REQUEST FOR PROPOSALS 70Z08725RRMACCIII

INDEFINITE DELIVERY/INDEFINITE QUANTITY REGIONAL MULTIPLE AWARD CONSTRUCTION CONTRACTS (RMACC)

AT

VARIOUS DEPARTMENT OF HOMELAND SECURITY (DHS) FACILITIES THROUGHOUT THE UNITED STATES AND TERRITORIES

Table of Contents

Section	Description	Page
PART I – THE SCHEDULE		
A	Introduction and Solicitation/Contract Form	3-7
B	Supplies or Services and Prices/Costs	8
C	Description/Specs/Work Statement	9-11
D	Packaging and Marking	12
E	Inspection and Acceptance	12-14
F	Deliveries or Performance	15-19
G	Contract Administration Data	20-22
H	Special Contract Requirements	23-34
PART II – CONTRACT CLAUSES		
I	Contract Clauses	35-79
PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
J	Attachments	80-87
PART IV – REPRESENTATIONS AND INSTRUCTIONS		
K	Representations, Certifications And Other Statements Of Offerors	89-95
L	Instructions, Conditions And Notices To Offeror	96-106
M	Evaluation Factors for Award	107-112

SECTION A INTRODUCTION AND SOLICITATION/CONTRACT FORM

The U.S. Coast Guard (USCG), United States Coast Guard (USCG), Program Executive Office (PEO) - Shore Infrastructure (CG-SHORE) Contracting Office, has determined the need to re-procure a suite of up to ten Indefinite Delivery Indefinite Quantity (IDIQ) Regional Multiple Award Construction Contracts (RMACCs) to perform construction on a regional basis nationwide. The contracts will be available on a non-mandatory, enterprise-wide basis to all DHS Directorates and Components. The DHS Components include United States Citizen and Immigration Services (USCIS), United States Customs and Border Protection (CBP), United States Coast Guard (USCG), Federal Emergency and Management Agency (FEMA), Federal Law Enforcement Training Center (FLETC), United States Immigration and Customs Enforcement (ICE), Transportation Security Administration (TSA), and United States Secret Service (USSS).

The contracts will meet the majority of the DHS infrastructure needs for maintenance, repair, and construction for all projects with a maximum value, as determined by each RMACC $10M and possibly up to $20M in Arctic District within the 50 United States and its territories. These contracts are intended to provide prompt responses on an as-needed basis for routine and emergent requirements. The contracts offer a streamlined approach to construction contracting and ongoing competition between qualified contractors.

The scope of work will include real property repairs, maintenance, and general construction, marine construction, demolition, historical restoration, and remediation. Facilities include, but are not limited to, operations buildings, hangars, boat houses, firing ranges, residential and light commercial buildings and their mechanical and electrical systems, site utilities, waterfront facilities, electronic surveillance/security construction, dredging, and airports/runways. Design- Build including One-Step Turnkey, and Design/Bid/Build project or other delivery methods will be used.

Each of the resulting contracts will be aligned with a specific geographical region corresponding to Coast Guard Districts. A map of the Coast Guard Districts has been provided in the files accompanying this notice. A separate contract will cover the United States territories within the Region of Caribbean and Puerto Rico (Contract Region 7.5) which is a part of Coast Guard District 7. Contract Regions 11 and 13 will be combined as they were on the predecessor RMACC. A regional map is depicted below:

Note renamed Districts as follows:

Identification in RFP*	Previous Name	July 2025 Name Change
Region 1	District 1	USCG Northeast District
Region 5	District 5	USCG East District
Region 7/7.5	District 7/7.5	USCG Southeast District**
Region 8	District 8	USCG Heartland District
Region 9	District 9	USCG Great Lakes District
Region 11	District 11	USCG Southwest District
Region 13	District 13	USCG Northwest District
Region 14	District 14	USCG Oceania District
Region 17	District 17	USCG Arctic District

*For the purposes of this solicitation, the Districts will be referred to as Region and by Number. Task orders may include the July 2025 name change.

The Coast Guard has six different Civil Engineering Units (CEUs). Each of the CEUs is aligned with one or two of the Coast Guard Districts. Each CEU will award and administer the contracts for the regions that correspond with the District(s) to which they are aligned. After the contract award, the ordering authority and ordering procedures will be provided to all DHS components. All contract awards will be based on a single solicitation. The solicitation will prescribe phased proposal due dates for each regional contract. Offerors will submit a separate proposal for each regional contract to the CEU assigned to conduct the procurement. The terms and ordering procedures of each contract will be uniform among the resulting contracts, in the manner of promoting a standardized method of delivery. The evaluation factors for each region will be uniform and a single source selection authority will take responsibility for all contract awards that stem from the solicitation; but separate source selection teams will be formed to evaluate each regional contract.

Pre-proposal inquiries will be reviewed programmatically, and any amendments will be issued to the solicitation as required. Any protests received after close of the solicitation will be directed in a manner to allow ongoing efforts to continue, where possible. For instance, in the case of a protest related to a specific regional contract, it is our intention to resolve these matters at the regional contract level, in order to isolate any delays to the regional contract that is under protest. In essence, each regional award decision will be considered a separate source selection.

Each Regional Multiple Award Construction Contract is set aside for contractors in one or more small business socioeconomic programs. Each of the contracts will include a three-year (3) base period and two (2) two-year (2) option periods. Task order limits generally range from $2,000 to $10M for Regions 1, 5, 7, 7.5, 8. 9. 11/13 and 14; Region 17 task order limits are $2,000 to $20M. As previously noted, ordering authority will be available to any Department of Homeland Security components with appropriate construction warrant authority. The minimum guarantee for each individual contract will be $5,000. The anticipated aggregate capacity for new regional RMACCs is $4 Billion. Approximately ten individual contracts (individual contractors) are anticipated for each region.

Following is a table showing the CEU assignment and the socioeconomic program set aside:

RMACC Contract Region	Regional CEU	Contract Set-Aside
Region 1 (USCG Northeast District, formerly District 1)	CEU Providence	8(a)
Region 5 (USCG East District, formerly District 5)	CEU Cleveland	SDVOSB
Region 7 (USCG Southeast District, formerly District 7)	CEU Miami	8(a)
Region 7.5* (USCG Southeast District, formerly District 7.5)	CEU Miami	8(a)
Region 8 (USCG Heartland District, formerly District 8)	CEU Miami	HUBZone
Region 9 (USCG Great Lakes District, formerly District 9)	CEU Cleveland	8(a)
Region 11 / 13 (USCG Southwest/Northwest District, formerly District 11/13)	CEU Oakland	SDVOSB
Region 14** (USCG Oceania District, formerly District 14)	CEU Honolulu	8(a)
Region 17 (USCG Arctic District, formerly District 17)	CEU Juneau	Total Small Business

~~*Note on Region 7.5: Puerto Rico & U.S. Virgin Island socioeconomic set-aside will be determined following additional market research conducted via SAM.gov posting September 2025. An amendment to the RMACC III solicitation will be issued to announce the determination and provide RFP response due dates.~~

**Note on Region 14: Guam is included in this region

SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	70Z08725RRMACCIII	☐ SEALED BID *(IFB)* ☒ NEGOTIATED *(RFP)*	09/29/2025	6 112

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER

7. ISSUED BY CODE	8. ADDRESS OFFER TO
United States Coast Guard CG-SHORE Contracting 709 W 9th St, Rm. 817 Juneau, AK 99801	SEE SECTION L

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	Cheryl Berry	206-815-5287

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)*

Department of Homeland Security Regional Multiple Award Construction Contracts (RMACC)

North American Industry Classification System Code (NAICS) 236220 Commercial and Institutional Building Construction Small Business Size Standard: $45M

Each Regional Multiple Award Construction Contract is set aside for contractors in one or more small business socioeconomic programs. It is anticipated that up to ten Regional Multiple Award Indefinite Delivery Indefinite Quantity (IDIQ) contracts will be awarded from this single solicitation.

Term of IDIQ Contracts: a three-year (3) base period and two (2) two-year (2) option periods. (potentially totaling 7 years).

Two-Phase Design-Build Selection Procedures outlined in FAR Subpart 36.3 will be used for this procurement. Those offerors selected as most highly qualified during Phase I will receive the requirements and wage determination for a regional seed project as part of Phase II. Site Visit information for regional seed projects will be provided during Phase II.

The RMACC is being issued as a single solicitation. Offerors will need to submit unique proposals for each region they wish to be considered for. Proposal submission procedures are described in Section L.

11. The contractor shall begin performance within 15 calendar days and complete it within ____ calendar days after receiving ☒ award, ☐ notice to proceed. This performance period is ☐ mandatory ☐ negotiable. *(See* _____*)*.

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☒ YES ☐ NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

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

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

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

d. Offers providing less than 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 ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ( ) ☐ 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

☐ 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.	☐ 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 / 30c. DATE	31b. UNITED STATES OF AMERICA BY / 31c. DATE

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. Construction

This contract will require general construction as defined by individual task orders. Work to be performed may include but is not limited to structural, civil, mechanical, electrical, environmental, architectural, and other specialized services.

The Contractor shall provide all resources necessary to delivery and/or perform each task order, in accordance with the Statement of Work (SOW), specifications and/or drawings called for by individual task orders when issued

B.2 Type of Contract

Regional Multiple Award Construction Contract (RMACC), Indefinite Delivery Indefinite Quantity (IDIQ) Contract, Firm Fixed Price (FFP)

B.3 Indefinite Delivery Indefinite Quantity (IDIQ) Minimum/ Maximum Quantity

- The guaranteed minimum amount of work which will be ordered under each awarded RMACC contract is **$5,000.00**.
    - An Offeror that is awarded a RMACC contract and is subsequently awarded a Task Order, within the 7-year period of performance, will meet this guaranteed minimum amount of work.
    - All subsequent Task Orders issued under this contract will be Firm Fixed Price (FFP).
    - Place of Performance: **identified on task order**
- The maximum amount of work that may be collectively ordered under all awarded RMACC contracts is **$4B** for the **7**-year period of performance.

