



UNITED STATES COAST GUARD

REQUEST FOR PROPOSALS (RFP)

**SOLICITATION NO. 70Z04720REASPOR00 - DESIGN BUILD,
CONSTRUCTION OF EASTPORT FAMILY HOUSING
DEVELOPMENT CONTRACT, PERRY, MAINE**

NOTICE FOR FILING AGENCY PROTESTS

United States Coast Guard Ombudsman Program

It is the policy of the United States Coast Guard (USCG) to issue solicitations and make contract awards in a fair and timely manner. The Ombudsman Program for Agency Protests (OPAP) was established to investigate agency protest issues and resolve them without expensive and time-consuming litigation. OPAP is an independent reviewing authority that is empowered to grant a prevailing protester essentially the same relief as the Government Accountability Office (GAO).

Interested parties are encouraged to seek resolution of their concerns within the USCG as an Alternative Dispute Resolution (ADR) forum rather than filing a protest with the GAO or some external forum. Interested parties may seek resolution of their concerns informally or opt to file a formal agency protest with the Contracting Officer or Ombudsman.

Informal Forum with the Ombudsman. Interested parties who believe a specific USCG procurement is unfair or otherwise defective should first direct their concerns to the applicable Contracting Officer. If the Contracting Officer is unable to satisfy their concerns, interested parties are encouraged to contact the U.S. Coast Guard Ombudsman for Agency Protests. Under this informal process the agency is not required to suspend contract award performance. Use of an informal forum does not suspend any time requirement for filing a protest with the agency or other forum. In order to ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, Contracting Officer, and solicitation closing date (if applicable).

Formal Agency Protest with the Ombudsman. Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the Contracting Officer through open and frank discussions. If the protester's concerns are unresolved, an Independent Review is available by the Ombudsman. The protester may file a formal agency protest to either the Contracting Officer or as an alternative to that, the Ombudsman under the OPAP program. Contract award or performance will be suspended during the protest period unless contract award or performance is justified, in writing, for urgent and compelling reasons or is determined in writing to be in the best interest of the Government. The agency's goal is to resolve protests in less than 35 calendar days from the date of filing. Protests shall include the information set forth in [FAR 33.103\(d\) \(2\)](#). If the protester fails to submit the required information, resolution of the protest may be delayed or the protest may be dismissed. To be timely protests must be filed within the period specified in [FAR 33.103\(e\)](#). Formal protests filed under the OPAP program should be submitted electronically to OPAP@uscg.mil and the Contracting Officer or by hand delivery to the Contracting Officer.

Election of Forum. After an interested party protests a Coast Guard procurement to the Contracting Officer or the Ombudsman, and while the protest is pending, the protester agrees not to file a protest with the GAO or other external forum. If the protest is filed with an external forum, the agency protest will be dismissed.

The Ombudsman Hotline telephone number is 202.372.3695.

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	70Z04720REASPOR0	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	03/16/2020	3 91

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 USCG Facilities Design & Construction Center (FDCC) 5500 Robin Hood Road, Suite K Norfolk, VA 235132431	8. ADDRESS OFFER TO U. S. Coast Guard Facilities Design & Construction Center 5505 Robin Hood Road, Suite K Norfolk, VA 23513	
9. FOR INFORMATION CALL:	a. NAME CHRISTINE FOSKEY-BROWN	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) (757) 852-3485

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)

Design/Build Construction of Eastport Housing Development, Perry, ME

Provide all materials, labor, equipment, services and all operations necessary to perform all work in accordance with applicable clauses, provisions, special contract requirements, specifications and drawings, as set forth in Section C.

NAICS CODE 236116 Size Standard \$36.5M

Disclosure of Magnitude of Construction Project of the Base Item and the Option Items is approximately \$4M to \$6.5M.

11. The contractor shall begin performance within <u>10</u> calendar days and complete it within <u>840</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See <u>See Section F</u>).	12b. CALENDAR DAYS 10
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 2:00 PM (hour) local time 05/05/2020 (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 180 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



SEE ATTACHED SCHEDULE B

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
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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

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PRICE PROPOSAL FORM

SECTION B

PROJECT 6841069

SOLICITATION NO. 70Z04720REASPOR00

Base Item: Design-build USCG Family Housing Project in Perry, ME. The proposed development includes, but is not limited to, the design and construction of a minimum of two, (2) 3-bedroom single family housing units, two (2) 4-bedroom single family housing units with one that meets ADA accessibility requirements and a maintenance/storage shed. The proposed site development shall include a concept layout of all 8 single family housing units to include associated access roads, driveways, sidewalks, individual wells, individual septic systems, storm water drainage system, electrical distribution system, telecommunications system and other supporting utilities. The layout of the four base units shall be configured at a distance as far away from Shore road as practicable. This site shall also be configured or landscaped so that the maintenance shed screened from the main road, The contractor shall perform the work in accordance with this specification and as shown on the Government-accepted, Contractor-originated drawings.

The project scope includes three (3) option items that include all supervision, labor, tools, materials, transportation, equipment and other services necessary to construct the following:

- (a) Bid Options 1: Two (2) 3-bedroom single family housing units
- (b) Bid Options 2: One (1) 3-bedroom single family housing unit
- (c) Bid Options 3: One (1) 3 bedroom single family housing unit

Design Price:				
Construction Price:				
TOTAL BASE ITEM:				

The **TOTAL BASE ITEM** shall be deemed to include all costs required for the specified work to be completed in accordance with the plans and specifications.

Option Item 0001: Two (2) 3 Bedroom Single Family Housing Units

Provide all labor, material, equipment, mobilization, demobilization, permitting, construction support, quality control services, and ancillary items required for site development and construction related to constructing two single family housing units.

Design Price:				
Construction Price:				
TOTAL OPTION 0001:				

Option Item 0002: One (1) 3 Bedroom Single Family Housing Unit

Provide all labor, material, equipment, mobilization, demobilization, permitting, construction support, quality control services, and ancillary items required for site development and construction related to constructing one single family housing unit.

Design Price:				
Construction Price:				
TOTAL OPTION 0002:				

Option Item 0003: One (1) 3-Bedroom Single Family Housing Unit

Provide all labor, material, equipment, mobilization, demobilization, permitting, construction support, quality control services, and ancillary items required for site development and construction related to constructing one single family housing unit.

Design Price:				
Construction Price:				
TOTAL OPTION 0003:				

The price shall be evaluated in accordance with FAR 52.217-4 Evaluation of Options Exercised at Time of Contract Award (June 1988)

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C. 1 SCOPE OF WORK

See Attachment J.1. Specification “Station Eastport Recap Family Housing, Perry, ME”.

C.2 APPLICABLE PUBLICATIONS

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The contractor shall comply with all applicable federal, state, and local regulations and laws.

ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS:

16 CFR 1303	Ban of Lead-Containing Paint and Certain Consumer Products Bearing Lead-Containing Paint
40 CFR 61	National Emission Standards for Asbestos
40 CFR 112	Oil Pollution Prevention
40 CFR 136-143	Water Programs
40 CFR 204	Noise Emission Standards for Construction Equipment
40 CFR 260-279	Solid Waste Regulations
40 CFR 280-282	Underground Storage Tank Regulations
40 CFR 311-374	Worker Right-to-Know
40 CFR 761	Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions

U.S. DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS:

29 CFR 1910	Worker Safety Requirements
29 FR 1926.62	Lead
29 FR 1926.1101	Asbestos

U. S. DEPARTMENT OF TRANSPORTATION REGULATIONS:

49 CFR 100-199	Hazardous Materials Transportation, Handling, and Storage Regulations
COMDTINST M5100.47	U.S. Coast Guard Safety and Environmental Health Manual
COMDTIST M6260.16	U.S. Coast Guard Asbestos Exposure Control Manual

C.3 REFERENCE STATUTES

The statutes listed below form a part of this specification to the extent referenced.

Clean Air Act (CAA) - (42 U.S.C. 7401 to 7642)

Clean Water Act (CWA)

Safe Drinking Water Act (SDWA)

Coastal Zone Management Act (CZMA)

Comprehensive Environmental Response, Compensation, and Liabilities Act (CERCLA)
- (42 U.S.C. 9601 to 9675)

Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) - (7 U.S.C. 136 to 139y)

National Historic Preservation Act (NHPA)

Noise Control Act (NCA) - (42 USC 4901 to 4918)

Pollution Prevention Act (PPA) - (42 U.S.C. 13101 to 13109)

Resource Conservation and Recovery Act (RCRA) - (42 U.S.C. 6901 to 6991i)

Solid Waste Disposal Act (SWDA) - (42 U.S.C. 6901 to 6991i)

Toxic Substance Control Act (TSCA) - (15 U.S.C. 2601 to 2654)

Energy Independence and Security Act of 2007 (EISA)

Endangered Species Act (ESA)

Emergency Planning and Right-to-Know Act (EPCRA)

SECTION D

PACKAGING AND MARKING

D.1 - PACKAGING AND MARKING

(a) All shipments of materials, equipment and/or supplies to the project site shall be addressed to the Contractor and not the Government. Preservation, packaging and packing shall be in accordance with standard practices for commercial packaging.

(b) Government personnel are not authorized to accept deliveries for the contractor, nor are they responsible for off-loading shipments. A contractor representative must be present to accept deliveries.

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SECTION E

INSPECTION AND ACCEPTANCE CONSTRUCTION

E.1 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

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

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

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

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

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

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

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

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

- (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
- (2) Terminate for default the Contractor's right to proceed.

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

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

E.2 DAILY REPORTING REQUIREMENT

The Contractor shall prepare and file a "Contractor' Daily Report", for each day of contract performance. Description must include the contract number and work being performed. These reports shall be delivered to, or if directed, mailed to the Contracting Officer's Representative on Fridays. The daily report shall include the name of Contractor and Subcontractor's on-site, the number of workers and their labor categories employed on-site, the work being performed, the type of equipment on-site, any change order work being performed, and whether the work being performed is on schedule. Reports shall be numbered, dated and signed by the Contractor or his Project Manager. Failure to submit the daily reports could result in payments being withheld until such time as all daily reports are current.

