead, profit, bond, and priced per square foot. GSA's intent is to execute all options of the project concurrently.
- 3.4.3. **Base** – Complete construction of the Sweetgrass, MT Seizure Vault Building in accordance with the plans and specifications.
- 3.4.4. **Option 1** – Vault Demolition & Relocation to Sweetgrass, MT LPOE. This option includes all work necessary to disassemble the existing vault in Long Beach, CA, package, and transport the vault to Sweetgrass, MT LPOE. This portion also includes minor HVAC related work such as terminating duct lines, minor sprinkler work terminating lines, and minor patch and paint work of the vault locations. PoP for this option is 90 Days.
- 3.4.5. Contractor to provide a complete Schedule of Values (SOV) showing a full breakdown of costs that is accurate and logical. SOV will serve as the basis for calculating the owner's progress payments to the contractor.

3.5. Change Management

- 3.5.1. Contractor shall support change order management. Contractor to keep a log(s) of all Potential Change Orders (PCO) and Change Orders (CO's) and associate dollar amounts. Prior to submittal of PCO's or CO's contractor to verify unit costs are reasonable, takeoffs accurate, all design elements addressed and included, level of detail is appropriate, cost escalation factors and markups properly applied and displayed, and any applicable RFI's included.
- 3.5.2. Prepare, coordinate and process CO packages for review by GSA and or GSA's representative (CMa). As mentioned potential modifications shall include information such as but not limited to RFI's, cost estimate to perform the work, disciplines affected, and schedule impact.
- 3.5.3. Contractor to provide recommendations and make necessary adjustments to keep CO's within project budget, schedule, and quality. Maintain logs of both authorized and disapproved CO's by GSA.

3.6. Record Keeping

- 3.6.1. Maintain and submit a detailed diary and running log of all events involving project activities and progress records, including all daily activities and events. Enforce daily use and maintenance of all record logs by on-site personnel. Maintain accurate and detailed progress records. Maintain frequent communication via telephone, site visits, meetings, etc., with the project delivery team. Document and submit progress reports to GSA including, but not limited to, information concerning the work of the Project Delivery Team.
- 3.6.2. Take initiatives to preclude delays, and analyze the number and amounts of modifications and claims, the project schedule, and other analyses necessary to compare the actual performance with the planned performance. Document, submit and distribute meeting minutes to attendees, the Project Delivery Team, and GSA. Contractor to maintain all project records using applicable GSA forms, electronic tools, and standard procedures. Project records include but are not limited to the following:

List of Project Records Required by GSA	
Daily Activity Diary	Submittals & Submittal Logs
Contracts	Inspection(s)
Construction Documents	Meeting Minutes
Requisitions	RFI's & RFI Logs
CO & CO Logs	

Table 3.1: List of Project Records Required by GSA upkeep by Contractor

- 3.6.3. Project records that cannot be recorded or filed, such as non-electronic material and finish samples, shall be maintained at the project site or other GSA or CBP approved location.

4. Construction

4.1. Pre-Construction

- 4.1.1. Contractor to host pre-construction conference for the project and invite key personal. A communication plan will be provided by GSA.

4.2. Construction Site Office

- 4.2.1. Contractor must assume full responsibility in providing a field office trailer for use. Office should be equipped with necessary furnishings to successfully communicate with project stakeholders and see the project to successful completion. Contractor to provide sanitary facilities and potable water for use. Office space maybe jointly used to conduct onsite meetings. Contractor must maintain the

construction site office and staging areas in a clean and orderly condition. The register to provide a line item description of the potential risk and associated dollar (ROM) of potential impact.

4.3. Submittals

- 4.3.1. Contractor must keep a log of all submittals and distribute to GSA PM and CMa. Submittal log must include posting dates received, overdue items, actions taken, etc. Monitor the submittal process to ensure timely submissions and approvals of shop drawings, samples or materials, and other required submittals.
- 4.3.2. Submittals must include references of compliance with applicable codes and standards for hardware, fixtures, and various systems where applicable.
- 4.3.3. Notify, in writing, GSA and any parties delaying submittals approvals. Review submittals and determine whether they are compliant with the contract documents. Document variances between the submittal and contract documents, and notify GSA and CMa. Submittals particularly associated with BAS, telecommunications, advance metering, and security may require layers of approvals from parent agencies.
- 4.3.4. Contractor to provide manufacturer's specifications, instructions, and material specification sheets in original form. All specifications prepared under this contract shall be prepared utilizing the latest version of the accordance with the Construction Specification Institute (CSI) Master format. Contractor to provide submittal register/ log for all products specified where applicable. Submittals shall be reviewed for compliance with the design and approved by either GSA or CMa.
- 4.3.5. Contractor to provide product samples (if any) in a timely fashion, any delays caused by the contractor will not warrant a time extension. After completion of all work, the Contractor shall submit to the project manager the manufacturer's specifications, instructions and material specification sheets in original form.
- 4.3.6. IDS, CCTV, Access Controls submittals and equipment lists must be approved by CBP's authorized security officials in conjunction with CMa.
- 4.3.7. Submittal responses by the government shall be (14) calendar days or less. Document variances between the submittal and contract documents and notify GSA.