CLIN #	ITEM	UNIT	QTY	PERIOD OF PERFORMANCE
0001	Base Period Services Firm Fixed Price (FFP)	Year	3	TBD
1001	Option Period One	Year	2	TBD
1002	Option Period Two	Year	2	TBD

B.4. Base and Options (Base Period Three-Year (3) plus two (2) two-year (2) option periods--potentially totaling 7 years)

The initial period of performance for this contract shall be three (3) years from the effective date of this contract. There are two (2) two-year (2) option periods. If exercised, the option period shall be 24 months beginning on the expiration date of the base contract period. If the Government desires to extend the contract after the initial contract period, preliminary notification will be provided to the Contractor in accordance with the clause entitled "Option to Extend the Term of the Contract."

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. Scope of Work

This DHS-wide contract is intended to provide prompt response on an as-needed basis for regional routine and emergency construction services nationwide. This DHS-wide multiple award contract will meet the majority of DHS's infrastructure needs for maintenance, repair, and construction for projects with a value up to $10M regions 1, 5, 7, 7.5, 8, 9, 11/13 & 14 and up to $20M in region 17 within the 50 United States and its territories. This contract is a re-compete of the current Regional Multiple Award Construction Contract (RMACC II). The multiple award contract offers a streamlined approach to construction contracting and ongoing competition between qualified contractors. The RMACC is set aside for contractors in one or more of the following small business socioeconomic programs: Total Small Business, Historically Underutilized Business Zone (HUBZone), certified Small Disadvantaged Businesses under the Small Business Administration's 8(a) Program, or Service-Disabled Veteran Owned Small Business (SDVOSB).

The project delivery methods include Design-Build, including One-Step Turnkey, and Design/Bid/Build. The scope of work will include real property repairs, maintenance, and general construction, marine construction, demolition, historical restoration, and remediation. Facilities include, but are not limited to, operations buildings, hangars, boat houses, firing ranges, residential and light commercial buildings and their mechanical and electrical systems, site utilities, waterfront facilities, electronic surveillance/security construction, dredging, and airports/runways.

The contract awardees under this procurement shall be able to provide all necessary personnel, facilities, equipment, and materials for multiple and concurrent task orders within the respective regions across the United States and its territories. The contract awardees shall provide these construction services across the **entire awarded region** at all USCG installations, across all **urban and remote locations**. The firm shall ensure that all activities performed by its personnel, subcontractors and suppliers are executed as required in compliance with all applicable environmental and safety laws and regulations and will meet all relevant, appropriate, and applicable standards. Specific requirements will be detailed in each task order general requirements, specifications, and drawings. The description of these requirements will vary for each acquisition dependent upon the needs of the requiring entity. Projects will include a variety of assignments involving the U.S. Department of Homeland Security (DHS) and Components within DHS.

RMACC contractors should have Design-Build capabilities; however, it should be noted that the Coast Guard is expected to place the majority of orders on the contract and the Coast Guard does not intend to routinely use the RMACC for projects that require complex or collaborative designs that are difficult to forward price, require lengthy review processes, or require significant expense for the presentation of a proposal. Instead, the Coast Guard intends that the majority of the work on the RMACC will utilize the Design/Bid/Build project delivery method or the One- Step (Design-Build) Turnkey delivery method for which the Coast Guard has special statutory authority (See 14 USC 677). The One-Step Turnkey process on this contract will entail selection of a contractor through the fair opportunity process on the basis of price or price in combination with other evaluation criteria to perform, in accordance with the provisions of a firm fixed price contract, both the design and construction of a facility using performance specifications.

When utilizing this process, the Coast Guard will be sensitive to any advanced design costs necessary to offer a proposal and will attempt to minimize or eliminate these costs by restricting the One-Step Turnkey process to only non-complex design that can be easily coordinated between the contractor and designer and approved through a contract submittal process.

The intent of this contract is that all RMACC Contractors participate in pre-proposal conferences and site visits and submit proposals for **each task order**. Contract awardees will be expected to submit a proposal for all Task Order Requests for Proposal (RFP) received from the Government. However, in the event an RMACC awardee is unable to submit a proposal on a particular RFP, the contractor is required to notify, in writing, the Contracting Officer who issued the RFP and the ACO for the basic contract within five (5) working days from receipt of the RFP. The USCG understands Small Business concerns and will consider each notification from awardees declining to propose on a project; however, the Government reserves the right to off-ramp or select to not exercise any option period for a RMACC awardee that does not submit a proposal on three (3) task order RFPs during the course of each year of the contract. It is the onus of the contractor to provide sufficient rationale for declining to propose on a project.

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.

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 (PCB) 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 CFR 1926.62	Lead
29 CFR 1926.1101	Asbestos

U. S. DEPARTMENT OF TRANSPORTATION REGULATIONS:

49 CFR 100-199	Hazardous Materials Transportation, Handling, and Storage Regulations
COMDTINST M6260.16	U.S. Coast Guard Asbestos Exposure Control Manual
COMDTINST M5100.47	U.S. Coast Guard Safety and Environmental Health 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 (33 U.S.C. 1251 to 1387)

Safe Drinking Water Act (SDWA)

Coastal Zone Management Act (CZMA)

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

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

Endangered Species Act (ESA)

Energy Independence and Security Act of 2007 (EISA)

Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) (7 U.S.C. 136 to 139y) National Historic Preservation Act (NHPA)

Noise Control Act (NCA) (42 U.S.C. 4901 to 4918)

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

Residential Lead-Based Paint Exposure Reduction Act (15 U.S.C. 2681 to 2692) 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)

SECTION D
PACKAGING AND MARKING

D.1. Packaging And Marking

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.

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

All emails shall be marked in a logical manner with the Contract number appearing in the subject line. Emails associated with any resulting Task Order may use an abbreviated Task Order number in the subject line. These will vary by region, and the Contract Specialist will confirm abbreviated task order number during Post-Award Conference.

SECTION E
INSPECTION AND ACCEPTANCE CONSTRUCTION

E.1. FAR Clauses by Full Text:

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.
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.

Government inspections and tests are for the sole benefit of the Government and do not- Relieve the Contractor of responsibility for providing adequate quality control measures; Relieve the Contractor of responsibility for damage to or loss of the material before acceptance; Constitute or imply acceptance; or
Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

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.

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 the Contractor for 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.

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.

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

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

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's Daily Report", for each day of contract performance. Description must include task order numbers and work being performed. These reports shall be delivered to, or if directed, e-mailed to the USCG Construction Project Manager (CPM) or Contracting Officer’s Representative (COR) on Fridays. The daily report shall include the name of Contractors and Subcontractors 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.

E.3. Final Inspection

A Contracting Officer's Representative (COR) to represent the Contracting Officer and inspect all work under the contract will be designated in writing as needed on an individual task order basis. In no instance is the COR authorized to sign contractual documents, order contract changes, modify contract terms, or create any liability on the part of the Government different from that set forth in the contract.

The Contracting Officer's Representative (COR) is authorized to issue Notices regarding non-compliance with contract/task order requirements. Issuing of a Notice of Non-compliance as described herein does not constitute a suspension of work as described in Clause 52.212-12, Suspension of Work.

Contractor Self-Inspection. Prior to the completion date of each task order, the Contractor's Quality Control Manager shall conduct a self-inspection of the site and document all items needing correction by means of a punch list. The corrected punch list shall be provided to the Contracting Officer's Representative at the same time the pre-final inspection is requested. All punch list items must be corrected prior to requesting the pre-final inspection.

The Contractor and the Contracting Officer's Representative will jointly conduct a pre-final inspection prior to requesting a final inspection. Any item needing correction shall be noted on the Pre-Final Inspection Punch List. Any discrepancies noted will be corrected prior to any final inspection. The Contracting Officer Representative may schedule more than one pre-final inspection if he determines it necessary.

When the Contractor is ready for final inspection, they will request final inspection in writing to the Contracting Officer and Contracting Officer's Representative (COR). A copy of the Pre-Final Punch List shall be attached to this request with the corrective action taken noted. The final inspection will be requested at least 48 hours before the desired date.

The final inspection shall be performed with the Contractor by the COR, Contracting Officer, Safety Officer, and representatives of the using activity. Any discrepancies noted will be corrected within the time specified in each task order for the completion of work.

Prior to close-out and final payment of each task order, the following are required:

- All submittals. To be submitted as required by each task order and may include product submittals, as- built drawings, manuals, etc.
- All warranties. To be submitted with the request for Final Inspection.
- Contractor's Release: To be submitted with the Contractor's final invoice.

SECTION F
DELIVERIES AND PERFORMANCE

F.1 Commencement, Prosecution and Completion of Work

The Contractor shall be required to commence work under this contract within ten calendar days after the date the Contractor receives the notice to proceed, prosecute the work diligently, and complete the entire work ready for use not later than the time stated in each individual task order. The time stated for completion shall include final cleanup of the premises.

F2. Variation in Estimated Quantity

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 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.3 FAR Clauses

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 (each task order may specify the amount of liquidated damages) for each calendar day of delay until the work is completed or accepted.

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

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.

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.

52.236-21 Specifications and Drawings for Construction (AUG 2025) (DEVIATION 25-15)(ALT I)

(a) The Contractor shall keep at the site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto.

(b) Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.
    (1) In case of difference between drawings and specifications, the specifications shall govern.
    (2) In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing.
    (3) Any adjustment by the Contractor without such a determination shall be at its own risk and expense.