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SECTION F

DELIVERIES AND PERFORMANCE

F.1 52.211-10 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the award, (b) prosecute the work diligently, and (c) complete Base Item 0001 and applicable Option Items within 840 calendar days from award. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

F.2 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **1,420.79** for each calendar day of delay until the work is completed or accepted.

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

F.3 52.211-13 TIME EXTENSIONS (SEP 2000)

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

F.4 52.211.18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

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

F.5 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **TWENTY (20)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the contracting Officer determines that the reduction would be to advantage of the Government.

F.6 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of Clause)

F.7 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted

(1) by an act of the Contracting Officer in the administration of this contract, or
(2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of Clause)

F.8 RECYCLING AND DISPOSAL OF REFUSE

With the exception of materials specifically indicated or specified to be salvaged for reuse in construction, or turned over to the Government, all refuse, excess or waste materials resulting from construction operations shall become the property of the Contractor and shall be recycled and/or disposed of off Government property. All disposal shall be done in accordance with federal, state, and local laws and regulations.

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SECTION G

CONTRACT ADMINISTRATION DATA

G.1 INSTRUCTIONS FOR SUBMITTING MATERIAL APPROVALS

Submittals must be provided in sufficient time and in such sequence to avoid delays in the work. Test reports and certifications shall be submitted and approved prior to payment for the applicable item. Corrected O&M Manuals must be received by the Government prior to the Final Inspection. Materials, samples, drawings, etc., shall be submitted on the Government provided form.

G.2 AUTHORIZED REPRESENTATIVES OF THE CONTRACTING OFFICER

The Contracting Officer's Representative (COR) is the representative of the Contracting Officer for the purpose of day to day technical administration/inspection of all work under the contract. This includes, but is not limited to, administration of progress, approval of submittals, final inspection and providing technical assistance when required. The contractor is cautioned that in no instance is the COR authorized to approve any changes which will involve the quantity, quality, price or performance of the contract. The COR will be designated upon award of the contract.

G.3 ADDRESS OF CORRESPONDENCE

All correspondence, unless otherwise specified, shall be directed to the following address:

(a) The address and telephone number of the Contract Specialist is:

U.S. Coast Guard
Facilities Design and Construction Center
5505 Robin Hood Rd., Suite K
Norfolk, Virginia 23513

Phone Number: (757) 852-3485
FAX: (757) 852-3495
Email: Christine.L.Foskey-Brown@uscg.mil

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 WORK OUTSIDE REGULAR WORK HOURS

If the contractor desires to perform work under this contract outside regular work hours or on Saturdays, Sundays or holidays, he shall apply, in writing, to the Contracting Officer no less than 10 calendar days prior to the planned start of such work. Regular work hours are, for the purpose of this clause, those hours the activity or Command where the work is to be performed normally works on a day-by-day basis. Application by the Contractor does not imply consent by the Government. Each application will be considered, and a decision made, on the potential benefit of permitting such work. Approval of a Contractors application under this clause will be, unless otherwise agreed in writing, at no additional cost to the Government.

As established by law (5 U.S.C. 6103), the Government observes the following holidays:

- New Year's Day (January 1).
- Birthday of Martin Luther King, Jr. (Third Monday in January).
- Washington's Birthday (Third Monday in February).
- Memorial Day (Last Monday in May).
- Independence Day (July 4).
- Labor Day (First Monday in September).
- Columbus Day (Second Monday in October).
- Veterans Day (November 11).
- Thanksgiving Day (Fourth Thursday in November).
- Christmas Day (December 25).

Note: When a holiday falls on a non-workday, Saturday or Sunday, the holiday usually is observed on Monday (if the holiday falls on Sunday) or Friday (if the holiday falls on Saturday).

H.2 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws.

H.3 REQUIRED INSURANCE

The contractor shall procure and maintain insurance for the entire period of performance of this contract consistent with Federal Acquisition Regulation Clause No. 52.228-5, entitled "INSURANCE – WORK ON A GOVERNMENT INSTALLATION" (See Section I). FAR 28.307-2 states the following minimum amounts of liability:

(a) Workers' Compensation and Employer's Liability. Contractor' are required to comply with applicable Federal and State worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor' commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 28.305(c) for treatment of contracts subject to the Defense Base Act.)

(b) General Liability. (1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(c) Automobile Liability. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contracting Officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) Vessel Liability. When contract performance involves use of vessels, Contracting Officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

H.4 VEHICLE PASSES

The Contractor shall obtain a temporary vehicle pass, if required at the DHS location where performance is to take place.

To obtain a temporary vehicle pass, the Contractor must have in his possession at the time of application, a current vehicle registration card for each vehicle he wishes to register, a current valid driver's license for each operator, and proof of insurance covering each vehicle to be registered.

If the Contractor changes vehicles, or a new vehicle is used, a new vehicle pass will be needed.
CONTRACTORS SHALL NOT EXCHANGE VEHICLE PASSES

A violation of the Base Security Regulations or Motor Vehicle Regulations could result in the Contractor being barred from the base, and the contract terminated for default.

H.5 VOLATILE ORGANIC COMPOUNDS (VOC) COMPLIANCE PLAN

(a) Contractors are required to comply with local VOC laws and regulations and shall have an acceptable VOC compliance plan. The plan shall demonstrate that the use of paints, solvents, adhesives and cleaners comply with local VOC laws and regulations governing VOC materials, and that all required permits have been obtained or will be obtained prior to starting work involving VOC's, in the air quality district in which the work will be performed.

(b) The compliance plan shall be submitted by the Contractor to the Contracting Officer within five calendar days after receipt of the contract, and prior to the use of any "VOC" materials on the project site. The Government will approve or disapprove the Contractors compliance plan within five calendar days after receipt. Should the Government reject the compliance plan, the Contractor shall resubmit a revised compliance plan within three calendar days after receipt of the rejection notification. Failure on the part of the Contractor to submit an acceptable "VOC" plan, shall not be grounds for a time extension to the performance period.

(c) An acceptable compliance plan shall contain, as a minimum:

- (i) A listing of each material subject to restrictions in the air quality management district in question;
- (ii) The rule governing its use;
- (iii) A description of the actions which the Contractor will use to comply with the laws and regulations, and plans to report to the Contracting Officer any changes in the status of compliance during the life of the contract.
- (iv) Alternatively, if no materials are subject to the restrictions in the air quality management district where the work will be performed, or if there are no restrictions, the compliance plan shall so state.

H.6 WAGE RATES

See Section J.4 for wage determination.

General Decision Number: ME20200005 Residential dated 01/03/2020 - **UTILIZE** this Residential Wage Determination for work related to construction of the housing.

General Decision Number: ME20200027 Heavy dated 01/03/2020 - **UTILIZE** this Heavy Wage Determination for all associated site work and supporting utilities.

If crafts or trades are required in the performance of this project for which no wage is listed in the Department of Labor Wage Decision, the Contracting Officer shall be notified in writing.

H.7 CERTIFICATION OF PAYMENTS-RELEASE OF CLAIM

The Contractor, prior to receiving a progress or final payment under this contract, shall submit to the Contracting Officer a certification that the Contractor has made payment from proceeds of prior payments, or that he will make timely payment from the proceeds of the progress or final payment then due him, to his subcontractors and suppliers in accordance with his contractual arrangements. The Contractor shall submit to the Contracting Officer, together with his request for final payment, a properly executed Contractor' Release, DHS form 700-3. Failure to submit this completed release shall result in delay of final payment.

H.8 SUBCONTRACT DATA

The Contractor shall submit an executed Statement and Acknowledgment Standard Form 1413, to the Contracting Officer for every subcontractor (including every subcontractor of the second or lower tier) that will be performing work at the construction site. This shall be done before the subcontractor begins work. This form provides an acknowledgment by the subcontractor that mandatory "flow-down" contract clauses have been included in his contract in accordance with FAR Clause 52.222-11. The Prime Contractor will be given copies of Form SF 1413 after award of a contract. Completing this form creates no contractual relationship between subcontractors' and the Government.

H.9 CONTRACTOR SECURITY REQUIREMENTS

At the Pre-construction Conference, the Contractor shall provide a list of all on-site personnel, including sub-Contractor' (including second and third-tier subcontractors) and suppliers, to the Contracting Officer. The contractor shall update this list when changes occur. Contractor personnel not listed may be denied access to the Coast Guard facility. Contractor personnel will be restricted to designated working areas. Any personnel violating this policy may lose access to the Coast Guard facility.

Contractor personnel shall have photo identification at all times while working on Coast Guard facilities. Contractors shall provide the COR with 24 hours of advance notice of every delivery to the site (e.g., concrete, lumber, etc...) and provide the company name, delivery person, and phone number of the firm(s) making deliveries.

Otherwise access to the Coast Guard facility may be denied. Special security provisions may apply to this contract. Employees may be required to submit to a background check and be United States citizens.

H.10 CONTRACTOR USE OF PREMISES

(1) All lay down or staging areas for materials, equipment and Contractor vehicle parking must be located within the indicated Contractor fenced staging area and site as shown on the RFP Plans.

(2) Shipments of equipment, materials, and supplies shall be addressed to the contractor - not the Government. The contractor must be on hand to accept shipments; the Government will not accept shipments.

(3) **WORK RESTRICTIONS** - Contractor personnel shall not stray from the immediate area of work or direct avenues of ingress and egress unless authorized in advance by the Contracting Officer's Technical Representative (COR).

(4) **DRIVING RESTRICTIONS** – Contractor shall obey all station, fire, traffic, and security regulations. Drivers shall follow all posted speed limits.