4.4. Inspection Services

- 4.4.1. Contractor to schedule, coordinate, and perform regular field inspections of all work. Document inspections and submit recommendations to GSA & CMa for approval or rejection of work in place. In collaboration with GSA & CMa invite appropriate parties to inspections. Inspection services include, but are not limited to, adherence to construction documents, contract requirements, review of workmanship, quality control activities, testing procedures, inspections, and the following:
 - 4.4.1.1. Maintain independent inspection logs (if necessary) and provide reporting.
 - 4.4.1.2. Prepare progress and final inspection reports for each inspections recording defects and present to GSA.
 - 4.4.1.3. Document all qualitative and quantitative differences between construction contract documents and actual work in place. Any deviations to be submitted for acceptance.
 - 4.4.1.4. Coordinate project inspections with all applicable personnel through the key stages of the project as specified in the plans and specifications to include but not limited to :
 - 4.4.1.4.1. Utilities Inspection
 - 4.4.1.4.1.1. The electrical utility company currently providing service on site is Marias River Electric located on 910 Roosevelt Hwy, Shelby, MT 59474, United States.
 - 4.4.1.4.2. Structural/Framing Inspection
 - 4.4.1.4.3. Plumbing Inspection
 - 4.4.1.4.4. Fire Protection Inspection

4.4.1.4.4.1. Current FA Panel in Sweetgrass, MT is a Silent Knight by Honeywell Model 5208. Contractor may equip a new Honeywell 6700 panel with a relay to send contact closure to its existing SK-5208 to indicate that the building is in alarm which then follows its normal procedure. Only a technician certified to operate on the particular types of fire alarm panels under consideration (Silent Knight by Honeywell) can be the only sole person responsible for tampering with existing and newly FA.

4.4.1.4.5. Electrical Inspection

4.4.1.4.6. HVAC Testing & Inspection

4.4.1.4.7. Wall Close-In Inspection

4.4.1.4.8. Pre-Final Walkthrough Inspection

4.4.1.4.9. Final Walkthrough Inspection

4.4.1.5. In collaboration with CMa track and maintain an ongoing-list of defects and omissions in the work and issue to the project delivery team. The intention behind the proposed defect list is to identify issues as quickly as possible so they can be resolved while work on the specific work package is ongoing as opposed to on uncovering the issue at a later time causing rework.

4.5. Progress Reporting

4.5.1. Contractor to provide a monthly report that identifies and discusses at a minimum the following:

4.5.1.1. Schedule and budget progress (See Item 3.3)

4.5.1.2. Change order(s) and mod(s)

4.5.1.3. RFI uncovered and resolved

4.5.1.4. Contractor to also hold bi-weekly in person or virtual construction progress meetings. Contractor shall keep and distribute copies of minutes and provide a meeting agenda to include some of the major reporting items mentioned above (i.e. risk, scope, schedule, and budget).

4.6. Safety

4.6.1. Contractor to notify GSA personnel when any potential life-threatening conditions are observed, and provide recommendations as necessary to remedy such situations.

4.7. As-Built

4.7.1. Maintain a current marked-up set of construction documents indicating all approved modifications and deviations from original construction documents at the project site. Upon construction completion, deliver all as-built documents to GSA for archiving.

4.8. Commissioning

4.8.1. Contractor to provide a commissioning plan for review by GSA and CMa to ensure proposed and installed systems are integrable with existing systems and systems perform as intended according to the design intent and meeting CBP's operation's needs.

4.8.2. General description of roles during commissioning is as follows:

4.8.2.1. Contractor – Coordinates, writes, oversees, and documents the commissioning process.

4.8.2.2. CMa – will serve also serve as GSA's Commissioning Agent (CxA) verifying systems function as intended.

4.8.2.3. PM – facilitates and supports the commissioning process.

4.8.3. Contractor to integrate newly proposed systems with existing building systems where applicable to ensure systems are in full compliance with the plans and specifications and applicable reference guidelines.