(c) The Contracting Officer will furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(d) (1)Words, such as, “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import when used, in the specifications or on the drawings are intended to mean the “direction”, “requirement”, “order”, “designation”, or “prescription”, of the Contracting Officer.
(2) Words, such as, “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by”, or ‘acceptable to”, or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.

(e) Where “as shown”, “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place”, that is “furnished and installed”.

(f) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(g) (1)This contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.
(2) Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission.

(h) The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor.
    (1) Any work done before such approval shall be at the Contractor's risk.
    (2) Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with paragraph (i) of this clause.

(i)(1) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission.
(2) If the Contracting Officer approves any such variation, the Contracting Officer will issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer, and one set will be returned to the Contractor.

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 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.

F.2. Site Visit & Pre-Construction Conference

As standard practice, the United States Coast Guard (USCG) plans to host site visits and pre-construction conferences for all construction projects solicited by CG-SHORE Contracting Offices at Civil Engineering Units. The USCG's commitment to this practice is not contingent on future changes to Federal Acquisition Regulation (FAR) clauses pertaining to these activities.

F.3. Fair Opportunity Procedures

Consistent with FAR 16.505(b), each awardee will be provided with a fair opportunity to be considered for each order exceeding $2,000.00, except as outlined at FAR 16.505(b)(2).

The Contracting Officer has the discretion to determine the submission requirements for each task order. Each request for proposal will clearly outline the proposal requirements and evaluation criteria. The Contracting Officer may elect to use the appropriate evaluation scheme consistent with FAR 16.505 procedures.

F.3. Task Order (TO)

A task order is the contractual instrument issued by the Government to the Contractor to order work. The task order is issued upon agreement between the Government and the Contractor on the scope of work, performance time, and the fixed price for the work. Order for Supplies or Services Form, OF 347, will be issued for each task order.

Orders placed under this indefinite delivery contract shall contain the following information:

- Date of order
- Contract number and task order number
- Item number and scope of work
- Delivery or performance date
- Place of delivery or performance
- Packaging, packing, and shipping instructions
- Accounting and appropriation data
- Bonding requirements
- Any other pertinent information

Modifications to task orders may be required due to differing site conditions, increased scope of work or a decreased scope of work. Modifications are issued pursuant to specific standard clauses contained in the basic contract. If a modification to a task order is required, the Contractor shall submit a detailed cost proposal to include at minimum the following: material cost breakdown, labor rate breakdown, overhead, and profit.

All task orders are subject to the terms and conditions of this contract. In the event of any inconsistency between a task order and this contract, the terms and conditions of this contract shall govern.

In accordance with FAR 52.216-19, the minimum single order amount is:

Region 1: $2,000 - $10,000,000
Region 5: $2,000 - $10,000,000
Region 7: $2,000 - $10,000,000
Region 7.5: $2,000 - $10,000,000
Region 8: $2,000 - $10,000,000
Region 9: $2,000 - $10,000,000
Region 11/13: $2,000 - $10,000,000
Region 14: $2,000 - $10,000,000
Region 17: $2,000 - $20,000,000

The U. S. Coast Guard CG-SHORE Chief of Contracting Office may approve an exception to the minimum and maximum amounts.

F.4. Guaranteed Minimum Amount

In accordance with FAR 52.216-22(b), the guaranteed minimum quantity of work the Government agrees to order during the life of the contract, including any options exercised is $5,000.00.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1. Clauses Incorporated by Reference
(Full text of these clauses can be found at https://www.acquisition.gov/)

(a) 52.216-32 Task-Order and Delivery-Order Ombudsman (Sept 2019)
In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The
Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders consistent with the procedures in the contract.
OPAP@uscg.mil and Cheryl.A.Berry@uscg.mil.

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

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

(End of clause)

G.2. Contract Administration
Cheryl A. Berry, Contracting Officer of Program Executive Office (PEO) - Shore Infrastructure (CG-SHORE) Contracting Office (CG-SHORE-CON) at USCG CEU Juneau, telephone (206) 815-5287, email address Cheryl.A.Berry@uscg.mil will be the contract administrator for this solicitation.

After the award of Regional Multiple Award Construction Contracts, a contract administrator will be assigned from the specific region issuing Indefinite Delivery Indefinite Quantity Contracts. All matters related to the performance of these contracts shall be coordinated by the appointed regional contract administrator.

Region 1 - CEU Providence
Region 5 and Region 9 - CEU Cleveland
Region 7, Region 7.5 and Region 8 – CEU Miami Region 11 and Region 13 – CEU Oakland
Region 14 – CEU Honolulu Region 17 – CEU Juneau

G.3. Address of Correspondence
All correspondence shall be issued via email.

G.4. Method of Payment

(a) In accordance with FAR Clause 52.232-33 Payment by Electronic Funds Transfer- - System for Award Management (Oct 2018), payments under this contract shall be made by electronic funds transfer (ETF). Upon award of a contract the contractor shall ensure updated payment information is entered into the System for Award Management (SAM) database at http://www.sam.gov.

(b) Payments will not be made more frequently than once per month on each Task Order.

(c) The Government shall make payments in accordance with FAR 52.232-5 Payments Under Fixed-Price Construction Contracts (MAY 2014).

G.5. Invoices

Invoicing via IPP. The contractor awarded the resulting task order under this proposed IDIQ is required to submit proper invoices associated with the task order award through the Invoice Processing Platform (IPP) at https://www.ipp.gov/.

IPP Customer Support is available to assist users and can answer questions related to accessing IPP.

- Toll-free number: 866-973-3131
- Email address: IPPCustomerSupport@fiscal.treasury.gov
- Hours of operation: Monday through Friday (excluding bank holidays) 8am-6pm ET

Electronic Submission of Payment Requests

(a) Definitions. As used in these instructions -
(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must: comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract. In addition, discount offerings and small business status if available shall be stated. If travel was allowable and approved, components in accordance with FAR 31.205-46 shall be provided.

(b) Except as provided in paragraph (c) of this clause, the contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.

(c) The contractor may submit payment requests using a method other than IPP only when the contracting officer authorizes alternate procedures in writing in accordance with Coast Guard procedures.

(d) If alternate payment procedures are authorized, the contractor shall include a copy of the contracting officer's written authorization with each payment request.

Payment inquiries and status may be obtained at the following:

- FINCEN Customer Service by phone: 757-523-6940
- FINCEN Customer Service by email: FIN-SMB-Customerservice@uscg.mil
- USCG FINCEN or Https://www.uscg.mil/fincen/

For additional contact information, please see the FINCEN Customer Service web page.

G.6. Performance Evaluations

Upon completion of each task order exceeding the threshold defined in the FAR, a Performance Evaluation will be completed by the Government. This evaluation will be forwarded to the Contractor who will be given an opportunity to comment on the evaluation. Upon receipt of comments the evaluation will be finalized, taking any comments from the Contractor into consideration and input into the Contractor Performance Assessment Reporting System (CPARS) database.

G.7. Contracting Officer's Authority

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

G.8. Contracting Officer's Representative (COR)

Each Task Order will designate a Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the contract.

The responsibilities and limitations of the COR are as follows:
The COR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms, or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COR may designate assistant CORs to act for the COR by naming such assistant(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.9. Instructions for Submitting Material Approvals

Submittals must be provided in sufficient time and in such a sequence to avoid delays in 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.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1. Termination of Negotiations

The contracting officer may at any time, prior to the award of the task order, determine that it is not in the best interest of the Government to award the task order.

H.2. Ordering Officials

All contracting officers with the appropriate construction warrant of the Department of Homeland Security components have the authority to place Task Orders under this contract.

H.3. Interpretation or Modification

The terms and conditions of this contract may be modified only by a written amendment executed by the Contracting Officer or a designated representative authorized in writing by the Contracting Officer to bind the Government. Such designated representative must be acting within the scope of authority expressly granted in that written designation, as described in the "Government Representatives" paragraph of this contract. No oral statement by any person, no written statement by anyone other than the Contracting Officer or such designated representative, shall operate to modify or waive any provision of this contract, nor shall any such statement be admissible in evidence to explain or interpret the requirements of this contract.

H.4. Meetings

The Contractor may be responsible for providing the Contracting Officer with minutes of any meetings or discussions conducted without the presence of the Contracting Officer. The minutes shall be submitted to the Contracting Officer within five workdays of the meeting if requested.

H.5. Time Extension

Should a time extension be required to extend the completion date of any Task Order, the Contractor shall submit in writing (an email is acceptable), as soon as practicable, an explanation for the additional time and, if applicable, offer consideration.

H.6. Ordering – See Section I FAR Clause 52.216-18 (AUG 2020).

H.6.1. The Government reserves the right to tailor task order ordering procedures to include, but not limited to, technical information, key personnel requirements, past performance and price. In cases where a Task Order includes information that is more specific than information contained in the basic contract, the more specific information in the Task Order shall apply to the individual task order.

H.6.2. The Government reserves the right to set aside orders in accordance with FAR 19.804-6(b).

H.7. Ordering Offices

All Department of Homeland Security (DHS) components with appropriate construction warrant authority can place orders under this contract.

H.8. On- and Off-Ramping for the RMACC III

The Government may exercise the use of on/off ramping measures within a RMACC III region to ensure an adequate number of awardees are available at all times to achieve effective competition on all task orders.

Active Contractors: RMACC III active Contractors are defined as the Contractors eligible for fair opportunity for task order awards during the RMACC III ordering period unless an exception to fair opportunity applies.

The Government intends to establish up to approximately ten (10) active Contractor awardees, within each region, for competing on and then delivering quality construction projects throughout the RMACC III ordering period. If all options to extend the ordering period are exercised, the ordering period for this contract may not exceed seven (7) years if both option periods are exercised.