H.11 REAL ID ACT OF 2005

The Real ID Act of 2005 established minimum security standards for license issuance and production and prohibits Federal agencies from accepting for certain purposes driver's licenses and identification cards from states not meeting the Act's minimum standards. To this purpose, there are five states that are not in compliance with the Act nor have they received an extension to come into compliance with the act. Those states are Illinois, Minnesota, Missouri, New Mexico and Washington State.

Anyone under this contract, to include subcontractors, who holds a driver's license from any of the states without approved licenses and require access to a military facility will be required to provide identification other than a driver's license to gain access. It is the responsibility of the Contractor to ensure that they are in accordance with the Real ID Act and any other requirements for base access. Further information on the Real ID Act can be found here:

<http://www.dhs.gov/real-id-enforcement-brief#>

H.12 TEMPORARY FACILITIES

(a) **STORAGE:** The location for exterior stock piling of materials shall be arranged by the COR and Project Manager. The Contractor shall be responsible for protecting materials stockpiled against weather, damage, theft, and other risks of loss. The Coast Guard assumes no responsibility for material or equipment left in the storage area.

(b) **SANITARY FACILITIES:** Toilet facilities may be available for Contractor use. The Contractor shall ensure the facilities remain clean. Contractors may be required to provide toilet facilities at some sites.

(c) **WATER AND ELECTRICITY:** Water and 120V electricity may be available at no cost to the Contractor. Should water and electricity be available contractor, the Contractor will bear connection costs. Cost of these utility connections and disconnections is the responsibility of the Contractor.

H.13 EXISTING UTILITIES

Utility locations when shown are approximate. The contractor shall field verify all utility locations before digging or trenching. This shall include but not be limited to the use of sonic, electronic or magnetic detection devices, by noting pull box and utility box locations at the surface, and by potholing. Contractor shall be responsible for repairing any utilities damaged during construction at no additional cost to the Government.

H.14 DESIGN-BUILD CONTRACT – ORDER OF PRECEDENCE

In the event of conflict or inconsistency between any of the below described portions of the conformed contract, precedence shall be given in the following order:

- (1) Any portions of the proposal or final design that exceed the requirements of the solicitation.
 - i. Any portion of the proposal that exceeds the final design.
 - ii. Any portion of the final design that exceeds the proposal.
 - iii. Where portions within either the proposal or the final design conflict, the portion that most exceeds the requirements of the solicitation has precedence.
- (2) The requirements of the solicitation, in descending order of precedence:
 - (a) Standard Form 1442, Price Schedule, and Davis-Bacon Wage Rates.
 - (b) Contract Clauses.
 - (c) General Requirements.
 - (d) Project program Requirements.
 - (e) Attachments (excluding Concept Drawings).
 - (f) Prescriptive Specifications exclusive of performance specifications.
 - (g) Performance Specifications exclusive of prescriptive specifications.
 - (h) Attachments (Concept Drawings).

H.15 GOVERNMENT-FURNISHED RFP DRAWINGS, SURVEYS AND SPECIFICATIONS

This is to clarify that contract clause 52.236-21 refers to any Government-furnished design or design criteria included in the Request for Proposal (RFP).

H.16 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN

- (a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.
- (b) The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the Work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.
- (c) Neither the Government's review, approval or acceptance of, nor payment for the services required under this contract, shall be construed to operate as a waiver of any

rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

- (d) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.
- (e) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

H.17 SEQUENCE OF DESIGN-CONSTRUCTION

(a) After receipt of the contract, the Contractor shall initiate design, comply with all design submission requirements, and obtain Government review of each submission. The Government will not grant any time extension for any design or re-submittal required if the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(b) If the Contractor chooses to proceed with construction prior to the review of the Final Design submission, no payment will be made for any in-place construction related to the design elements pending review by the Government. Foundation designs, site work, utility designs and demolition plans can be approved separately to allow for fast track execution.

(c) No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government. (d) Upon acceptance of the demolition, site utilities and foundation plans and specifications, the Contracting Officer or COR will notify the Contractor when that portion of the design is accepted for construction.

(d) Upon acceptance of the demolition, site utilities and foundation plans and specifications, the Contracting Officer or COR will notify the Contractor when that portion of the design is accepted for construction.

H.18 CONSTRUCTOR'S ROLE DURING DESIGN

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the

Construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above

activities.

H.19 DEVIATING FROM THE ACCEPTED DESIGN

- (a) The Contractor must obtain the approval of the Designer of Record and the Government's concurrence for any Contractor proposed deviation to the requirements of the Request for Proposal and accepted design including referenced codes before proceeding with the deviation. If the revision to the design remains within the requirements of the RFP and accepted design then the contractor shall only have to notify the Government of the revision prior to incorporating into the work.
- (b) The Government reserves the right to non-concur with any revision to the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and concurred design.
- (c) Any revision to the design, which deviates from the contract requirements (i.e., the RFP and the accepted proposal), will require a modification, pursuant to the Changes clause, in addition to Government concurrence. The Government reserves the right to disapprove such a revision.
- (d) Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.
- (e) The Contractor shall track all approved revisions and shall incorporate them into the as-built design documentation, in accordance with agreed procedures. The Designer of Record shall document its professional concurrence on the as-builts for any revisions in the stamped and sealed drawings and specifications.

H.20 SUBCONTRACTING PLAN

If the offeror proposing on this solicitation is a large business concern, in accordance with the definition as identified in FAR Clause 52.219-1, "Small Business Program Representations (OCT 2014)", the firm must submit a small business subcontracting plan in accordance with FAR Clause 52.219-9 "Small Business Subcontracting Plan". See Section I of the solicitation for the full FAR Clause. Offerors shall submit Small Business Subcontracting Plan. The USCG small business goals for FY 2010 are as follows:

Category	FY 18 Goals
SB Prime	37.5%
8(a) Prime	5.0%
Non-8(a) SDB Prime	5.0%
Overall SDB Prime	10.0%

HUBZone Prime	3.0%
SDVOSB Prime	3.0%
VOSB Prime	N/A
WOSB Prime	5.0%
SB Sub	40.0%
SDB Sub	5.0%
HUBZone Sub	3.0%
SDVOSB Sub	3.0%
WOSB Sub	5.0%

H.21 ENGLISH

All communications, written, and oral between the contractor and the Government in connection with this contract shall be in the English Language, and any system of dimensions (English or Metric) shown shall be consistent with that used in the contract

H.22 CENTRALIZED INVOICE SUBMITTAL PROCEDURES (Coast Guard Contract Only)

The following Centralized Invoice Submittal Procedures are being incorporated into this contract:

- (a) Invoices shall be prepared and submitted in accordance with the provision of FAR 52.232-27, "Prompt Payment for Construction Contracts."
- (b) Each invoice shall contain the following information:
 - (1) Contract Number
 - (2) Name of the Contract Specialist or Contracting Officer
 - (3) Invoice Routing Code (IRC) assigned by the Coast Guard
 - (4) Annotate on the invoice indicating that the contractor represents a small business for accelerated payment purposes.
- (c) The Coast Guard unique Invoice Routing Code (IRC) for this contract is: FDCCLANT
- (d) Each invoice must be submitted to the designated billing office via one of the

following modes, listed in descending order of preference:

- (1) FINCEN Website invoice receipt form:
http://www.fincen.uscg.mil/centralinv/central_inv_contr.cfm
- (2) Fax: (757) 523-6900
- (3) Mailed to: Commercial Invoices

U.S. Coast Guard Finance Center
1430A Kristina Way
Chesapeake, VA 23326

- (e) To facilitate processing, all proper invoices and any supporting information submitted electronically using the FINCEN web based invoice submission capability must be submitted as a single Adobe pdf formatted file, or as otherwise specified in the contract.
- (f) Supporting documentation along with a courtesy copy of the invoice may also be e-mailed to the Contract Specialist and/or COR at the addresses cited below:

Contracting Officer: Cheryl P. Allen
Contracting Officer Representative: Alyssa

- (g) Original Payrolls and submittals shall be mailed to the Contracting Officer with copies mailed to the Contracting Officer Representative cited above:
- (h) In accordance with the Prompt Payment Act, for the purposes of determining a payment due date and the date on which interest will begin to accrue if a payment is late, a proper invoice shall be deemed to have been received:

(1) On the later of:

- (i) For invoices that are mailed or transmitted via facsimile, the date a proper invoice is actually received by the designated billing office and annotates the invoice with date of receipt at the time of receipt.
- (ii) For invoices electronically transmitted by the contractor via web based submission, the date a transmission is received by the designated billing office, and receipt confirmation is provided to the designated recipient; or
- (iii) The seventh day after the date on which the property is actually delivered or performance of the services is actually completed; unless—
 - a) The agency has actually accepted the property or services before the seventh day in which case the acceptance date shall substitute for the seventh day after the delivery date; or

- b) A longer acceptance period is specified in the contract, in which case the date of actual acceptance or the date on which such longer acceptance period ends shall substitute for the seventh day after the delivery date;
- (2) On the date placed on the invoice by the contractor, when the agency fails to annotate the invoice with date of receipt of the invoice at the time of receipt (such invoice must be a proper invoice); or
- (3) Web based submission by the contractor and receipt confirmation does not reflect Government review or acceptance of the invoice.
- (4) Payment inquiries and status may be obtained - at the following website:
<https://www.fincen.uscg.mil/secure/payment.htm>

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SECTION I

CONTRACT CLAUSES

FULL TEXT PROVISIONS/CLAUSES

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Alternate 1 (JUL 1995))

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

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

Material	Identification No.
<i>(If none, insert “None”)</i>	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

Warning

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

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

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

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

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

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after00

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

(ii) At the end of contract performance.

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

(End of clause)

52.225-9 BUY AMERICAN – CONSTRUCTION MATERIALS (MAY 2014)

Use the clause at 52.225-9, Buy American—Construction Materials, in solicitations and contracts for construction in accordance with 25.1102(a)

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

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

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

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

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

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

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

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

“Cost of components means”-

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

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

“Domestic construction material” means-

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

(1) This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR [12.505\(a\)\(2\)](#)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

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

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

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

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

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

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

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
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Item1:

Foreign construction material	_____	_____	_____
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Domestic construction material	_____	_____	_____
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Item2:

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

[Include other applicable supporting information.]