- 4.8.4. Contractor to develop and coordinate the commissioning activities in a logical, sequential, and efficient manner using consistent protocols and forms, centralized documentation, and clear and regular communications and consultations with the project team. Verify that installed systems and assemblies operate and function in a manner that meets performance objectives of the statement of work and contract documents.
- 4.8.5. Contractor to develop further the commissioning process or specification during construction providing resolution for issues and providing details that cannot be, or were not, fully developed during design, such as to include but not limited to:
 - 4.8.5.1. General commissioning requirements common to all systems and assemblies
 - 4.8.5.2. Detailed description of the roles and responsibilities of all parties
 - 4.8.5.3. Details of the commissioning process such as reporting and documentation requirements, including formats; alerts to coordination issues; deficiency resolution; construction checklist and start-up requirements; the functional testing process; and specific functional test requirements, including testing conditions and acceptance criteria for each piece of equipment being commissioned.
 - 4.8.5.4. CMA will be GSA's commissioning process coordinator in providing information for clarification and overseer and approving official of the commissioning process.
- 4.8.6. The commissioning specifications shall clearly indicate who is witnessing, writing, directing, conducting, documenting functional tests, and regulatory-required tests.
- 4.8.7. Maintain and refine the commissioning plan throughout the entire construction phase.
- 4.8.8. Collaborate with the project team to ensure that commissioning activities are being executed, completed, and signed off on by the respective parties.
- 4.8.9. Provide retesting and re-inspection as required if initial testing and inspection indicates performance deficiencies.
- 4.8.10. Verify proper installation of commissioned components and systems.
- 4.8.11. Incorporate functional testing records for commissioned systems and assemblies in the commissioning report.
- 4.8.12. Perform HVAC piping pressure test and flushing, sufficient to be confident that proper procedures were followed. Include testing documentation in the Commissioning Record.
- 4.8.13. Perform any ductwork testing and cleaning. Include documentation in the Commissioning Record.
- 4.8.14. Supplementary information and guideline for reference purposes include but not limited to the following: Commissioning for Federal Facilities, CAVSS Design Guide and LPOE Design Standard 2018, GSA Building Automation and IT Guidelines, and CBP Seized Property Vault Build Guide.
- 4.9. Telecommunications
 - 4.9.1. Contractor to work collaboratively along with the project team to ensure the successful integration of the proposed telecommunications systems. A registered communications distribution designer is responsible for overall layout responsibilities.
 - 4.9.2. Fiber needs to be pulled from the LAN room to the new vault building. The Fiber we need will be outdoor 12 pair multimode fiber terminated into patch panels and using the LS standard on both ends.
 - 4.9.3. Contractor shall furnish all necessary materials and labor to install the proposed telecommunication system(s) in accordance with the plans and specifications.
 - 4.9.4. Telecommunications scope of work contains items such as providing voice drops, data drops, electrical outlets, cabling, and inspections for the appropriated space uses.
 - 4.9.5. Within Customs and Border Protection, Office of Information and Technology (OIT) personnel approves data and voice communication specifications and cabling requirements. OIT personnel

may also perform independent inspections to confirm proper installation of data processing and voice communication systems which include but not limited to: cable trays, conduits, data and voice jacks, raceways, receptacles, data drops, backboards, etc.