On-Ramping:
The Government reserves the right to on-ramp additional active awardees at any time during the term of the contract. The on-ramped Contractor's contract will share the same remaining ordering period options as those options exercised by all other respective pool active RMACC III Contractors. The converted Contractor's contract must expire on the same date as all other active Contractors. The on-ramp Contractor is subject to a responsibility determination IAW FAR Part 9.104, a past performance validation, and must remain in compliance with the original RMACC III solicitation requirements before the Government can determine to issue the Notice of Intent to on-ramp a Contractor.

Off-Ramping:
The Government reserves the right to off-ramp active RMACC III Contractors when it is determined to be in the best interest of the Government. Before exercising any option to extend the active ordering period, the Government will review each awardees' participation rate, reason(s) for non-participation, and performance evaluations for task orders completed or in progress. There is no guarantee the Government will exercise any option to extend the RMACC III ordering period for any Contractor. The Government may off-ramp a Contractor by permitting a Contractor's contract to expire instead of exercising an option, change the ordering period end date to an earlier date, implement a termination for convenience, implement a termination for default, or take any other action permitted by the contract terms and conditions. The Government's sole and complete liability to an off-ramped Contractor is the $5,000.00 minimum guarantee.

H.9. Requirement for Insurance
In accordance with the provisions of FAR clause 52.228-5 Insurance-Work on Government Installation (JAN 1997) (See Section I) and HSAR Clause 3052.228-70 Insurance (DEC 2003), the Contractor shall furnish to the Contracting Officer a certificate of insurance (COI), identified by contract number. If insurance provider is willing to add comment to COI, "This policy provides coverage for the specific IDIQ PIID [assigned upon award], and all resulting task orders issued under this award."; individual COI per each task order will not be required.

All insurance policies shall provide for notice of cancellation and shall be given to the Contracting Officer not less than 30 days before the effective date of such cancellation, and the certificates of insurance shall indicate that the above provision has been included. A certificate of insurance must be presented to the Contracting Officer within ten (10) calendar days after the award of the contract.

The contractor shall procure and maintain insurance for the following minimum amounts of liability:

- Workers' Compensation and Employer's Liability
  Contractors 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's 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.)

- 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 at the task order level.

- 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.

- 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.

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

ATTENTION OFFEROR: IF A PROJECT INVOLVES WORK ON NAVIGABLE WATERS, LONGSHOREMEN'S AND HARBORWORKER'S COMPENSATION ACT (33 U.S.C. 901) MAY BE APPLICABLE.

ATTENTION OFFEROR: The Design-Build Contractor's attention is invited to review the contract requirements concerning design responsibility which vest in the Contractor complete responsibility for the professional quality, technical accuracy, and coordination of all design, drawings, specifications and other work or materials furnished by his in-house or consultant forces. The Design-Build Contractor must correct and revise any errors or deficiencies in his work, notwithstanding any review, approval, acceptance or payment by the Government. The Contractor must correct and change any work resulting from his defective design at no additional cost to the Government. The requirements further stipulate that the Design-Build Contractor shall be liable to the Government for the damages to the Government caused by negligent performance. Though not a mandatory requirement, this is to recommend that the Design-Build Contractor investigate and obtain appropriate insurance coverage for such liability protection, when applicable. FURTHER NOTE: The Government reserves the right to specify requirements for professional liability insurance on a task order basis.

H.10. Performance and Payment Bond Requirements for Task Orders
In accordance with 28.102-3 all construction contracts over $150,000 require payment and performance bonds. FAR clause 52.228-15 with FAR Securities to guarantee faithful performance of the contract and to guarantee payment to all persons supplying labor or materials in the performance of the contract shall be required for each task order in the amount specified in FAR Clause 52.228-13, Alternative Payment Protections, or FAR clause 52.228-15 Performance and Payment Bonds-Construction (JUN 2020) (DEVIATION MAY 2023).

- PERFORMANCE BOND (Standard Form 25) will be required as follows: 100% of total amount of contract.

- PAYMENT BOND (Standard Form 25a) will be required as follows: 100% of total amount of contract.

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. This is required at task order level only.

Minimum bonding requirements of participating contractors/potential awardees:

Regions 1, 5, 7, 8, 9, and 11/13: $5M per task order/$15M aggregate
Regions 7.5 and 14: $5M per task order/$10M aggregate Region 17: $5M per task order/$20M aggregate

NOTE: Contractors must be able to obtain bonding simultaneously for multiple projects if required.

H.11. Statement and Acknowledgment Form (SF 1413)
Special attention is called to the requirement for insertion of and compliance with various labor clauses called out in FAR Clause 52.222-11 (MAY 2014) in any subcontract regardless of tier. Within 14 days after contract award of the prime contract, an executed SF-1413 is required for each subcontract. This also applies to any subsequently awarded subcontract.

This form provides an acknowledgment by the subcontractor that mandatory "flow- down" contract clauses have been included in his contract. A copy of Form SF 1413 will be given to the Contractor after award of a contract. Completing this form creates no contractual relationship between the subcontractor and the Government. Form SF 1413 will be completed at task order level.

H.12. Information Concerning Safety and Environmental
All work shall be performed in accordance with all applicable federal, state, and local safety and environmental laws and regulations.

H.13. Job Superintendent
Special attention is called to the requirement for superintendence by the Contractor, FAR Clause 52.236-6. The contractor shall always provide a job superintendent on the site during task order performance as applicable.

H.14. Modification Proposals - Price Breakdown
The contractor, in connection with any proposal made for task order modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, justification therefore shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer. Once a contract modification has been authorized, the contractor shall submit an updated progress schedule that includes all changes implemented by the modification.

Contractor-initiated requests for changes to the contract (other than corrective) shall be considered by the Government only if they meet all the following conditions:
(1) The request shall be submitted to the Contracting Specialist by separate correspondence signed by an authorized representative of the Contractor.
(2) The request shall state the measurable benefits available to the Government if the proposed change is approved.

(3) The request shall state whether a time extension will be necessary, and the calendar date that the Contractor must receive approval or disapproval so as not to affect the work.
(4) The request shall include a complete listing of current costs of labor, materials and equipment costs, profit & overhead and proposed change. Prime shall include subcontractor quotes/price proposals with proposed change documentation. It shall include a listing, with telephone number, of all sources necessary for Government verification of costs and the Contractor's offer.

The Government will reject any request that does not provide all the above information in a single submission. The Contractor shall submit supporting data for claimed overhead rates to the Contract Specialist.

H.15. 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, they shall apply, in writing, to the Contracting Officer no less than 10 calendar days or as identified in the task order 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 Contractor's application under this clause will be, unless otherwise agreed in writing, at no additional cost to the Government.

H.16. Base Access

Anyone under this contract, to include subcontractors, will be required to show appropriate approved picture identification to access a military facility will be required to gain access. It is the responsibility of the Contractor to ensure that they are in accordance with any other requirements for base access.

H.17. 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.18 Signal Lights (For Marine Work Only)

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army and the Commandant, U.S. Coast Guard.

H.19. Volatile Organic Compounds (VOC) Compliance Plan

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 complies 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.

The compliance plan shall be submitted by the Contractor to the Contracting Officer within five calendar days after receipt of a Task order, and prior to the use of any "VOC" materials on the project site. The Government will approve or disapprove the Contractor's 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.

An acceptable compliance plan shall contain, as a minimum:

- A listing of each material subject to restrictions in the air quality management district in question;
- The rule governing its use;
- 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.

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.20. Misplaced Material (Applicable to Marine Work Only)

Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Contracting Officer may be dangerous to or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the Contracting Officer or inspector and when required shall mark or buoy such obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the

Contracting Officer, and the cost of such removal may be deducted from any money due or to become due the Contractor or may be recovered under his bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Section 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et seq).

H.21. Wage Rates

Applicable Construction Wage Rate Requirements are in effect at the time of issuance of a Task Order and will apply. Contractors will be provided with the wage determination prior to the issuance of a task order for pricing purposes. 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 Contractor shall notify the Contracting Officer in writing. The contractor will contact the Department of Labor for further guidance.

H.22. 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 certification that the Contractor has made payment from proceeds of prior payments, or that they will make timely payment from the proceeds of the progress or final payment then due them, to their subcontractors and suppliers in accordance with the contractual arrangements. The Contractor shall submit to the Contracting Officer, together with the request for final payment, a properly executed Contractor's Release, DHS form 700-3. Failure to submit this completed release shall result in delay of final payment.

H.23. 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 Contractors 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.24. Contractor Security Requirements

At the Pre-construction Conference, the Contractor shall provide a list of all on-site personnel, including sub-contractors (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 or Department of Homeland Security (DHS) facility. Contractor personnel will be restricted to designated working areas. Any personnel violating this policy may lose access to the Coast Guard or DHS facility. Contractor personnel shall have photo identification at all times while working on Coast Guard/DHS facilities.

Contractors shall provide the Contracting Officer's Representative 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/DHS facility may be denied.

- **Contractor Access Limited to Designated Worksite:** Contractor access is strictly limited to the designated worksite as defined within each individual Task Order. Contractors are responsible for confining their activities, personnel, and equipment within this designated area.
- **Restricted Areas:** Contractors are strictly prohibited from entering or accessing any areas outside of the designated worksite. This includes, but is not limited to, restricted areas, classified areas, operational areas, administrative areas, and any other areas not specifically identified within the Task Order as part of the designated worksite.
- **Classified Information:** Contractors shall not have access to classified information of any level. All work will be performed in unclassified environments unless specifically stated and explicitly authorized by the Government.
- **USCG One Network:** Contractors shall not be granted access to the USCG One Network. All communication and data transfer will be conducted through approved Government channels and methods as specified by the Contracting Officer or COR.
- **Security Procedures:** Contractors shall comply with all applicable security regulations and procedures as directed by the Contracting Officer or COR. Any security violations will be grounds for immediate removal from the site and potential termination of the Task Order and/or contract.
- **Background Checks:** Depending on the specific Task Order requirements, contractor personnel may be required to undergo background checks as determined by the Government and be United States citizens. This will be specified within the individual Task Order.
- **Escorts:** For specific tasks, contractor personnel may be required to be escorted by Government personnel while on the worksite. This will be specified within the individual Task Order.