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

(End of clause)

52.225-11 - BUY AMERICAN – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENT (OCT 2019) ALTERNATE I (MAY 2014)

Use the clause at 52.225-11, Buy American—Construction Materials under Trade Agreements, in solicitations and contracts in accordance with 25.2202(c)

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

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

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

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

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

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

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

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

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

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

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

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

“Cost of components” means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not

such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

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

“Designated country” means any of the following countries:

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

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

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

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

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

“Domestic construction material” means-

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

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

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

(ii) The construction material is a COTS item.

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

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

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

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

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

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

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

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

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

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

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

(b) Construction materials.

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

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

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

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

(4) The Contracting Officer may add other foreign construction material to the list in

paragraph (b)(3) of this clause if the Government determines that-

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description Unit of Measure Quantity Price (Dollars)*

Item1:

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

Item2:

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

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

[Include other applicable supporting information.]

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

(End of clause)

Alternate I (May 2014). As prescribed in [25.1102](#) (c)(3), add the following definition of “Bahrainian or Mexican construction material” to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

“Bahrainian, Mexican, or Omani construction material” means a construction material that—

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

(b) *Construction materials.*

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

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

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

“*Bahrainian, Mexican, or Omani construction material*” means a construction material that—

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

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

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

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

- (1) Means any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

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

“Cost of components” means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti,

Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

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

“Domestic construction material” means—

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

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

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

(ii) The construction material is a COTS item.

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

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

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

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

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

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

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

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

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

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

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a

new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.*

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

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: "None"

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			

Foreign construction material			
Domestic construction material			

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

[Include other applicable supporting information.]

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

(End of clause)

52.236-4 **Physical Data (Apr 1984)**

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by US Coast Guard, CEU Miami, Hydrographic Survey will be provided by the Government.

(End of Clause)

52.252-2 **CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.acquisition.gov/far>

<http://www.dhs.gov/xlibrary/assets/opnbiz/cpo-acquisition-regulation-0606.pdf>

<http://www.dhs.gov/xlibrary/assets/opnbiz/cpo-acquisition-manual-1206.pdf>

52.252-6 **AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 19) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

The following Homeland Security Acquisition Regulation (HSAR) clauses are applicable to this solicitation:

3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractors employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, and insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.
(End of clause)

3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES
(JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The contractor under this solicitation represents that [Check one]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

THE FOLLOWING CLAUSES AND PROVISIONS ARE INCORPORATED BY REFERENCE:

- 52.202-1 DEFINITIONS (NOV 2013)
- 52.203-3 GRATUITIES (APR 1984)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)
- 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS & CONDUCT (OCT 2015)
- 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)
- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND

REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWERRIGHTS (APR 2014)	
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2016)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENT (OCT 2016)
52.204.16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR' DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
52.210-1	MARKET RESEARCH (APR 2011)
52.211-6	BRAND NAME OR EQUAL (AUG 1999)
52.215-2	AUDIT AND RECORDS – NEGOTIATION (OCT 2010)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2016)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018)
	ALTERNATE II (NOV 2016)
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
52.222-3	CONVICT LABOR (JUNE 2003)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAY 2018)
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)
52.222-7	WITHHOLDING OF FUNDS (MAY 2018)
52.222-8	PAYROLLS AND BASIC RECORDS (AUG 2018)
52.222-9	APPRENTICES AND TRAINEES (JULY 2005)
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
52.222-11	SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)
52.222-12	CONTRACT TERMINATION-DEBARMENT (MAY 2014)
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.222-15	CERTIFICATION OF ELIGIBILITY (MAY 2014)
52.222-21	PROHIBITION OF SEGREGATED FACILITES (APR 2015)
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (SEP 2016)
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES

	(JUL 2014)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS (JAN 2019)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
52.222-55	MINIMUM WAGE UNDER EXECUTIVE ORDER 13658 (DEC 2015)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSON COMPLIANCE PLAN (MAR 2015)
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-9	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (MAY 2008)
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (JUN 2016)
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACT (AUG 2018)
52.223-18	ENCOURAGING CONTRACT POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
52.227-2	NOTICES AND ASSISTANCE REGARDING PATENT & COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-4	PATENT INDEMNITY - CONSTRUCTION CONTRACTS (DEC 2007)
52.227-17	RIGHTS IN DATA - SPECIAL WORKS (DEC 2007)
52.228-1	BID GUARANTEE (SEPT 1996) (See Section L for Bid Bond Requirement)
52.228-2	ADDITIONAL BOND SECURITY (OCT 1997)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (AUG 2018)
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (MAY 2014)
52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.228-15	PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION (OCT 2010)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
52.230-2	COST ACCOUNTING STANDARDS (OCT 2015)
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-17	INTEREST (MAY 2014)
52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
	The due date for making such payments shall be 30 days after receipt of the

	payment request by the designated billing office.
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARDS MANAGEMENT (OCT 2018)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTOR' (DEC 2013)
52.233-1	DISPUTES (MAY 2014)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991) ALTERNATE I (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-17	LAYOUT OF WORK (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) ALTERNATE II (APR 1984)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-4	CHANGES (JUN 2007)
52.243-7	NOTIFICATION OF CHANGES (JAN 2017)
52.244-2	SUBCONTRACTS (DEC 2010)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2019)
52.245-1	GOVERNMENT PROPERTY (JAN 2017)
52.245-9	USE AND CHARGES (APR 2012)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)
52.248-3	VALUE ENGINEERING - CONSTRUCTION (OCT 2015)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) – ALTERNATE 1 (SEP 1996)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

The following Homeland Security Acquisition Regulation (HSAR) clauses are also incorporated by reference:

3052.203-70	INSTRUCTIONS FOR CONTRACTOR DISCLOSURE OF VIOLATIONS (SEP 2012)
3052.205-70	ADVERTISEMENTS, PUBLICIZING AWARDS, AND RELEASES

	(SEP 2012)
3052.209-73	LIMITATION OF FUTURE CONTRACTING (JUN 2006)
3052.211-70	INDEX FOR SPECIFICATIONS (DEC 2003)
3052.219-70	THE SMALL BUSINESS SUBCONTRACTING PROGRAM REPORTING (JUN 2006)
3052.219-71	DHS MENTOR-PROTÉGÉ PROGRAM (JUN 2006)
3052.219-72	EVALUATION OF PRIME CONTRACTOR PARTICIPATION IN THE DHS MENTOR-PROTÉGÉ PROGRAM (JUN 2006)
3052.222-70	STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (DEC 2003)
3052.222-71	STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY (DEC 2003)
3052.223-70	REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES- APPLICABLE LICENSES AND PERMITS (JUN 2006)
3052.223-90	ACCIDENT AND FIRE REPORTING (USCG) (DEC 2003)
3052.228-70	INSURANCE (DEC 2003)
3052.228-90	NOTIFICATION OF MILLER ACT PAYMENT BOND PROTECTION (DEC 2003)
3052.242-72	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

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SECTION J

LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>
J.1	Specification for Project No.6841068 Design/Build Construction of Eastport Family Housing Development Contract, Perry, Maine
J.2	Experience Information Form (Contractor may use their own form or this sample)

- J.3 Past Performance Questionnaire
- J.4 DOL Wage Determination: General Decision Number ME20200005 Residential dated 01/03/2020 and General Decision Number ME20200027 Heavy dated 01/03/2020
- J.5 Sample Subcontracting Plan

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ATTACHMENT J.2 – EXPERIENCE INFORMATION FORM

PROJECT NO. (Check One): ☐ - 1 ☐ - 2 ☐ - 3 ☐ - 4 ☐ - 5

1) Name of

Contractor:

2) Project Title:

3) Contract Number:

4) Contract Amount: \$

5) Contract Completion Date:

6) Contract Duration:

7) Description of the Project's Scope and Magnitude: _____

8) Location of Project:

9) Customer/Owner Information:

A) Name of Customer/Owner

B) Name of Point of Contact

C) Contact Phone Number

D) Contact Email Address

10) Type of work:

☐ New Construction ☐ Renovation ☐ Repair ☐ Alteration

11) Type of Contract:

☐ Design/Build ☐ Design-Bid-Build ☐ Other (explain)

If Design/Build, what percentage of the total design was provided to you.

12) Describe any problems encountered with this project and corrective action taken.

13) List the Design disciplines required for the project. List the firm performing the design as well as a brief description

of the major design components.

14) Describe involvement of the designers during the construction phase of the job.

15) List the construction trades involved in the project as well as the firm that provided that trade. Also provide a brief description of jobs performed by each trade.

16) Attach any copies or photographs of industry awards/special recognitions, etc, received for this project. (Does not apply towards page count)

ATTACHMENT J.3 - PAST PERFORMANCE QUESTIONNAIRE (PPQ)

I. INSTRUCTIONS

The company (*i.e.*, contractor) that sent you this questionnaire intends to submit an offer in response to a U.S. Coast Guard solicitation and has identified you as a reference to validate their performance. *This PPQ must be completed by the person most familiar with the Contractor's performance on a present or previous contract and then submitted directly to the U.S. Coast Guard by the person completing the PPQ.* Please DO NOT send the completed PPQ to the contractor being evaluated. In addition to this questionnaire, you may receive a follow-up phone call to confirm or clarify information. We are thanking you in advance for your time, effort, and cooperation in responding to this questionnaire.

Please submit the completed form to the Contract Specialist via the following method: **(1) E-mail to FDCC-Proposals@uscg.mil (2) Christine.L.Foskey-Brown@uscg.mil (3) Cheryl.P.Allen@uscg.mil** Subject Line: Past Performance, reference RFP 70Z04719EASTPORT

Please contact the Contract Specialist, Mrs. Christine Foskey-Brown, at the above email address or telephone (757) 852-3485 if you have any questions.