- 4.9.6. Contractor to ensure sufficient cabling and conduit are installed (if required) to support telephone and data circuits in the LAN room. This work will entail ensuring appropriate cabling and conduit is installed from the Main to the LAN and from the LAN to any associated IT closet.
- 4.9.7. Contractor to provide for the approval of GSA & CBP any submittals, schedules, RFI's, inspection signoffs, reports, and change orders. Contractor to provide adequate notice prior to or near completion of major milestones so that appropriate parties can perform the necessary inspections.
- 4.9.8. All facility data and communication systems shall be connected to the backup generator in order to provide system redundancy. Alternate batteries such as a lead acid instead of NiCad battery may be utilized for the generator.
- 4.9.9. Reference documents such as *Land Port of Entry Design Standard 2018 Chapter 20* and for data processing, voice communications, and data cabling requirements and *GSA PBS Telecommunications Distribution Design Guide* and be utilized to aid in providing further instruction if required as supplement to the plans and specifications.
- 4.10. Centralized Area Video Surveillance System
 - 4.10.1. Contractor to install a standalone Centralized Areas Video Surveillance System (CAVSS) which is a collection of audio/video recorders cameras, microphones, switches, playback features, keyboards, and monitors that allows for monitoring, viewing, and recording the entire interior and exterior of the vault in full color transmission. The system must be fully accredited and must provide the CBP the ability to monitor and record all activities at the proposed facility and surrounding locations.
 - 4.10.2. The existing camera system at the parent facility is maintained by Sentrillion.
 - 4.10.3. The CAVSS must be compatible with the Centralized Area Surveillance Center (CASC) which is a remote viewing location and the primary monitoring center for the LPOE.
 - 4.10.4. CAVSS relies on the local CBP Local Area Networks (LANs) and the Department of Homeland Security (DHS) OneNet to provide network transmission and has an Authority to Operate (ATO) on DHS OneNet based on the these standards. In order to maintain the system accreditation as well as to safeguard the integrity of the DHS network, it is imperative all provided equipment comply with *DHS network standards*, policies and the *CAVSS Design Standards* for design and operation.
 - 4.10.5. Contractor to determine camera type, lens combinations, placement, and mounting options that will provide to achieve the level of coverage required.
 - 4.10.6. The surveillance system must be equipped with an uninterrupted power supply. Once the Contractor has completed the standalone installation of the surveillance system, CBP network administrators will connect the system to the government owned network.
 - 4.10.7. The CAVSS system may not be connected to any other system at the facility. This includes; intrusion detection, access control and badging, and building environmental controls.
 - 4.10.8. Contractor to provide the proposed CAVSS system and components (technical data) to CBP network admins and GSA personnel for review and approval prior to installation.
 - 4.10.9. Only Border Security Deployment Program (BSDP) "–M" holding CBP network administrators with a fully adjudicated CBP Background Investigation (CBP BI) are allowed to connect the CCAVSS system to the government owned network.
 - 4.10.10. In addition to the plans and specifications Contractor may refer to the *CAVSS Design Guide Standards and CBP Seized Vault Build Guide* for surveillance specifications.
- 4.11. Intrusion Detection Systems (IDS)

- 4.11.1. Contractor to install IDS to include but not limited to: door sensors (BMS), motion sensors, control units, and call monitoring units, and duress alarms.
- 4.11.2. Equipment shall be UL 2050 compliant.
- 4.11.3. All perimeter doors shall be equipped with UL 634-compliant Level 2 Balanced Magnetic Switches (BMS's).
- 4.11.4. All alarm systems shall be capable of operating from commercial power. In the event of commercial power failure, provisions must be made for automatic switchover to emergency power, and back to commercial power without causing an alarm.
- 4.11.5. Volumetric sensors employed in the alarm system must be placed where the most likely intruder motions will be detected. (NOTE: Any reconfiguration of racks, safes, or seized goods must not alter the ability of the sensors to detect motion in the covered areas.)
- 4.11.6. All security equipment that will utilize CBP network infrastructure must be approved by the Office of Information and Technology (OIT). All equipment and software must be listed in the OIT Technology Reference Manual (TMR) before the equipment is connected or utilized on the network.
- 4.11.7. Contractor to work in collaboration with the project team to ensure the proposed IDS system are approved by the responsible parties prior to installation and or turnover.
- 4.11.8. Installer/vendor shall comply with Federal Protective Service (FPS) Mega-Center alarm requirements and must have prior documented experience installing IDS that are monitored by the FPS or other U.S government entities.
- 4.11.9. Newly installed IDS must be fully compatible with the standardized alarm-receiving equipment existing in the FPS Mega-Centers, and capable of being remotely programmed with software from approved alarm panel manufacturers.
- 4.11.10. All IDS installation requirements are contained in the plans and specifications. See supplementary reference documents *LPOE Design Standard 2018*, *US Customs & Border Protection*, and *CBP Seized Vault Build Section 5*.
- 4.12. Building Automation System (BAS)
 - 4.12.1. Contractor to provide BAS system tailored to the size and the complexity of the building in accordance with CD's and BAS reference documents. Contractor to provide GSA personnel with information to assess the proposed BAS for functionality, compatibility, security, and suitability for use in GSA managed buildings. The proposed BAS control devices must be compatible for full integration and conformance to ASHRAE 135-2016 Building Automation and Control Networks (BACnet) which is GSA's enterprise building automation and control networking protocol for operating different applications such as heating and air conditioning, ventilation, fire and life safety, security systems, lighting controls, and energy management. Proposed System shall include and abide by the following technical requirements:
 - 4.12.1.1. Contractor to provide devices and systems that conform to the standardized native language protocol (BACnet) in an effort to reduce or eliminate redundant devices required to bridge the language gap between devices and or existing systems.
 - 4.12.1.2. It is in the best interest of the project to match BAS systems employed at the parent facility to reduce life cycle replacement and upgrade costs. Existing building systems at Sweetgrass, MT are currently maintained by Energy Tech Systems building automation and control systems.
 - 4.12.1.3. All BACnet objects and devices are to be located on the same IP subnet which will provide redundancy and therefore not negatively be impacted by any other system.