H.25. Temporary Facilities

- STORAGE: The location for the 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.
- 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. This will be designated in the specifications of task order projects.
- WATER AND ELECTRICITY: Water and 120V electricity may be available at no cost to the Contractor. Should water and electricity be available, the contractor will bear connection costs. Cost of these utility connection and disconnection is the responsibility of the Contractor.

H.26. 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.27. Design-Build Contract – Order of Precedence

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

1. Any portions of the proposal or final design that exceed the requirements of the solicitation.
2. Any portion of the proposal that exceeds the final design.
3. Any portion of the final design that exceeds the proposal.
4. Where portions within either the proposal or the final design conflict, the portion that most exceeds the requirements of the solicitation has precedence.

The requirements of solicitation, in descending order or precedence:

- Standard Form 1442, Price Schedule, and Davis-Bacon Wage Rates.
- Part 1 – Contract Clauses.
- Part 2 – General Requirements.
- Part 3 – Project program Requirements.
- Part 6 – Attachments (excluding Concept Drawings).
- Part 5 – Prescriptive Specifications exclusive of performance specifications.
- Part 4- Performance Specifications exclusive of prescriptive specifications.
- Part 6 – Attachments (Concept Drawings).

H.28. Sequence of Design-Construction

After receipt of the Task Order the Contractor shall initiate design, comply with all design submission requirements, and obtain a 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.

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.

No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

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.29. Construction Contractor's Role During Design-Build

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.30. Deviating from the Accepted Design

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.

The Government reserves the right not to concur with any revision to the design, which may impact on the furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and concurred design.

Any revision to the design, which deviates from the contract requirements (i.e., the RFP and the accepted proposal), will require modification, pursuant to the changes clause, in addition to the Government concurrence. The Government reserves the right to disapprove such a revision.

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.

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.31. 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 shown shall be consistent with that used in the contract.

H.32. HSAR Clause Full Text

3052.223-70 Removal or Disposal of Hazardous Substances—Applicable Licenses and Permits (JUN 2006)

The Contractor shall have all licenses and permits required by Federal, state, and local laws to perform hazardous substance(s) removal or disposal services. If the Contractor does not currently possess these documents; it shall obtain all requisite licenses and permits within _ [designation of days will be made at the Task Order level] _ days after date of award. The Contractor shall provide evidence of said documents to the Contracting Officer or designated Government representative prior to commencement of work under the contract.

(End of clause)

H.33. VETS-4212 Registration.
Offeror shall ensure a current VETS-4212 report has been submitted to the Department of Labor website VETS-4212 Federal Contractor Reporting | U.S. Department of Labor, if the offeror is required to submit. An email confirmation of submission can be requested and received by the offeror from the DOL website and submitted in the price proposal. If the offeror is not required to submit a report to VETS-4212 include a brief statement stating that the offeror is not required to submit a report. Visit the VETS-4212 website for details concerning whether your company is required to submit a VETS-4212 report and to request email confirmation of submission.

Note: The SAM and VETS-4212 registrations must be in the name/CAGE/UEI of the offeror identified on SF1442.

SECTION I CONTRACT CLAUSES

Note: This solicitation covers contracts to be set aside separately for the 8(a), HUB Zone, SDVOSB and Total Small Business programs. Both for the full text and reference clauses from FAR 19 that reference specific socioeconomic programs, shall be applied as prescribed in the FAR. For example, 52.219-18, Notification of Competition Limited to Eligible 8(a) Concerns, applies only to the regions that are set aside for the 8(a) program.

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. In addition, the full text of a clause may be accessed electronically at this/these addresses: **FAR** – www.acquisition.gov/far **;** **DHS HSAR** – www.acquisition.gov/hsar **;** and **DHS HSAM** - www.dhs.gov/homeland-security-acquisition- manual**.**

FULL TEXT PROVISIONS/CLAUSES

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2024)(DEVIATION 14-01, REV 1)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 10 U.S.C. 4701 and Homeland Security Acquisition Regulation (HSAR) 3.900 (DEVIATION) through 3.905 (DEVIATION).

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 10 U.S.C. 4701, as described in HSAR 3.900 (DEVIATION) through 3.905 (DEVIATION).

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

(End of clause)

52.215-11 Price Reduction For Defective Certified Cost Or Pricing Data-Modifications (JUN 2020) (DEVIATION MAR 2022)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed $2 million on the date of execution of the modification, except that this clause does not apply to any modification if an exception under Federal Acquisition Regulation (FAR) 15.403-l(b) applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because—

(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly, and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which

(1) The actual subcontract price; or

(2) The actual cost to the Contractor, if there was no subcontract awarded, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the certified cost or pricing data were available before the "as of' date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if—

(A) The understated data were known by the Contractor to be understated before the "as of' date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of' date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—

(1) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 662l(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of Clause)

52.215-12 Subcontractor Certified Cost Or Pricing Data (JUN 2020) (DEVIATION MAR 2022)

(a) Before awarding any subcontract expected to exceed $2 million, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed $2 million, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing, in accordance with Federal Acquisition Regulation (FAR) 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-l(b) applies. If the $2 million threshold for submission of certified cost or pricing data is adjusted for inflation as set forth in FAR l.109(a), then pursuant to FAR l.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.

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

(c) In each subcontract that, when entered into, exceeds $2 million, the Contractor shall insert either—

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

(2) The substance of the clause at 52.215-13, Subcontractor Certified Cost or Pricing Data- Modifications)(DEVIATION MAR 2022).

(End of clause)

52.215-13 Subcontractor Certified Cost or Pricing Data-Modifications (JUNE 2020) (DEVIATION MAR 2022)

(a) The requirements of paragraphs (b) and (c) of this clause shall—
(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed $2 million on the date of execution of the modification; and
(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed $2 million, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed $2 million, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing, in accordance with Federal Acquisition Regulation (FAR) 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting
from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-l(b) applies. If the $2 million threshold for submission of certified cost or pricing data is adjusted for inflation as set forth in FAR l.109(a), then pursuant to FAR l.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.

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

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds $2 million on the date of agreement on price or the date of award, whichever is later.

(End of clause)

52.216-18 Ordering (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the award through any option periods that may be exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—
(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—
(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(e) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $2,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*.

RMACC Contract Regions	Task Order Range
Region 1: Northeast District	$2,000-$10,000,000
Region 5: East District	$2,000-$10,000,000
Region 7: Southeast District	$2,000-$10,000,000
Region 7.5: Southeast District - Puerto Rico, US Virgin Islands	$2,000-$10,000,000
Region 8: Heartland District	$2,000-$10,000,000
Region 9: Great Lakes District	$2,000-$10,000,000
Region 11: Southwest District	$2,000-$10,000,000
Region 13: Northwest District	$2,000-$10,000,000
Region 14: Oceania District	$2,000-$10,000,000
Region 17: Arctic District	$2,000-$20,000,000

The U. S. Coast Guard CG-SHORE Chief of Contracting Office may approve an exception to the minimum and maximum amounts.

(c) Not Applicable

(d) Not Applicable

(End of clause)

52.216-22 Indefinite Quantity (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the conclusion of the base or last exercised option year.

(End of clause)

52.219-14 Limitation on Subcontracting (July 2023) (DEVIATION JULY 2025)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—
(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
(5) Orders, regardless of dollar value, that are—
(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple- award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees to the following requirements in the performance of a contract assigned a North American Industry Classification System (NAICS) code applicable to this contract:
(1) Services (except construction). It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.
(i) The following services may be excluded from the 50 percent limitation:
(A) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned to the environmental remediation NAICS code (562910), cloud computing services, or mass media purchases.
(B) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.
(2) Supplies (other than procurement from a nonmanufacturer of such supplies). It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract.
(3) General construction. It will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded.

(4) Construction by special trade contractors. It will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause – [Contracting Officer check as appropriate.]

___ By the end of the base term of the contract and then by the end of each subsequent option period; or

_X_ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

52.219-18 Notification Of Competition Limited To Eligible 8(a) Concerns Alternate I (MAR 2023)

(a) Offers are solicited only from—

(1) Small business concerns expressly certified by the Small Business Administration (SBA) for participation in SBA's 8(a) program and which meet the following criteria at the time of submission of offer—

(i) The Offeror is in conformance with the 8(a)-support limitation set forth in its approved business plan; and

(ii) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by SBA;

(iii) The offeror's approved business plan is on the file and serviced by the appropriate SBA District and/or Area Office(s) as identified by the Small Business Administration (SBA) for that specific region. See SBA District Offices | U.S. Small Business Administration [https://www.sba.gov/about-sba/sba-locations/sba-district-offices]

(2) A joint venture, in which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause, that complies with 13 CFR 124.513(c); or

(3) A joint venture—
(i) That is comprised of a mentor and an 8(a) protégé with an approved mentor-protégé agreement under the 8(a) program;
(ii) In which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause; and
(iii) That complies with 13 CFR 124.513(c).

(b) By submission of its offer, the Offeror represents that it meets the applicable criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation. A contracting officer may consider a joint venture for contract award. SBA does not approve joint ventures for competitive awards, but see 13 CFR 124.501(g) for SBA's determination of participant eligibility.