The completed PPQ is due on or before April 30, 2020, 2:00 PM EST

II. GENERAL INFORMATION

A. PAST PERFORMANCE EVALUATOR & ORGANIZATION/COMPANY INFORMATION

1	Your Name:	
2	Your Title:	
3	Your Organization/ Company Name:	
4	Address:	
5	Your Phone Number:	
6	Your Fax Number:	
7	Your E-mail Address:	
8	Date:	
9	Your Signature:	

B. CONTRACTOR NAME & CONTRACT IDENTIFICATION

1	Name of Contractor being evaluated:	
2	Type of Instrument (<i>e.g.</i> , Contract, Purchase Order, Task Order, Other):	
3	Pricing Type (<i>e.g.</i> , Fixed Price, Time & Material, Cost Reimbursement, Other):	
4	Contract or Reference Number:	
5	Subcontract Number (if applicable):	

6	Order Number (if applicable):	
7	Role of Contractor (Prime or Sub) (if sub, also provide name of prime)	
8	Description of Service/Supply:	
9	Competitive (Y/N):	
10	Follow-On (Y/N):	
11	Date of Award:	
12	Initial Contract Dollar Value (w/Options):	
13	Final Contract Dollar Value (w/Options):	
14	Period of Performance:	
15	Place(s) of Performance:	
16	Complexity of Work (e.g., difficult, routine):	
17	If applicable , type and extent of subcontracting:	

III. GENERAL GUIDANCE

Please use the following ratings to score the performance elements below:

Rating System	
Rating	Definition
Superior	Performance met contractual requirements and exceeded many to the Government's benefit.
Satisfactory	Performance met all contractual requirements.
Marginal	Performance did not meet some contractual requirements.
Unsatisfactory	Performance did not meet most contractual requirements and recovery was not in a timely manner.

IV. EVALUATION: Rate the contractor in each of the following Evaluation Areas.

- A. Quality of Service.** Assess the Contractor' conformance to contract requirements, specifications and standards of good workmanship (e.g., specified technical, professional, environmental, or safety and health standards). List and assess any sub-elements to indicate different efforts where appropriate. For example: Are reports/data accurate? Does the service provided meet the specifications of the contract? Does the Contractor' work measure up to commonly accepted technical or professional standards? Assess the degree of direction given by your organization to solve problems that arise during performance.

RATING	Superior	Satisfactory	Marginal	Unsatisfactory	N/A
Check <input checked="" type="checkbox"/>					

Comment(s):

- B. Schedule.** Assess the timeliness of the contractor against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or effect the schedule variance). This assessment of the Contractor' adherence to the required delivery schedule should include the Contractor' efforts during the assessment period that contributes to or effect the schedule variance. This element applies to contract closeout activities as well as contract performance. Instances of adverse actions such as the assessment of liquidated damages, or issuance of Cure Notices, Show Cause Notices, and Delinquency Notices are indicators of problems which may have resulted in variance to the contract schedule and should therefore be noted in the evaluation.

RATING	Superior	Satisfactory	Marginal	Unsatisfactory	N/A
Check <input checked="" type="checkbox"/>					

Comment(s):

- C. Cost Control.** Assess the Contractor' effectiveness in forecasting, managing, and controlling contract cost. For example, does the contractor keep within the total estimated cost (what is the relationship of the negotiated costs and budgeted costs to actuals)? Did the contractor do anything innovative that resulted in cost savings? Were billings current, accurate and complete? Are the Contractor' budgetary internal controls adequate?

RATING	Superior	Satisfactory	Marginal	Unsatisfactory	N/A
Check <input checked="" type="checkbox"/>					

Comment(s):

- D. Business Relations.** Assess the integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the Contractor' history of reasonable and cooperative behavior (to include timely identification and resolution of issues in controversy), and customer satisfaction. Is the contractor oriented toward the customer? Is interaction between the contractor and your organization satisfactory, or does it need improvement? Also, in making the assessment, include the adequacy of the Contractor' accounting, billing, and estimating systems; and the Contractor' management of, if a substantial amount of property has been provided to the contractor under the contract.

RATING	Superior	Satisfactory	Marginal	Unsatisfactory	N/A
Check <input checked="" type="checkbox"/>					

Comment(s):

V. SUMMARY

Would your organization/company award another contract to this Contractor (or use the services of the Contractor again)? ☐ Yes / ☐ No

In summary, if you care to, please give your overall assessment of this Contractor.

Do you have any additional comments to add?

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ATTACHMENT J.4

DOL Wage Determinations:

General Decision Number

Residential ME20200005 dated 01/03/2020 Modification 0

And

General Decision Number

Heavy ME20200027 dated 01/03/2020 Modification No. 0

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ATTACHMENT J.4 - SAMPLE SUBCONTRACTING PLAN**THIS IS A SUGGESTED SUBCONTRACTING PLAN ONLY.**

Contractors may utilize their own language; however, all subjects must be addressed.

SPECIAL PROVISIONS**NOT APPLICABLE TO SMALL BUSINESSES**

Subcontracting Plan for Contract Number _____

Submitted in accordance with Clause Number ____ of the contract and Public Law 95- 507 by ____.
(NAME OF CONTRACTOR)

1. Percentage goals (expressed in terms of percentages of total planned subcontracting dollars)
 - a. Percentage of Prime Contract to be subcontracted: _____
 - b. Percentage of subcontracting dollars planned to be subcontracted to small business concerns: _____
 - c. Percentage of subcontracting dollars planned to be subcontracted to veteran-owned small business concerns: _____
 - d. Percentage of subcontracting dollars planned to be subcontracted to service-disabled veteran-owned small business concerns: _____
 - e. Percentage of subcontracting dollars planned to be subcontracted to HUBZone small business concerns: _____
 - f. Percentage of subcontracting dollars planned to be subcontracted to small disadvantaged businesses concerns: _____
 - g. Percentage of subcontracting dollars planned to be subcontracted to women-owned small business concerns: _____
 - h. Total estimated amount of prime contract: _____
 - i. Total estimated amount of planned sub-contracting dollars: _____
 - j. Total dollars planned to be subcontracted to small business concerns: _____
 - k. Total dollars planned to be subcontracted to veteran-owned small business concerns: _____
 - l. Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns: _____
 - m. Total dollars planned to be subcontracted to HUBZone small business concerns: _____
 - n. Total dollars planned to be subcontracted to small disadvantaged business concerns: _____
 - o. Total dollars planned to be subcontracted to women-owned small business concerns: _____
 - p. The principal items or areas we will seek to subcontract under this contract are :

 - q. Of the items or areas stated in block "p" above, the following are considered appropriate for

award of subcontracts to small business concerns:

- r. Of the items or areas stated in block "p" above, the following are considered appropriate for award of subcontracts to veteran-owned small business concerns:

- s. Of the items or areas stated in block "p" above, the following are considered appropriate for award of subcontracts to service-disabled veteran-owned small business concerns:

- t. Of the items or areas stated in block "p" above, the following are considered appropriate for award of subcontracts to HUBZone small business concerns:

- u. Of the items or areas stated in block "p" above, the following are considered appropriate for award of subcontracts to small disadvantaged business concerns:

- v. Of the items or areas stated in block "p" above, the following are considered appropriate for award of subcontracts to women-owned small business concerns:

- w. Define method used in reaching the percentage goals cited above: _____

- x. Description of the method used to identify potential sources for solicitation purposes:

- y. Statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (1) small business concerns, (2) veteran-owned small business concerns, (3) service-disabled veteran-owned small

business concerns, (4) HUBZone small business concerns, (5) small disadvantaged business concerns, and (6) women-owned small business concerns.

2. The individual who will administer the firm's subcontracting program is:

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

Description of the duties: _____

3. Description of efforts to be made to assure that small business, veteran-owned business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts:

4. _____ will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities and will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 or in the case of a contract for the construction of any public facility, \$1,000,000, to adopt a subcontracting plan similar to this plan.
5. _____ will submit periodic reports and cooperate in any studies or surveys as may be required by the U.S. Coast Guard Facilities Design and Construction Center

(Atlantic) or the Small Business Administration in order to determine the extent of compliance by the company with the subcontracting plan.

6. _____ shall submit standard form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with FAR 52.219-9 and the instructions on the forms, and ensure that our subcontractors agree to submit SF 294 no later than 15 April and 15 October and SF 295 no later than 15 October.
7. _____ will maintain the following types of records to demonstrate procedures which have been adopted to comply with the requirements and goals set forth in the plan.

Set forth here the records to be maintained. In order to be considered acceptable, the records shall include at least the following:

- a. Source lists, guides and other data identifying small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- b. Organizations contacted or to be contacted for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- c. Records on all subcontract solicitations resulting in an award of more than \$100,000.00, indicating on each solicitation (a) whether small business concerns were solicited and, if not, why not; (b) whether veteran-owned small business concerns were solicited and, if not, why not; (c) whether service-disabled veteran-owned small business concerns were solicited and, if not, why not; (d) whether HUBZone small business concerns were solicited and, if not, why not; (e) whether small disadvantaged business concerns were solicited and, if not, why not; (f) whether women-owned small business concerns were solicited and, if not, why not; and if applicable, the reason award was not made to a small business concern.
- d. Records to support other outreach efforts, to include the following: Contacts with trade associates; business development organizations; conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and veterans service organizations.
- e. Records maintained to support internal activities to guide and encourage buyers to utilize small business concerns in obtaining supplies and services and awarding subcontracts to the maximum extent possible. These records should include: Workshops, seminars, training programs and monitoring activities to evaluate compliance.
- f. Records to support award data submitted to the Government to include name and address of subcontractors.

I, the undersigned, a designated officer of _____ do hereby state that the company agrees to carry out the Government's policy to provide maximum practicable opportunity for small business concerns and concerns owned and controlled by socially and economically disadvantaged individuals to participate in the performance of this contract consistent with efficient performance.

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTOR

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is **236116**.