- 4.12.1.4. All proposed devices and systems must be submitted for approval by GSA smart building manager and or IT Security. The device shall be configured for security using the applicable IT hardening guide approved by GSA IT Security.
 - 4.12.1.5. Documentation on how the devices will be configured on the parent network and how it will be monitored. Contractor to provide documentation on which ports or services will be require outages for turnover.
 - 4.12.1.6. All existing BAS control points (physical and virtual) shall be mapped to be discoverable using BACnet.
 - 4.12.1.7. Any required computer or server hardware (i.e. PC, laptop) and peripherals (i.e. mouse, keyboard, and monitor) and/or routing and switching equipment, used to provide GSA network connectivity, will be government furnished.
 - 4.12.1.8. All BACnet objects shall be listed in an Object Naming Submittal spreadsheet (see Object Naming Submittal TEMPLATE-v1.xlsx) with GSA Object Naming Standard names for each object, and submitted to GSA OFM BAS for approval.
 - 4.12.1.9. Work shall include all hardware, wiring, programming, graphics, testing, and commissioning necessary to deliver a complete, functioning system at the conclusion of the project
 - 4.12.1.10. Provide operator training to the Building Manager and/or GSA personnel identified by the Building Manager, and to the O&M contractor building operators. Training shall be of appropriate length covering and demonstrating at a minimum: system navigation, configuring control points, owner's manuals(s), and user guides(s), system back up and restoration procedures, trouble shooting procedures, and warranty service requests.
 - 4.12.1.11. All other pertinent information regarding overall network architecture, BACnet, device & objet naming standards, device schedule, integration, and workflow not mentioned in the plans and specifications can be found in the GSA BAS attachments in the Appendix. Specifically the following relate to the implementation of BAS systems:
 - 4.12.1.11.1. *GSA Telecommunications Distribution and Design Guide* for cabling standards.
 - 4.12.1.11.2. *GSA Open Protocol Implementation Guide* for all new BAS specifications.
 - 4.12.1.11.3. *GSA Technology Implementation Guide* for a brief overview in understanding GSA Standards and Specs.
 - 4.12.1.11.4. *GSA Enterprise Software Specifications*
 - 4.12.1.11.5. *GSA Building Technology Technical Reference Guide* for information technology security policies with respect to implementing building automation systems.
 - 4.12.1.11.6. *GSA Smart Building Technology Guide* those devices that are enabled for IP-based network communication.
- 4.13. Access Control System (ACS)
- 4.13.1. Contractor to provide agency approved Access Control System (ACS) which must be able to provide at a minimum recorded entries of those gaining access to the facility and each zone within the facility, deny access to unauthorized individuals, store alarm, tamper or trouble conditions, compliance with NFPA for unrestricted egress in the event of fire all in accordance with the plans and specifications.
 - 4.13.2. Contractor shall furnish all labor and materials, equipment, programming, testing, and training necessary to complete the installation of the new physical access control system granting access to the building occupants with authorized Homeland Security Presidential Directive (HSPD-12) and Personal Identity Verification (PIV) cards. Contractor to refer to the door schedule in the plans and

specifications and other supplementary reference documents for locations and required sequence of operations (i.e. card reader, card pin, push pull egress functionality, etc.).

- 4.13.3. Contractor shall ensure all components are fully compatible and integrable with security subsystems whether standalone or a part of a centrally located security system. All systems shall comply with HSPD-12, Federal Information Processing Standards Publication 201 (FIPS 201-2), and the Government Smart Card Interoperability Specification (GSC-IS) V2.1.

- 4.13.4. GSA'S, Approved Product List (APL): Only approved products from the APL may be acquired and installed as a complete system solution and installers on the IDManagement.gov as Certified System Engineer ICAM shall be used to ensure uniformity across government systems. GSA's approved product list can be accessed through <https://www.idmanagement.gov/approved-products-list/>. A registry list of certified system engineers (ICAM) can be assessed through <https://www.securetechalliance.org/activities-cseip-registry/>. Contractor to provide proposed systems in accordance with CD & Specs or similar systems using the resources mentioned above.

- 4.13.5. All equipment associated within the installation of access control systems shall be UL 294 compliant and rated for continues operation. Environmental conditions (i.e. temperature, humidity, wind, and seismic activity) shall be taken under consideration at the site location prior to installation of the equipment.