(d) The *Contractor* will notify the *USCG CG-SHORE Regional Contracting Office* Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock.

(End of clause)

52.222-9 Apprentices and Trainees (JUL 2005) (DEVIATION FEB 2025)

(a) Apprentices.
(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed-
(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.
(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Reserved.

(End of clause)

52.222-36 Equal Opportunity For Workers With Disabilities (JUN 2020)
Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

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

(End of clause)

52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (MAY 2024) (DEVIATION FEB 2025)

(a) *Definitions.* As used in this clause—
Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) **(7 CFR 4270.2).**

USDA-designated product category means a generic grouping of products that are or can be made with biobased materials—
(1) That are listed by USDA in a procurement guideline **available at *https://www.biopreferred.gov/resources/categories.html*;** and
(2) For which USDA has provided purchasing recommendations (available at *https://www.biopreferred.gov)* **or 7 CFR part 4270**.

(b) The Contractor shall report to *https://www.sam.gov,* with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(c) Submit this report no later than—
(1) October 31 of each year during contract performance; and
(2) At the end of contract performance.

(End of clause)

52.223-10 Waste Reduction Program (MAY 2024) (DEVIATION FEB 2025)

(a) Definitions. As used in this clause

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) The Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C.6962) and implementing regulations (40 CFR Part 247).

(End of clause)

52.223-23 Sustainable Products and Services (MAY 2024) (DEVIATION FEB 2025)

(a) *Definitions.* As used in this clause—
Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) **(7 CFR part 4270.2).**
Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. (42 U.S.C. 6903).
Sustainable products and services means:

(1) Products containing recovered material designated by the U.S. Environmental Protection Agency (EPA) under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(2) Energy- and water-efficient products that are ENERGY STAR® certified or Federal Energy Management Program (FEMP)-designated products (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products and https://www.energystar.gov/products?s=mega).

(3) Biobased products meeting the content requirement of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR part 4270) (*https://www.biopreferred.gov*).
(4) Acceptable chemicals, products, and manufacturing processes listed under EPA's Significant New Alternatives Policy (SNAP) program, which ensures a safe and smooth transition away from substances that contribute to the depletion of stratospheric ozone (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap).

(b) *Requirements*.
(1) The sustainable products and services, including the purchasing program and type of product or service, that are applicable to this contract, and any products or services that are not subject to this clause, will be set forth in the statement of work or elsewhere in the contract.
(2) The Contractor shall ensure that the sustainable products and services required by this contract are—
(i) Delivered to the Government;
(ii) Furnished for use by the Government;
(iii) Incorporated into the construction of a public building or public work; and
(iv) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract (versus costs which are normally applied to the Contractor's general and administrative expenses or indirect costs). This includes services performed by contractors performing management and operation of Government-owned facilities to the same extent that, at the time of award, an agency would be required to comply if an agency operated or supported the facility.

(c) *Resource.* The Green Procurement Compilation (GPC) available at https://sftool.gov/greenprocurement provides a comprehensive list of sustainable products and services and sustainable acquisition guidance. The Contractor should review the GPC when determining which statutory purchasing programs apply to a specific product or service.

(End of clause)

52.225-9 Buy American–Construction Materials (OCT 2022)
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 product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii)Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"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.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means—

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding

COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

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

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

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

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

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

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

Domestic preference.

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

(2) This requirement does not apply to information technology that is a commercial product 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.

(A) For domestic construction material that is not a critical item or does not contain critical components.

(1) 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 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components*. (1)The cost of a particular domestic construction material that is a critical item or contains critical components, 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 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

(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.

(f) 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)*
Item1:			
Foreign construction material			
Domestic construction material			
Item 2:			
Foreign construction material			
Domestic construction material			
[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*]. [*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*] [*Include other applicable supporting information.*]			

(End of clause)

52.225-10 Notice Of Buy American Requirement--Construction Materials and ALT I (MAY 2014)

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

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

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

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

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

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

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

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

(End of provision)

52.225-11 Buy American-Construction Materials Under Trade Agreements (NOV 2023)

(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 product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);
  (ii) Sold in substantial quantities in the commercial marketplace; and
  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.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

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, North Macedonia, 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, 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) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.

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

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

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

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

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

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 an FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-

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

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

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

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

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 domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (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 product 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.

(A) For domestic construction material that is not a critical item or does not contain critical components.

(1) 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 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(B) For domestic construction material that is a critical item or contains critical components.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, 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 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

(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.

(e) *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			
Item 2:			
Foreign construction material			
Domestic construction material			
[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*]. [*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*] [*Include other applicable supporting information.*]			

(End of clause)

52.228-11 Individual Surety—Pledge of Assets (FEB 2021) (DEVIATION MAY 2023)

(a) The Contractor shall obtain from each person acting as an individual surety on a performance
bond or a payment bond—

(1) A pledge of assets that meets the eligibility, valuation, and security requirements described
in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2) Standard Form 28, Affidavit of Individual Surety. (1) Standard Form 28, Affidavit of Individual Surety, except that the words “being duly sworn, depose and say” on the Standard Form 28 are replaced with the word “affirm” and the Standard Form 28 is not required to be sworn and notarized in block 12.

(b) The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained—

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 (40 U.S.C. 3131). Until completion of any warranty period, or for 1 year following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (b)(1) of this clause. Until completion of any warranty period, or for 90 days following final payment, whichever is later.

(c) A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained—

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 which require performance and payment bonds (40 U.S.C. 3131). For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.

(d) The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

(End of clause)

52.228-15 Performance and Payment Bonds-Construction. (JUN 2020) (DEVIATION MAY 2023)

(a) Definitions. As used in this clause-Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

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

(1) Performance bonds (Standard Form 25, except that a seal is not required). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment bonds (Standard Form 25-A, except that a seal is not required). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

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

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

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

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of the Treasury, Financial Management, Service Surety Bond Branch, 3700 East West Highway, Room 6 F01, Hyattsville, MD 20782. Or via the internet at http://www.fms.treas.gov/c570/.

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

(End of clause)

52.232-27 Prompt Payment for Construction Contracts (JAN 2017)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments- (1) *Types of invoice payments.* For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Contractor's invoice*. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and line-item number).

(iv) Description of work or services performed.
(v) Delivery and payment terms (e.g., discount for prompt payment terms).
(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(x) Electronic funds transfer (EFT) banking information.
(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.
EFT banking information is not required if the Government waived the requirement to pay by EFT.
(xi) Any other information or documentation required by the contract.

(3) *Interest penalty*. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
(i) The designated billing office received a proper invoice.
(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.
(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.
(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th

day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) *Discounts for prompt payment*. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(6) Additional interest penalty. (i)The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if-

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked no later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible-

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Subcontract clause requirements.* The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause-

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) *Subcontractor clause flow down*. A clause requiring each subcontractor to-

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) *Subcontract clause interpretation.* The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that-

(1) *Retainage permitted*. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) *Withholding permitted*. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) *Withholding requirements*. Permit such withholding without incurring any obligation to pay a late payment penalty if-

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) *Subcontractor withholding procedures*. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall-

(1) *Subcontractor notice*. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) *Contracting Officer notice*. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) *Subcontractor progress payment reduction*. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) *Subsequent subcontractor payment*. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and-

(i) Make such payment within-

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) *Notice to Contracting Officer*. Notify the Contracting Officer upon-

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying-

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) *Interest to Government*. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until-

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports- (1) *Withholding from subcontractor*. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with 40 U.S.C. 3133, asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the

Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause-

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) *Subsequent payment or interest charge*. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall-

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) *Written notice of subcontractor withholding*. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying-

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions are to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) *Subcontractor payment entitlement*. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such an amount.

(i) *Prime-subcontractor disputes*. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) *Preservation of prime-subcontractor rights*. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) *Non-recourse for prime contractor interest penalty*. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such an interest penalty.

(l) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

52.236-1 Performance of Work by the Contractor (APR 1984)

Unless indicated on specific task orders, the Contractor shall perform on the site, and with its own organization, work equivalent to at least 15 percent for General Construction of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction, and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.243-4 Changes (JUNE 2025) (DEVIATION 25-09)

(a) (1) At any time, the Contracting Officer may issue a written order, identified as a change order, to make changes in the work within the scope of the contract, including changes—

(i) In the specifications (including drawings and designs);

(ii) In the method or manner of performance of the work;

(iii) In the Government-furnished property or services; or

(iv) Directing acceleration in the performance of the work.

(2) If there are any sureties, the Contracting Officer does not need to notify them of a written order.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided that the Contractor gives the Contracting Officer written notice stating—

(1) The date, circumstances, and source of the order; and

(2) That the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e)(1) The Contractor must assert its right to an adjustment under this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of proposal within 30 days, unless this period is extended by the Government, after—

(i) Receipt of a written change order under paragraph (a) of this clause; or

(ii) The furnishing of a written notice under paragraph (b) of this clause.

(2) The statement of proposal for adjustment may be included in the notice under paragraph (b) of this clause.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.243-5 Changes and Changed Conditions (JUNE 2025) (DEVIATION 25-09)

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

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

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

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) of this clause unless—

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

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

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

(End of clause)

52.243-6 Change Order Accounting (JUNE 2025) (DEVIATION 25-09)

The Contracting Officer may require change order accounting whenever the estimated cost of a change or series of related changes exceeds $100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

(End of clause)

52.243-7 Notification of Changes (JUNE 2025) (DEVIATION 25-09)

(a) *Definitions.*

Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

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

(b) *Notice*. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative

Contracting Officer in writing promptly, within _____ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. Examples of conduct that may be regarded as a change to terms and conditions include actions, inactions, and written or oral communications. On the basis of the most accurate information available to the Contractor, the notice shall state—

(1) The date, nature, and circumstances of the conduct regarded as a change;
(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
(3) The identification of any documents and the substance of any oral communication involved in such conduct;
(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—
    (i) What line items have been or may be affected by the alleged change;
    (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

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

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

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

(2) Countermand any communication regarded as a change;

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

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

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

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

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

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or

reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs(b) and (c) of this clause.