(2) The small business size standard is **\$36.5 million**.

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

(b)

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

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

☐ (i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

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

(iv) 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.

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

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

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

(viii) 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.

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

(x) 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.

(xi) 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.

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

(xiii) 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.

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

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

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

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

(xviii) 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.

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

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

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

(xxii) 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 Contractor.

___ (ii) 52.204-20, Predecessor of Contractor.

___ (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 contractor has completed the annual representations and certifications electronically via the SAM Web site accessed through beta.SAM.gov. After reviewing the SAM database information, the contractor verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*contractor 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 contractor are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor' representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

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 proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

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

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

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

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

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

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

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

(End of provision)

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

(a) The Contractor' 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' 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
17.1%	6.9%

These goals are applicable to all the Contractor' 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' 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' 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 the 50 United States and its Territories including the Caribbean Islands.

(End of Provision)

K.1 CONGRESSIONAL INFORMATION:

Contractor is requested to fill in the appropriate information set forth below:

(1) Home Office County and Congressional District_____

(2) Principal place of performance of the work required under the resulting contract (city, county and state)_____

(3) Congressional District of the principal place of performance:

K.2 AUTHORIZED NEGOTIATORS

The contractor or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations. (List names, titles, and telephone numbers of the authorized negotiators.)

NAME

TITLE

TELEPHONE NO

THIS AREA INTENTIONALLY LEFT BLANK

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO CONTRACTOR'

L.1 CLAUSES AND PROVISIONS

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Definitions. As used in this provision—

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

“Registered in the System for Award Management (SAM) database” means that—

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

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

(b)

- (1) By submission of an Offer, the contractor acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Contractor shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier

that identifies the Contractor' name and address exactly as stated in the offer. The Contractor also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Contractor is registered in the SAM database.

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

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Contractor does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Contractor.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Contractor' who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Contractor' may obtain information on registration at <https://www.SAM.gov>.

(End of Provision)

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

a) *Definitions.* As used in this provision—

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

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

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

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

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

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

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

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

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

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

(End of provision)

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services of Equipment (AUG 2019)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed-price contract for this requirement.

(End of Provision)

52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)

(a)

(1) The contractor shall notify the Government if the contractor 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 contractor is unsure if a planned work site satisfies the criteria for a secondary site of the work, the contractor 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 contractor 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 Contractor's request for a wage determination for a secondary site of the work.

(End of Provision)

52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014) ALT II (JUNE 2009)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country 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 Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause [52.225-11](#)).

(b) *Requests for determination of inapplicability.* A contractor 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 contractor shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause [52.225-11](#) in the request. If a contractor 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 contractor 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 materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause [52.225-11](#).

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

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-11](#), the contractor also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the contractor 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 FAR clause [52.225-11](#) 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 FAR clause [52.225-11](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the contractor shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of Provision)

Alternate II (June 2009). As prescribed in [25.1102](#)(d)(3), add the definition of “Bahrainian, Mexican, or Omani construction material” to paragraph (a) and substitute the following paragraph (d) for paragraph (d) of the basic provision:

(d) Alternate offers. (1) When an offer includes foreign construction material, except foreign construction material from a designated country other than Bahrain, Mexico, or Oman that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-11](#), the contractor also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material.

(2) If an alternate offer is submitted, the contractor 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 FAR clause [52.225-11](#) 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 FAR clause [52.225-11](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material. An offer based on use of the foreign construction material for which an exception was requested-

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations

(End of Provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer, U. S. Coast Guard Facilities Design and Construction Center, 5505 Robin Hood Rd., Suite K, Norfolk, VA 23513.

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

(End of Provision)

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

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

(b) Site visits may be arranged during normal duty hours as necessary

52.236-28 PREPARATION OF PROPOSALS - CONSTRUCTION (OCT 1997)

(a) Proposals must be

- (1) submitted on the forms furnished by the Government or on copies of those forms, and
- (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require Contractors to submit proposed prices for one or more items on various bases, including --

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, Contractors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of Provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The contractor is cautioned that the listed provisions may include blocks that must be completed by the contractor and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the contractor may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/vffara.htm> and http://www.dhs.gov/interweb/assetlibrary/DHS_HSAR_With_Notice_04-01.pdf and <http://www.dhs.gov/interweb/assetlibrary/HSAM-with-Notice-04-01.pdf>

52.215-1 INSTRUCTIONS TO CONTRACTORS – COMPETITIVE ACQUISITION (JAN 2017) ALTERNATE I (OCT 1997)

3052.219-17 DHS MENTOR-PROTÉGÉ PROGRAM (JUN 2006)

L.2 JOINT VENTURES (JV) AGREEMENTS

FOR THE PURPOSES OF THIS SOLICITATION, A JOINT VENTURE (JV) REFERS TO A FORMAL LEGAL ENTITY IN THE NATURE OF PARTNERSHIP COMPRISED OF TWO OR MORE PERSONS OR COMPANIES. EACH JOINT VENTURE MUST PROVIDE ONE (1) CAGE CODE, ONE (1) DUNS NUMBER FOR THE JOINT VENTURE AND ONE (1) DUNS NUMBER FOR EACH MEMBER COMPRISING THE JOINT VENTURE. EACH JOINT VENTURE MUST BE REGISTERED IN SAM USING THE NAME OF THE JOINT VENTURE.

Joint Venture Contractor' (JV) shall provide with their proposal a notarized legal document that establishes the JV. The JV Agreement shall take effect upon the submission of the proposal and remain irrevocable until one (1) year after the work has been finally inspected and accepted by the Government. **The JV must be formed and valid at the time of proposal submission.**

Submission of the notarized legal document that establishes the JV shall be furnished with the proposal. If the legal document establishing the JV is not notarized, a notarized declaration under penalty of perjury, that is, a statement under oath, by each corporate member who executed the Joint Venture Agreement (JVA), stating that joint venture is in compliance at the time of the proposal submission with all applicable laws, rules, and regulations and that he/she is the corporate official who executed the JVA must be submitted along with the JVA. The validated notarized legal document must include language that each member of the JV will be jointly and severally liable for the performance of the whole contract and will be incorporated into the contract award if award is made to the JV.

1. The Joint Venture Agreement shall include, at a minimum, the following:

- a. Name of firms that form the JV and the name of the JV.
- b. Name and title of the corporate officials signing on behalf of each party.
- c. Solicitation Number
- d. Description of the responsibilities in terms of work category for each member (for example: Firm A performing 100% of design)
- e. The statement “The composition and structure of the JV will remain unchanged from award to one (1) year after contract completion.
- f. Date of issuance of the agreement and notarized signature of the corporate officials signing in behalf of each party.
- g. Statement under oath stating that the Joint Venture is in compliance at the time of proposal submission with all applicable laws, rules, and regulations. This statement must be signed under oath by all members comprising the Joint Venture.

The U.S. Government reserves the right to review the actual JV Agreement to determine its basis and compliance with the applicable laws. Any internal agreements affecting the internal composition of the existing JV and its potential liabilities in relation to the contract (performance guarantee, insurance, etc.) will be sent to the Contracting Officer to provide notice of the same. Any change in the composition of the JV will require the JV to formally request a Novation Agreement in accordance with FAR 42.12, which will be approved/disapproved at the discretion of the Contracting Officer.

L.3 BONDS

A bid guarantee is required with any proposal when performance and payment bonds are required. **FOR THIS CONTRACT, A BID GUARANTEE SHALL BE AT LEAST 20 PERCENT OF THE OFFER BUT SHALL NOT EXCEED \$3,000,000.00.**

Performance and Payment Bonds are required of the prospective contractor with any contract action in excess of \$150,000.00. Performance Bond, SF-25 and Payment Bond 25A, are required in an amount equal to 100 percent of the original contract price. Performance and payment bonds placed with a surety or sureties acceptable to the Government and in the amounts indicated shall be submitted within ten (10) calendar days after receipt of award and shall be maintained for the entire contract.

L.4 INSTRUCTION FOR SUBMITTING QUESTIONS REGARDING SOLICITATION

Proposers are requested to review this solicitation as soon as possible upon receipt. If a proposer has any questions regarding the solicitation which require an answer from the issuing office, these questions shall be submitted, in writing via email, referencing section and paragraph of the solicitation, to the U.S. Coast Guard, Facilities Design and Construction Center, 5505 Robin Hood Rd., Suite K, Norfolk, VA 23513, email addresses: Christine.L.Foskey-Brown@uscg.mil and Cheryl.P.Allen@uscg.mil as well as FDCC-PROPOSALS@uscg.mil Subject Line: 70Z04720REASPOR00, RFI.

The deadline for submitting questions is set as **APR 20 2020**.

L.5 PROPOSAL SUBMISSION INSTRUCTIONS

GENERAL INSTRUCTIONS

- (i) Executed SF1442. Contractor shall insert its company name and address in Block #14, telephone number in Block #15, acknowledge all amendments in Block #19 (if applicable), name and title of person authorized to sign in Block #20A, signature in Block #20B, and offer date in Block #20C of the SF1442. In addition, contractor shall provide the DUNS Number, CAGE code, and Federal Tax ID number with its proposal. If proposing as a joint venture, Contractor' shall provide the DUNS Number and Cage code for the JV and the members of the joint venture. Contractor' shall ensure acknowledgement of amendments.
- (ii) Proposal Format: Do not exceed the page limitations set forth below. Non-Price Proposals will be 8 ½" x 11" paper except for fold outs used for charts, tables or diagrams which may not exceed 11" x 17". A page is defined as one face of a sheet of paper containing information. Font shall be Arial 12 Font or larger. Past Performance Questionnaires/CCASS/CPARS forms are excluded from the page limitation.
- (iii) SAM registration. Contractor, including Joint Venture (JV) Contractor' (registration must state the NAME of the JV) shall ensure current registration on the SAM Website, www.sam.gov, including Annual Representations and Certifications are complete and updated for this procurement. If a Representation or Certification as required by the RFP is not provided in SAM, include the representation or certification in your price proposal.
- (iv) FAPIIS Certification. Contractor shall ensure Federal Awardee Performance and Integrity Information System (FAPIIS) Certification as required by FAR 52.209-7, Information Regarding Responsibility Matters (OCT 2018).
- (v) VETS-4212 registration. Contractor shall ensure a current VETS-4212 report has been submitted to the Department of Labor website <https://vets4212.dol.gov/vets4212> if the contractor is required to submit. An email confirmation of submission can be requested and received by the contractor from the DOL website. If the contractor is not required to submit a report to VETS-4212, include a brief statement stating that the contractor is not required to submit a report. Visit the VETS-4212 website at <https://www.dol.gov/vets/vets4212.htm> for details concerning if your company is required to submit a VETS-4212 report and to request an email confirmation of submission.
- (vi) Note: The SAM, FAPIIS and VETS-4212 registrations must be in the name/CAGE/DUNS of the contractor identified on the SF1442.