4.14. Metering

- 4.14.1. Contractor to provide meters, piping's supports, connections, and all other requirements and submittals in accordance with the plans and specifications.
- 4.14.2. Contractor to provide connection to the main campus master meter provided by the utilities at the utilities' points of entry to the site.

4.15. Existing Site Conditions & Surrounding Areas

- 4.15.1. Contractor shall notify GSA personnel as to any repairs required so GSA can properly notify tenants of ensuing construction work that may cause any disruptions to regular operations.
- 4.15.2. Contractor to verify all requirements at the time of pre-vid walk through. Provide protection for all surrounding building areas where necessary to mitigate any possibilities of damage to GSA or tenant properties.
- 4.15.3. The contractor shall make every effort to protect the surrounding areas during vault disassembly and transportation. Any damages to the existing infrastructure caused by vault transportation such as damages to walls, ceilings, floors, etc. shall be repaired by the contractor. Contractor to patch & paint, and or perform any repairs required and return or bring up to par with the adjacent tenant spaces or rooms. The work associated with this portion of the SOW may include concrete patch work, drywall, sealing penetrations, painting, terminating electrical connections and capping off HVAC connections. The intent of this portion of the work is to perform minor repairs and patch work in order to return the existing vault site to a usable condition and not needlessly expand the SOW.

4.16. Construction Contractor's Payment Request

- 4.16.1. Contractor to provide pertinent information showing the requested payment are based on the project's itemized schedule of values and contract terms. Information regarding payment requests and payment is in the solicitation contract. Please contact the CO if you have any questions regarding payments.

5. Turnover & Closeout Stage

5.1. Pre-Turnover

- 5.1.1. Contractor to shall provide a Pre-Turnover process meeting prior to the completion of the project. The purpose of the meeting shall be to review the requirements and activities of the Turnover process; review and establish final submittal dates for all deliverables, including those that will be

- turned over after construction completion; and identify, track, and remedy any unresolved items identified in the Field Observations Notes and various testing and commissioning reports.
- 5.1.2. Conduct a pre-final walk-through with the project team in order to determine substantial completion.
 - 5.1.3. Conduct a final inspection and prepare a punch-list. Consolidate with the Project Delivery Team punch-lists.
 - 5.1.4. Review and recommend acceptance, revision, or rejection of Operation and Maintenance (O&M) manual.
 - 5.1.5. Review all submitted warranties, guarantees, and certificates, and ensure the rights and responsibilities are clearly defined.
 - 5.1.6. In-collaboration with the CMA review the final as-built documents, consolidates any differences, include any modifications, and recommend for GSA approval or disapproval.
 - 5.1.7. Receive, inventory, and coordinate storage of any material samples, attic stock, and spare parts as required.
- 5.2. Prepare and submit two (2) hardbound copies and an electronic copy of a Turnover Commissioning Record. The record shall include, but not be limited to, the following:
- 5.2.1. Commissioning plan
 - 5.2.2. Record documents including commission specification
 - 5.2.3. Submittal reviews
 - 5.2.4. Test procedures
 - 5.2.5. Issues log
 - 5.2.6. Construction checklists
 - 5.2.7. Contractor's site visits and commissioning meeting minutes
 - 5.2.8. O&M reviews and manuals
 - 5.2.9. Training procedures and manuals for operating personnel, including training videos
 - 5.2.10. Computerized Maintenance Management System (CMMS) administration and user guides
 - 5.2.11. Warranties and warranty reviews
 - 5.2.12. Test data reports
 - 5.2.13. Summary report
 - 5.2.14. Recommissioning management manual
 - 5.2.15. Overview of commissioning and testing scope
- 5.3. Prepare and submit a systems manual to provide information to understand and optimally operate commissioned systems for facility operating staff. Provide training for onsite staff to operate systems. The manual shall include, but is not limited to, the following:
- 5.3.1. Systems single-line diagrams
 - 5.3.2. As-built operation sequence, set points, etc.
 - 5.3.3. System operating instructions
 - 5.3.4. Maintenance schedule
 - 5.3.5. Retesting schedule
 - 5.3.6. Inspection schedule for wear items
 - 5.3.7. The manual may also include the following additional items:
 - 5.3.8. Program of Requirements (POR)
 - 5.3.9. Recordkeeping procedure
 - 5.3.10. Optimization guidance
 - 5.3.11. Training material
- 5.4. Final Reporting

- 5.4.1. At conclusion of project construction, prepare all required documents for project closeout. Prepare and transmit project documents connected with the final payment, operation and maintenance manuals, assembling record drawings, construction contractor follow-up, tenant move-in or start-up, construction contractor call-back, and construction contractor close-out. Resolve all outstanding punch-list items, process change orders, and all other work included in the contract.
- 5.4.2. Coordinate and expedite completion of all construction-related submittal requirements prior to contract close-out, including certificate of substantial completion, final lien waivers, guarantees/warranties, and final payment application.