(End of clause)

52.244-6 Subcontracts for Commercial Products and Commercial Services (JAN 2025)(DEVIATION FEB 2025)

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

Commercial product, commercial service and *commercially available off-the-shelf item* have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

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

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

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

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

(iii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

(iv) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

(v) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) , other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(vi) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).
(vii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(viii) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
(ix) (A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).
(B) Alternate I (DEC 2023) of 52.204-30.
(x) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(xi) Reserved.
(xii) Reserved.
(xiii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C.4212(a));
(xiv) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020)(29 U.S.C.793).
(xv) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C.4212).
(xvi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
(xvii) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (MAR 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O. 13627).
(xviii) 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (JAN 2022), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.
(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.
(xx) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).
(B) Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).
(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) , if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xxiii) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
(xxiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

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

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

(End of clause)

52.252-6 Authorized Deviations In Clauses (NOV 2020)

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

(b) The use in this solicitation or contract of any 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.

(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 and http://dhsconnect.dhs.gov/org/comp/mgmt/cpo/paw/Pages/AcquisitionPolicyLegislation(APL).aspx

(End of provision)

INCORPORATED BY REFERENCE CLAUSES

52.202-1	DEFINITIONS (JUN 2020)
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 (JUN 2020)
52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS & CONDUCT (NOV 2021)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (NOV 2021)
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITYAGREEMENTS OR STATEMENTS (JAN 2017)
52.204-2	SECURITY REQUIRMENTS (MAR 2021), AND ALT 1 & ALT II (APR 1984)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-12	UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENT FOR INDEFINITE DELIVERY REQUIREMENTS (OCT 2016)
52.204-17	OWNERSHIP OF CONTROL OF OFFERORS (AUG 2020)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITITIES (JUL 2024)(DEVIATION 20-05)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEC 2020)(DEVIATION 20-05)
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2025)
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)
52.211-6	BRAND NAME OR EQUAL (AUG 1999)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)
52.215-2	AUDIT AND RECORDS -NEGOTIATION (JUN 2020)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (NOV 2021)
52.216-25	CONTRACT DEFINITIZATION (OCT 2010)
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999), 60 Calendar Days
52.217-9	OPTION TO EXTEND THE TERMS OF THE CONTRACT (MAR 2000), 7 Calendar Days, 60 Calendar Days, 7 Years
52.219-3	NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (OCT 2022)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025)
52.219-17	SECTION 8(a) AWARD (OCT 2019)
52.219-27	NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET- ASIDE (FEB 2024)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-3	CONVICT LABOR (JUNE 2003)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAY 2018)
52.222-5	CONSTRUCTION WAGE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018) (DEVIATION FEB 2025)

52.222-7	WITHHOLDING OF FUNDS (MAY 2014)
52.222-8	PAYROLLS AND BASIC RECORDS (JUL 2021)
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)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 2020)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS (NOV 2021) and ALT I (MAR 2015)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2025)
52.222-55	MINIMUM WAGE UNDER EXECUTIVE ORDER 14026 (OCT 2023)(DEVIATION 24-02)
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATIO AND MATERIAL SAFETY DATA SAFETY DATA (FEB 2021) ALTERNATE I (JUL 1995)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)
52.223-9	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (MAY 2008) ALT I (MAY 2008)
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 2024)
52.223-21	FOAMS (MAY 2024)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
52.226-7	DRUG-FREE WORKPLACE (MAY 2024)
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
52.227-1	AUTHORIZATION AND CONSENT (JUN 2020)
52.227-2	NOTICES AND ASSISTANCE REGARDING PATENT & COPYRIGHT INFRINGEMENT (JUN 2020)
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)
52.228-2	ADDITIONAL BOND SECURITY (OCT 1997)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (DEC 2022)
52.228-13	ALTERNATIVE PAYMENT PROTECTIONS (JUL 2000)
52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (FEB 2013)
52.230-2	COST ACCOUNTING STANDARDS (JUN 2020)

52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-11	EXTRAS (APR 1984)
52.232-16	PROGRESS PAYMENTS (NOV 2021) & ALTERNATE I (MAR 2000)
52.232-17	INTEREST (MAY 2014)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
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 AND ALTERNATE I (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-16	QUANTITY SURVEYS (APR 1984)
52.236-17	LAYOUT OF WORK (APR 1984)
52.236-23	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)
52.236-24	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)
52.236-25	REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.240-1	PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES (NOV 2024)
52.242-13	BANKRUPTCY (JUL 1995)
52.244-2	SUBCONTRACTS (JUN 2020)
52.244-5	COMPETITION IN SUBCONTRACTING (AUG 2024)
52.245-1	GOVERNMENT PROPERTY (SEP 2021)

52.245-9	USE AND CHARGES (APR 2012)
52.246-13	INSPECTION - DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERICAL VESSELS (NOV 2021)
52.248-3	VALUE ENGINEERING - CONSTRUCTION (OCT 2020)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) – ALTERNATE I (SEP 1996)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

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

DEPARTMENT OF HOMELAND SECURITY ACQUISITION REGULATION (HSAR) CLAUSES (48 CFR CHAPTER 30)

3052.203-70	INSTRUCTIONS FOR CONTRACTOR DISCLOSURE OF VIOLATIONS (SEP 2012)
3052.204-71	CONTRACTOR EMPLOYEE ACCESS AND ALT II (JUL 2023)
3052.205-70	ADVERTISEMENTS, PUBLICIZING AWARDS, AND RELEASES (SEP 2012)
3052.209-70	PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)
3052.209-72	ORGANIZATIONAL CONFLICT OF INTEREREST (JUN 2006)
3052.209-73	LIMITATION OF FUTURE CONTRACTING (JUN 2006)
3052.211-70	INDEX FOR SPECIFICATIONS (DEC 2003)
3052.215-70	KEY PERSONNEL OR FACILITIES (DEC 2003)
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)
3052.222-90	LOCAL HIRE (JUN 2006)
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)
3052.236-70	SPECIAL PRECAUTIONS FOR WORK AT OPERATION AIRPORTS (DEC 2003)
3052.242-72	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

SECTION J
LIST OF ATTACHMENTS

ATTACHMENT	TITLE
J.1	Attachment A, Experience Overview Sheet (Excel)
J.2	Attachment B, Experience Information Form (3 pages)
J.3	Attachment C, Past Performance Questionnaire (4 pages)

Attachment A

OFFEROR NAME:

ATTACHMENT A - EXPERIENCE OVERVIEW SHEET

List a maximum of five (5) CONSTRUCTION and DESIGN-BUILD projects completed within the last six (6) years that best illustrate your firm's qualifications for this award. For EACH project, a completed EXPERIENCE INFORMATION FORM (Attachment B) MUST be submitted. Indicate your role as Prime Contractor, Subcontractor, or Joint Venture (list only ONE). Ensure all project information is detailed on the corresponding EXPERIENCE INFORMATION FORM (Attachment B). Proposals lacking complete information on all required forms may be rejected.

Demonstrated Project Number	Project/ Contract Title	Contract Number	Period of Performance	Type of Work : New Construction; Renovation; Repair: Alteration	Type of Contract : Design-Build; Design-Bid-Build; Other (briefly explain)	What Percentage of Design Offeror provided? (Applicable to Design-Build projects only)	Offeror's Role in project: Prime, Sub-Contractor, or Joint-Venture (SELECT ONLY ONE)	Total Contract Amount $	Percent Complete	Offeror's Total Completed Contract Value	Customer / Client	Point of Contact (Name, phone number & email)	Specialized Construction (Marine, Historical Restoration, etc.)
EXAMPLE	*M&R Theater*	*70Z08718FPNY56700*	*5/2018 - 6/2021*	*Repair*	*Design-Bid-Build*	*100% using sub*	*Prime*	*$1.5M*	*100*	*$1.5M*	*USCG*	*LT Joe Smith, 907-452-3795, joe.smith@uscg.mil*	*Historical Restoration*
1													
2													
3													
4													
5													

Above is a screen shot of Attachment A. Attachment A has been included as an Excel file.

Complete Attachment A (Excel file only) and submit with your proposal.

ATTACHMENT B

EXPERIENCE INFORMATION FORM

PROJECT No. (Check one): ☐ - 1 ☐ - 2 ☐ - 3 ☐ - 4 ☐ - 5

1	Name of Offeror:
2	Project Title:
3	Contract Number:
4	Description of the Project's Scope and Magnitude (12-point font):

5	Describe any problems encountered with this project and corrective action taken. (12-point font)
6	Mark the design disciplines required for the project. List the firm performing the design as well as a brief description of the major design components. **Complete this question for Design-Build projects only.**

Discipline	Description
Civil	
Structural	
Mechanical	
Electrical	
Other	

7	Describe involvement of the designers during the construction phase of the job (12-point font):

8	List the most relevant 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.		
	Trade	Firm	Description
	1.		
	2.		
	3.		
	4.		
9	Attach any copies or photographs of industry awards/special recognitions, etc. received for this project (**maximum of one page**-this is not included in the 3-page maximum for Attachment B). Photo page may be sent separately due to file size restrictions.		