Submit your proposal packages to:
 Facilities Design and Construction Center
 ATTN: Christine Foskey-Brown
 5505 Robin Hood Rd., Suite K
 Norfolk, VA 23513

The Government must receive your proposal no later than the time and date specified in Block 13 of Standard Form 1442.

Instructions for preparation and organization of proposals are summarized below. In order to effectively and equitably evaluate proposals, the Source Selection Evaluation Board must receive information sufficiently detailed to clearly describe the Contractor's technical approach and performance capabilities.

L.6 SPECIFIC INSTRUCTIONS

Offerors are to submit proposals entitled "DESIGN/BUILD CONSTRUCTION OF EASTPORT FAMILY HOUSING DEVELOPMENT, PERRY, ME, Proposal" in three ring binders.

The proposal shall include the following:

Executed SF1442 with acknowledgement of all amendments;

Price Proposal (Section B – Supplies or Services and Prices/Costs);

Bid guarantee;

Section K Completed Representations and Certifications;

VETS-4212;

Small Business Subcontracting Plan, if applicable; and

Documentation addressing Evaluation Factors - (1) Corporate Experience (Construction Team); (2) Corporate Experience: Design Team; (3) Project Management Approach/Organization; (4) Past Performance; (5) Factor 5: Means & Methods; Factor 6: Concept Design and Factor (7) Price.

Provide one original hard copy and two hard copies in binders. Tabs need to clearly identify each section of the binder. The binder shall also include a compact disc containing all the proposal files. Contractors must adhere to the Evaluation Factor page limits and requirements."

WHO MAY SUBMIT: THIS PROCUREMENT IS FULL AND OPEN COMPETITION

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SECTION M

EVALUATION FACTORS FOR AWARD

M.1 GENERAL

Proposals will be evaluated as set forth below. The number and identities of Contractors are not revealed to anyone not involved in the evaluation and award process or to other Contractors. Non-price Factors, when combined, are approximately equal to price.

M.2 RATING SYSTEM FOR NON-PRICE FACTORS

The Source Selection Evaluation Board (SSEB) members shall use the following adjectival ratings:

Rating System for Non-Price Evaluation Factors except Past Performance	
Rating	Definition
Superior	Proposal demonstrates an excellent understanding of the requirements and an approach that significantly exceeds performance or capability standards. Proposal has strengths that will significantly benefit the Government and risk of unsuccessful performance is very low.
Good	Proposal demonstrates a good understanding of the requirements and an approach that exceeds performance or capability standards. Proposal has one or more strengths that will benefit the Government and risk of unsuccessful performance is low.
Satisfactory	Proposal demonstrates an understanding of the requirements and an approach that meets performance or capability standards. Proposal presents an acceptable solution with few or no strengths and risk of unsuccessful performance is moderate.
Marginal	Proposal demonstrates a shallow understanding of the requirements and an approach that only marginally meets performance or capability standards necessary for minimal but acceptable contract performance. The risk of unsuccessful performance is high.
Unsatisfactory	Proposal fails to meet requirements and one or more deficiencies exist for which correction would require a major revision or redirection of the proposal. A contract cannot be awarded with this proposal.

Rating System for Past Performance Evaluation Factor	
Rating	Definition
Neutral	No relevant performance record is identifiable upon which to base a meaningful performance rating. A search was unable to identify any relevant past performance for the offeror. This is neither a negative or positive assessment.
Superior	Based on the offeror's performance record, the government has high confidence the offeror will successfully perform the required effort.
Good	Based on the offeror's performance record, the government has significant confidence the offeror will successfully perform the required effort.
Satisfactory	Based on the offeror's performance record, the government has confidence the offeror will successfully perform the required effort.
Marginal	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
Unsatisfactory	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

M.3 EVALUATION PROCESS FOR PROPOSALS

Selection will be based on the proposal determined to be the most highly qualified in response to the stated criteria. The proposed contract will be awarded to the responsible contractor offering the best value to the Government. The Government intends to award no more than one contract. To make a determination of best value, the Government will utilize the Tradeoff Process, one of the source selection approaches. The Government intends to consider awarding a contract to other than the lowest priced offeror or other than the highest technically rated offeror.

The Government does not intend to exchange any information with offerors; however, we reserve our right to coordinate exchanges of information as required to determine the most highly qualified offerors. The Government does not intend to hold discussions; however, we reserve our right to do so. Offerors initial proposals should be thorough and complete to demonstrate qualifications. Therefore, the Contractor's initial offer should contain their best terms from a price and technical standpoint.

The Government shall evaluate each contractor on the following criteria:

EVALUATION FACTORS

General: There are seven (7) factors and six (6) of the factors have page limitations that must be adhered to. Any pages in excess of the page limitations will not be considered.

Evaluation factors are approximately equal. Where subfactors are identified, they are approximately equal to each other. All non-price factors, when combined, are approximately equal to price.

Evaluation Factor–1 - Corporate Experience: Construction Team

Page limit: 2 pages per project

Submittal Requirement:

Submit a minimum of three (3) projects and a maximum of five (5) relevant projects for the Construction Team that best demonstrates your experience consistent with the size, scope and complexity of the RFP. At least one project should reflect a minimum value of \$3M or higher. Demonstrated experience should include the construction of family housing; the development of housing communities including civil/site work; on-site wastewater disposal; and potable water wells. Indicate if projects included constructing well systems and septic systems in extreme northern climate locations. Projects submitted should be completed or ongoing for a minimum of one year within the past six (6) years of the date of issuance of this RFP. Include a detailed description with each project that explains the scope of work and indicate if the effort was Design-Bid-Build, Design-Build, or Other. If the Construction and design team have not performed together, state so.

The offeror may use the Experience Information Form (EIF) provided in Attachment J.2 or choose their own format, provided the submission includes, at a minimum, the following:

- ♦ The Offeror's Name
- ♦ Project Title

- ♦ Contract Number
- ♦ Contract Completion Date
- ♦ Contract Amount
- ♦ Contract Duration
- ♦ Description of the Project's Scope and Magnitude– Including permitting, sustainable design concepts
- ♦ Project Location
- ♦ Customer Information to include:
 - ♦ Name of Customer/Owner
 - ♦ Name of Point of Contract
 - ♦ Contact Phone Number
 - ♦ Contact Email Address
- ♦ Type of work – New Construction, Renovation, Repair or Alteration
- ♦ Type of Contract – Design-Build, Design-Bid-Build or Other (explain)
- ♦ Work accomplished by Design Firm - Extent of Designer of Record participation during construction. A description of the designer's involvement during the construction phase of the job.

Offerors are responsible for providing project descriptions in sufficient detail to permit evaluation of project relevancy.

Offerors may provide additional descriptive information beyond what is required in the above list so long as the information does not exceed the 2 page limit per project.

One (1) page of photographs per project may be provided with each EIF in order to provide clarity to the project description and the one page of photographs does not count against the two (2) page limit per EIF.

A project is defined as a construction project performed under a single task order or contract. For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP.

Basis of Evaluation:

Offerors will be evaluated on the extent the submittal demonstrates the Offerors relevant experience including construction projects similar in size, scope, and complexity to the RFP. Offerors will also be evaluated on the depth of experience as it relates to the development of housing communities including civil/site work, on-site wastewater disposal, potable water wells. A higher rating may be assigned to Design-Build performance. A higher rating may be assigned to projects that included well systems and septic systems in extreme northern climate locations. A higher rating may be assigned to the Contractor and Design team partners previously working together.

Affiliate, Subsidiary or Parent

If an Offeror is using experience information of an affiliate, subsidiary, or parent that is not the name as exactly stated on the SF1442, the proposal shall clearly demonstrate that the affiliate, subsidiary, or parent firm shall have meaningful involvement in the performance of the contract.

Evaluation Factor–2 - Corporate Experience: Design Team

Page limit: 2 pages per project plus 2 pages for identification of A/E Firm

Submittal Requirement

- Submit a minimum of three (3) projects and a maximum of five (5) relevant projects for the Design Team that demonstrates experience in the design of projects similar in scope and complexity to the RFP. At least one project should reflect a minimum value of \$3M or higher. Demonstrated experience should include the design of family housing; the development of housing communities including civil/site work; design and permitting of on-site wastewater disposal; and potable water wells. Indicate if the projects reflect experience in design of well systems and septic systems in extreme northern climate locations. Projects submitted should be completed or ongoing for a minimum of one year within the past six (6) years of the date of issuance of this RFP. Include a detailed description with each project that explains the scope of work and indicate if the effort was Design-Bid-Build, Design-Build, or Other. If the Construction and design team have not performed together, state so.
- Discuss the experience and qualifications of your design team pertaining to civil/site design capabilities, design and permitting of on-site wastewater disposal, potable water wells and residential construction projects.
- Discuss the experience and qualifications of your design team pertaining to environmental and permitting requirements in the North East United States.
- These projects may be the same projects submitted under Technical Factor-1 listed above.
- Submit the name of A/E firm(s) who shall be utilized as the design team for this contract. The list shall include company name (no abbreviations), address, phone number, and DUNS number. Identify project role(s) of the firm(s) in the design. If the Construction and design team have not performed together, state so.