APPENDIX A– REFERENCE DOCUMENTS

1. Sweetgrass Seizure Vault 100% Drawing Set
2. Sweetgrass Specifications Volume 1
3. Sweetgrass Specifications Volume 2
4. Badging, Universal Scope Requirements, P100
 - 4.1.1. 2018 P100
 - 4.1.2. Badging _ Security Requirements_5.31.2017
 - 4.1.3. USR_v2.1_6.8.18
5. Building Automation System Guidelines
 - 5.1. Building_Technologies_Technical_Reference_Guide_v.1.2_092916
 - 5.2. GSA Data Normalization for Building Automation Systems v2.4(R8)
 - 5.3. GSA OFM Standards for Installing Network Cabling in Electrical Equipment
 - 5.4. GSA PBS FMSP Open Protocol Implementation Guide - BACnet - v2
 - 5.5. GSA PBS Telecommunications Distribution Design Guide
 - 5.6. CMMS Inventory Uploader Template
 - 5.7. Device Schedule TEMPLATE-v2
 - 5.8. Object Naming Submittal TEMPLATE-v1
6. Land Point of Entry (LPOE) Customs and Border Protection (CBP) Design Guides & Reference Documents
 - 6.1.1. CAVSS Design Guide Standards 2014
 - 6.1.2. CBP Seized Property Vault Build Guide
 - 6.1.3. CBP-SecurityHandbook
 - 6.1.4. DHS Technology Reference Manual
 - 6.1.5. Land Port of Entry Design Standard December 2018
 - 6.1.6. Los Angeles Decommission Vault
 - 6.1.7. Class 5 Door W-Daygate Catalog Mode
7. Vault Information
 - 7.1. Long Beach Vault Dimensions
8. Proposal Evaluation
 - 8.1. Contractor Evaluation Factors
 - 8.2. Firm's Past Performance Questionnaire



ATTACHMENT 2 -- U.S. DEPARTMENT OF LABOR WAGE DETERMINATION

The following U.S. Department of Labor (DOL) Wage Determination is applicable to the first year of the contract only, unless no revisions are made by the Department of Labor. If revisions are made, the current Wage Determination will be incorporated into the contract upon exercise of an option period.

General Decision Number: MT20200058 02/21/2020

Superseded General Decision Number: MT20190058

State: Montana

Construction Type: Building

Counties: Chouteau, Judith Basin, Liberty, Musselshell, Sweet Grass, Teton, Toole and Wheatland Counties in Montana.

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.

Modification Number	Publication Date
0	01/03/2020
1	02/21/2020

ASBE0082-002 08/01/2019

	Rates	Fringes
Heat and Frost Insulator.....	\$ 37.27	20.27

BOIL0011-002 08/01/2016

	Rates	Fringes
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Sweetgrass LPOE CBP Property Seizure Vault Construction Project
Request for Proposal
March 31, 2020

BOILERMAKER.....\$ 30.25 29.86

BRMT0003-005 06/01/2018

Chouteau, Judith Basin, Liberty, Teton, Toole, and Wheatland

Rates Fringes

BRICKLAYER.....\$ 28.71 14.79

BRMT0010-004 06/01/2017

SWEET GRASS & MUSSELSHELL COUNTIES

Rates Fringes

BRICKLAYER.....\$ 29.79 17.73

ELEC0233-013 06/01/2019

Chouteau, Judith Basin, Liberty, Teton, Toole, and Wheatland Counties

Rates Fringes

ELECTRICIAN (Excluding Low
Voltage Wiring for Alarms).....\$ 32.00 14.54

* ELEC0532-005 02/01/2020

Sweet Grass County

Rates Fringes

ELECTRICIAN (Excluding Low
Voltage Wiring for Alarms).....\$ 31.65 5.5%+12.16

* ELEC0532-009 02/01/2020

MUSSELSHELL COUNTY

Rates Fringes

ELECTRICIAN (Excluding Low
Voltage Wiring For Alarms).....\$ 34.59 5.5%+13.49

ENGI0400-003 05/01/2013

Rates Fringes

POWER EQUIPMENT OPERATOR:

Sweetgrass LPOE CBP Property Seizure Vault Construction Project
Request for Proposal
March 31, 2020

(1) A-frame truck Crane.....\$ 24.32	11.40
(4) Cranes 25-44 tons.....\$ 27.00	11.40
(5) Cranes 45-74 tons.....\$ 28.00	11.40
(6) Cranes 75 to 144 tons, whirley cranes.....\$ 29.00	11.40
(7) Cranes, 150 tons to including 250 tons (add \$1.00 for every 100 tons over 250 tons); Crane, Tower (all).....\$ 30.00	11.40

ZONE DEFINITIONS FOR POWER EQUIPMENT OPERATORS:

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the nearest County Court House of the following listed towns to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL, MISSOULA

Zone 1: 0 to 30 miles - Base Pay

Zone 2: 30 to 60 miles - Base Pay + \$3.50

Zone 3: Over 60 miles - Base Pay + \$5.50

IRON0732-013 06/01/2019

Rates	Fringes
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IRONWORKER, REINFORCING AND STRUCTURAL.....\$ 28.24	22.76
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PLUM0030-008 09/01/2017

Musselshell and Wheatland Counties

Rates	Fringes
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PIPEFITTER, Excludes HVAC Pipe Installation.....\$ 32.31	18.31
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PLUM0041-011 07/01/2018

Chouteau, Judith Basin, Liberty, Sweet Grass, Teton, and Toole Counties

Rates	Fringes
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PIPEFITTER, Excludes HVAC Pipe Installation.....\$ 31.30	14.73
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SFMT0669-002 04/01/2019

Sweetgrass LPOE CBP Property Seizure Vault Construction Project
Request for Proposal
March 31, 2020

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.35	17.14

SHEE0103-009 07/01/2018

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 29.62	17.42

SUMT2011-034 01/04/2011

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 22.69	0.00
CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 20.58	5.88
CEMENT MASON/CONCRETE FINISHER...	\$ 18.27	1.50
ELECTRICIAN (Low Voltage Wiring for Alarms).....	\$ 20.22	6.58
FORM WORKER.....	\$ 16.02	6.00
LABORER: Common or General.....	\$ 16.64	4.12
LABORER: Mason Tender - Brick...	\$ 18.37	5.94
OPERATOR: Excavator.....	\$ 22.98	5.57
OPERATOR: Forklift.....	\$ 21.44	8.05
PAINTER: Brush, Roller and Spray.....	\$ 19.18	0.00
PLUMBER (HVAC Pipe Installation).....	\$ 25.75	10.87
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 26.34	10.30
ROOFER.....	\$ 15.44	1.81
TRUCK DRIVER: Dump Truck.....	\$ 18.88	4.66

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.

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)).

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.

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.

Sweetgrass LPOE CBP Property Seizure Vault Construction Project
Request for Proposal
March 31, 2020

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"

Offeror Representations and Certifications

1. FAR 52.204-8 Annual Representations and Certifications (DEC 2019)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220 (Commercial and Institutional Building Construction). [insert NAICS code].

(2) The small business size standard is \$39.5 million average annual receipts [insert size standard].

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

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

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

☐ (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.

GSA Solicitation No. 47PJ0020R0111

- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.
- (v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$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.

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

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

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

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

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

[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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

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

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

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications

GSA Solicitation No. 47PJ0020R0111

currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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

(End of provision)

2. FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)

(a) *Definition.* As used in this provision –

“Commercial and Government Entity (CAGE) code” means–

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via–

- (1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM

GSA Solicitation No. 47PJ0020R0111

registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

- (2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.
- (3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.
- (d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.
- (e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by [52.204-17](#) or [52.212-3\(p\)](#), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.
- (f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

3. FAR 52.209-7 Information Regarding Responsibility Matters. (OCT 2018)

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

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

“Federal contracts and grants with total value greater than \$10,000,000” means—

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

GSA Solicitation No. 47PJ0020R0111

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

- (b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
- (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).

(End of provision)

4. FAR 52.209-13 Violation of Arms Control Treaties or Agreements-Certification (JUN 2018)

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

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

____ (1) The Offeror certifies that—

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

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act ([22 U.S.C. 2593a](#)). The report is available via the Internet at <https://www.state.gov/t/avc/rls/rpt/>; or

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

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

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

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country

GSA Solicitation No. 47PJ0020R0111

was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless—

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

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

(i) Waived application under [22 U.S.C. 2593e](#)(d) or (e); or

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

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

(End of provision)

5. FAR 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 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—

GSA Solicitation No. 47PJ0020R0111

- (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).

(End of provision)