The offeror may use the Experience Information Form (EIF) provided in Attachment J.2 or choose their own format, provided the submission includes, at a minimum, the following:

- ♦ The Offeror's Name
- ♦ Project Title
- ♦ Contract Number
- ♦ Contract Completion Date
- ♦ Contract Amount
- ♦ Contract Duration
- ♦ Description of the Project's Scope and Magnitude– Including permitting, sustainable design concepts
- ♦ Project Location
- ♦ Customer Information to include:
 - ♦ Name of Customer/Owner
 - ♦ Name of Point of Contract
 - ♦ Contact Phone Number
 - ♦ Contact Email Address

- ♦ Type of work – New Construction, Renovation, Repair or Alteration
- ♦ Type of Contract – Design-Build, Design-Bid-Build or Other (explain)
- ♦ Work accomplished by Design Firm - Extent of Designer of Record participation during construction. A description of the designer's involvement during the construction phase of the job.

Offerors are responsible for providing project descriptions in sufficient detail to permit evaluation of project relevancy.

Offerors may provide additional descriptive information beyond what is required in the above list so long as the information does not exceed the 2 page limit per project.

One (1) page of photographs per project may be provided with each EIF in order to provide clarity to the project description and the one page of photographs does not count against the two (2) page limit per EIF.

A project is defined as a construction project performed under a single task order or contract. For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP.

Submit the name of A/E firm(s) who shall be utilized as the design team for this contract. The list shall include company name (no abbreviations), address, phone number, and DUNS number. Identify project role(s) of the firm(s) in the design. If the Construction and design team have not performed together, state so.

Basis of Evaluation:

Offerors will be evaluated on the extent the submittal demonstrates the Design firm's relevant experience including design projects similar in size, scope, and complexity to the RFP. Higher ratings may be assigned for demonstrated experience:

- in residential development in remote areas or areas without city provided utilities
- working in the vicinity of wetlands
- working in extreme northern climates
- environmental and permitting experience in the State of Maine
- Of the Contractor and Design team partners previously working together.

Affiliate, Subsidiary or Parent

If an Offeror is using experience information of an affiliate, subsidiary, or parent that is not the name as exactly stated on the SF1442, the proposal shall clearly demonstrate that the affiliate, subsidiary, or parent firm shall have meaningful involvement in the performance of the contract.

Evaluation Factor–3 - Project Management Approach/Organization

Page Limit: No more than 4 pages

Submittal Requirement:

Describe your project management approach and organizational structure. Narrative should

include but not be limited to the following:

- Key roles and responsibilities,
- Processes and strategies that demonstrate your understanding and experience from contract award through construction completion,
- Responsibility of the designer(s) during the construction phase. Describe the step by step process of the development and submission of design/construction documents.
- Describe the on-site design-construction management approach to coordinating design and construction challenges.
- Describe quality control in and between all identified firms/teams/subcontractors on this project.
- Describe your proposed organizational structure to include designers, construction management, and quality control personnel; lines of authority, review and submission of design. Provide a project organization chart which does not count towards page limitation, depicting the proposed organization.

Basis of Evaluation:

The offeror will be evaluated based on Project Management approach and the extent the offeror demonstrates their ability to manage project execution, from contract award through construction completion. Key roles and responsibility will be evaluated to the extent the offeror is appropriately staffing projects. Organizational Structure will be evaluated to the extent the provided information depicts the flow of communication, coordination of disciplines, autonomy, and management control. A higher rating may be assigned if the quality control process is shared among identified firms/teams/subcontractors. A higher rating may be assigned if the designer of record is actively involved during the construction phase.

Evaluation Factor–4 - Past Performance Factor

Not counted towards overall page limitation.

Submittal Requirement:

All projects submitted under Technical Factors 1 and 2 need to have a corresponding past performance submission in the form of a completed CPARS evaluation or Past Performance Questionnaire (PPQ). If a completed CPARS evaluation is available, it shall be submitted with the proposal, rather than a PPQ. If there is not a completed CPARS evaluation, a client completed Past Performance questionnaire in the prescribed format or substantially similar needs to be submitted.

In addition to the above, the Government may review any other sources of information for evaluating past performance including Past Performance Information Retrieval System (PPIRS) and the Federal Awardee Performance and Integrity Information System (FAPIS). While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the offeror.

Basis of Evaluation:

The Government will assess the quality of the offeror's (construction and design team) past performance by determining how well the contractor performed on the submitted relevant contracts and other related past performance information.

The distinction between corporate experience and past performance is corporate experience pertains to the types of work and projects completed by a contractor that are comparable to the types of work covered by this requirement, in terms of scope and complexity. Past performance pertains to how well a contractor has performed on the projects.

.Affiliate, Subsidiary or Parent

If an Offeror is using experience information of an affiliate, subsidiary, or parent that is not the name as exactly stated on the SF1442, the proposal shall clearly demonstrate that the affiliate, subsidiary, or parent firm shall have meaningful involvement in the performance of the contract.

Evaluation Factor 5: Means & Methods

Page Limit: No more than 20 pages

- Submittal Requirement

Provide a narrative of proposed means and methods that includes, but is not be limited to:

- Execution strategies, processes and approach as related to this project's particular building thermal envelope requirements. Discuss strategy for preventing ice damming; discuss insulation R values and building insulation strategy for achieving maximum thermal efficiency.
- Design approach for using highly durable and maintenance free interior and exterior finish materials. Discuss the use as applicable of materials such as high impact gypsum wall board, exterior cladding and interior finishes. Address why those materials were selected with discussion of cost and ease of maintenance, and life cycle cost.
- Proposed approach for on-site waste water treatment, domestic water system, and fire protection system.
- The minimum level of LEED certification is "Certified". The Offeror's proposal should indicate what LEED credits they propose to obtain in order to achieve that level. Energy optimization components, particularly the maximum Home Energy Rating System (HERS) ratings, should be identified with supporting details on how the Offeror proposes to meet or exceed the RFP goals. If the Offeror intends to propose features such as day lighting, solar energy, other alternative energy sources they should be addressed in the narrative.
- Provide proposed schedule for design and construction to include permitting, and close out. Offeror may choose a critical path or other method of its choice; however, schedule should be graphically presented; graphical presentation does not apply to page count.

Basis of Evaluation:

The Offeror's means and methods will be evaluated based on an assessment of proposed solution, to include but not be limited to, materials, ease of maintenance, sustainability, and construction methods. The Offeror's schedule will be evaluated based upon their understanding of environmental conditions and permitting and how it impacts the project schedule. The Government will evaluate the proposed HERS rating in relation to the energy optimization within the proposed housing units. Proposals offering homes with higher energy efficiency as evidenced by the HERS calculation may receive a higher rating. A higher rating may be assigned for a schedule that appropriately accounts and mitigates for risk. Proposals achieving maximum thermal efficiency may be rated higher.

NOTE: The Government intends to award a contract at the full performance period listed in the RFP.

Evaluation Factor 6: Concept Design

Page Limit: No more than 6 pages for Technical Approach Narrative and Risk Mitigation Plan.

- **Concept Site and Building Plans**

Provide a technical narrative on the design concepts, providing the design rationale and basis of the proposal. The narrative should address space adjacencies, grading (cut/fill considerations and drainage), utilities, paving (vehicular and pedestrian), and landscaping are addressed.

Submit conceptual site plans. (Does not apply to page count)

- Plans should show, at a minimum, improvements for grading, drainage, power, water wells, on-site sanitary sewerage treatment, fuel-oil tanks, housing units and maintenance building, paving, walks, site lighting, bus stop shelter, dumpster pad and landscaping. Indicate all structure setbacks and separations. Site plan should show strategy for coping with various site constraints, including wetlands.

Site plan should illustrate design layout of the minimum requirement of 4 units and Option Items. Items, on the concept plan, should be labeled 1 through 8 representing the maximum desired 8 units.

Submit preliminary concept building plan. (Does not apply to page count)

- Plans should show layout of all required spaces as well as typical building elevations.

Submit Risk Management Plan.

- Offeror should identify risks associated with the concept design in construction and proposed mitigation.

Basis of Evaluation:

The Offeror's concept designs will be evaluated based upon incorporation of the submission requirements above and the soundness of the conceptual plans. These requirements include, but are not limited to, the Offeror's approach to cut/fill considerations, drainage/stormwater management, on-site sanitary sewerage treatment

systems and maintenance considerations, water wells for potable use and fire protection, and incorporation of maximum number of program elements. The Government will evaluate the submission to the extent the building concept plans and elevations address the following criteria;

- *Organization of required spaces and number of building units.
- *Orientation and layout of units with regards to potential solar uses.
- *Variation in building façade and streetscape.
- * Use of interior finishes that exceed the requirements of the RFP.
- *Use of exterior materials as it pertains to safety and maintenance.

The Government will also evaluate the submission to the extent the risks associated with the concept design and construction are identified and mitigated.

Non-Technical Factor 7: Price

- Submittal Requirement

Submit the price in accordance with Price Schedule (Section B) issued with the RFP.

Basis of Evaluation:

The total evaluated price will be calculated by summing the total for the Base Item and the Government will evaluate the total evaluated price for the Base Item together with any option(s) exercised at the time of award. The Government may use various price analysis techniques and procedures to evaluate the overall price. Examples of such techniques include, but are not limited to the following:

- (i) Comparison of proposed prices received in response to the solicitation.
- (ii) Comparison of proposed prices with the independent Government cost estimate.
- (iii) Comparison of proposed pricing obtained through market research, parametric estimating methods, or historical information.

The Offeror's initial proposal should contain the Offeror's best terms from a price and non-price standpoint.

The price shall be evaluated in accordance with FAR 52.217-4, Evaluation of Options (Exercised at time of Contract Award (June 1988)).