ATTACHMENT C

NAVFAC/USACE/USCG PAST PERFORMANCE QUESTIONNAIRE (Form PPQ)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information
Firm Name: CAGE Code:
Address: DUNs
Phone Number:
Email Address:
Point of Contact: Contact Phone Number:

2. Work Performed as: Prime Contractor Subcontractor Joint Venture Other (Explain)
Percent of project work performed:
If subcontractor, who was the prime (Name/Phone #):

3. Contract Information
Contract Number:
Delivery/Task Order Number (if applicable):
Contract Type: Firm Fixed Price Cost Reimbursement Other (Please specify):
Contract Title:

Award Date (mm/dd/yy):
Contract Completion Date (mm/dd/yy):
Actual Completion Date (mm/dd/yy):

Original Contract Price (Award Amount):

Final Contract Price (*to include all modifications, if applicable*):

4. Project Description:
Complexity of Work High Med Routine How is this project relevant to project of submission?

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information
Name:
Title:
Phone Number:
Email Address:

6. Describe the client's role in the project:

7. Date Questionnaire was completed (mm/dd/yy)**:**

8. Client's Signature:

NOTE: USCG REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMIT DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USCG WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USCG SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

ADJECTIVAL RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with a few minor problems for which corrective actions taken by the contractor were highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurs that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements, and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

Contractor Information (Firm Name):
Client Information (Name):

TO BE COMPLETED BY CLIENT

PLEASE CHECK THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY:	**E**	**VG**	**S**	**M**	**U**	**N**
a) Quality of technical data/report preparation efforts	☐	☐	☐	☐	☐	☐
b) Ability to meet quality standards specified for technical performance	☐	☐	☐	☐	☐	☐
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	☐	☐	☐	☐	☐	☐
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	☐	☐	☐	☐	☐	☐
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	**E**	**VG**	**S**	**M**	**U**	**N**
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*	☐	☐	☐	☐	☐	☐
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	☐	☐	☐	☐	☐	☐
3. CUSTOMER SATISFACTION:	**E**	**VG**	**S**	**M**	**U**	**N**
a) To what extent were the end users satisfied with the project?	☐	☐	☐	☐	☐	☐
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	☐	☐	☐	☐	☐	☐
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	☐	☐	☐	☐	☐	☐
d) Overall customer satisfaction	☐	☐	☐	☐	☐	☐
4. MANAGEMENT/ PERSONNEL/LABOR	**E**	**VG**	**S**	**M**	**U**	**N**
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	☐	☐	☐	☐	☐	☐
b) Ability to hire, apply, and retain a qualified workforce to this effort	☐	☐	☐	☐	☐	☐
c) Government Property Control	☐	☐	☐	☐	☐	☐
d) Knowledge/expertise demonstrated by contractor personnel	☐	☐	☐	☐	☐	☐
e) Utilization of Small Business concerns	☐	☐	☐	☐	☐	☐
f) Ability to simultaneously manage multiple projects with multiple disciplines	☐	☐	☐	☐	☐	☐
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	☐	☐	☐	☐	☐	☐
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	☐	☐	☐	☐	☐	☐

Contractor Information (Firm Name):
Client Information (Name):

5. COST/FINANCIAL MANAGEMENT	**E**	**VG**	**S**	**M**	**U**	**N**
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	☐	☐	☐	☐	☐	☐
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	☐	☐	☐	☐	☐	☐
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	☐	☐	☐	☐	☐	☐
d) Is the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.*	Yes ☐			No ☐		
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	Yes ☐			No ☐		
f) Have there been any indications that the contractor has had any financial problems? *If yes, please explain below.*	Yes ☐			No ☐		
6. SAFETY/SECURITY	**E**	**VG**	**S**	**M**	**U**	**N**
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users' rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	☐	☐	☐	☐	☐	☐
b) Contractor complied with all security requirements for the project and personnel security requirements.	☐	☐	☐	☐	☐	☐
7. GENERAL	**E**	**VG**	**S**	**M**	**U**	**N**
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	☐	☐	☐	☐	☐	☐
b) Compliance with contractual terms/provisions *(explain if specific issues)*	☐	☐	☐	☐	☐	☐
c) Would you hire or work with this firm again? *(If no, please explain below)*	Yes ☐			No ☐		
d) In summary, provide an overall rating for the work performed by this contractor.	☐	☐	☐	☐	☐	☐

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk *(please attach additional pages if necessary)***:**

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Examples include 52.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and Offeror Representations and Certifications—Commercial Products and Commercial Services, including paragraph (t).
Additional examples include 52.212-5, Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services, and 52.213-4, Terms and Conditions—Simplified Acquisitions (Other Than Commercial Products and Commercial Services).

K.1 FAR Provisions and Clauses

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2025) (DEVIATION FEB 2025)

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

(2) The small business size standard is $45M.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

(i) □ Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

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

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

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) Reserved.

(xv) Reserved.

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

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

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

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

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

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

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

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

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

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

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

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

_X_ (i) 52.204-17, Ownership or Control of Offeror.
__ (ii) 52.204-20, Predecessor of Offeror.
__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
__ (vi) 52.227-6, Royalty Information.
__ (A) Basic.
__ (B) Alternate I.
__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause # Title Date Change

_____

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

(End of Provision)

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

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

(End of clause)

52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—REPRESENTATION AND DISCLOSURES (DEC 2023)

(a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) Procedures.

(1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(https://www.sam.gov) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.
(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).
(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) Disclosures. The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;
(2) Name of the covered article or source subject to a FASCSA order;
(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
(4) Brand;
(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(6) Item description;
(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JOCT 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 offeror [_] has [_] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Integrity Information module or section of SAM.gov is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in the Integrity Information module or section of SAM.gov as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

(End of provision)

52.223-1 BIOBASED PRODUCT CERTIFICATION (MAY 2024) (DEVIATION FEB 2025)

As required by the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8101(4)) and the Energy Policy Act of 2005 (7 U.S.C. 8102(a)(2)(F)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture at https://www.biopreferred.gov/resources/categories.html to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

K.2 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.3 Authorized Negotiators

The offeror 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.)

NAMETITLE TELEPHONE NO / E-MAIL

_____

_____

_____

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1. FAR Provisions

52.204-7 SYSTEM FOR AWARD MANAGEMENT (NOV 2024)

Definitions. As used in this provision—

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

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

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

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

(1) An Offeror is required to be registered in SAM when submitting an offer or quotation and at time of award (see FAR clause 52.204-13, System for Award Management Maintenance, for the requirement to maintain SAM registration during performance and through final payment).

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

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

(1) Company legal business name.
(2) Trade style, 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).

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)
The Government contemplates multiple IDIQ awards. The Government contemplates award of firm fixed price task order under the IDIQ contracts.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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 Cheryl A Berry, Senior Field Contracting Officer, U. S. Coast Guard, Shore Infrastructure Logistics Center, 709 W. 9th St., Room 817, Juneau, AK 99801.

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)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB1998)
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed at this/these address(es): FAR | Acquisition.GOV

(End of provision)

52.204-6	UNIQUE ENTITY IDENTIFIED (OCT 2016)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)
52.207-6	SOLICITATION OF OFFERS FROM SMALL BUSINESS CONCERNS AND SMALL BUSINESS TEAMING ARRANGEMENT OR JOINT VENTIRES (MULTIPLE AWARD CONTRACTS) (AUG 2024)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS– COMPETITIVE ACQUISITION (JAN 2004)
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)
52.215-22	**Reserved**
52.219-31	NOTICE OF SMALL BUSINESS RESERVE (MAR 2020)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)
52.225-12	NOTICE OF BUY AMERICAN REQUIRMENT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)
52.225-22	NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS-BUY AMERICAN STATUTE-CONSTRCUTION MATERIALS (JAN 2021) & ALT I (MAY 2014)
52.225-24	NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS-BUY AMERICAN STATUTE-CONSTRCUTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2021) & ALT I (MAY 2014)

REMINDER: Provisions provided in full text Amendment 0004.

L.2. Instruction for Submitting Questions Regarding Solicitation
Offerors are requested to review this solicitation as soon as possible upon receipt. If an offeror has any questions regarding the solicitation which require an answer from the issuing office, these questions shall be submitted, in writing via e-mail to: Cheryl.A.Berry@uscg.mil and John.Wright@uscg.mil. **Questions submitted after October 16, 2025 may not be reviewed, addressed or response provided.**

L.3. Joint Venture Agreements—REMINDER: Updated Amendment 0010

Joint Ventures are allowable on competitive set-asides; however, the joint venture agreement must be received by SBA prior to proposal due date to allow for processing and SBA approval before the award of any resulting contract. Any vendors contemplating a joint venture on this project must advise, in writing, its assigned SBA Business Opportunity Specialist (BOS) as soon as possible. To ensure compliance with established regulations, NO CORRECTIONS AND/OR CHANGES ARE ALLOWED AFTER TIME OF SUBMISSION OF PROPOSAL. A joint venture agreement or addendum that has not been approved by SBA is not eligible for award. For joint ventures not involving 8(a), the finalized joint venture agreement must be provided by the time of contract award and a notarized letter of intent to form a joint venture must be submitted with the proposal. The offeror's letter of intent must identify the contractor team arrangements and fully disclose the company relationships in the proposed joint venture. The joint venture need not be registered in SAM.gov at time of proposal submission, but each partner in the partnership or joint venture must be registered at the time of submission and the joint venture must be registered in SAM.gov prior to contract award. A prospective joint venture's size must be compliant with the size standard of NAICS 236220.

L.4. Proposal Submission Instructions

L.4.1. General Instructions
Executed SF1442. Offeror 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, the offeror shall provide the UEI Number, CAGE code, and Federal Tax ID number with its proposal. If proposing as a joint venture, offerors shall provide the UEI Number and Cage code for the members of the joint venture. Offerors shall ensure acknowledgement of all amendments.

L.4.2. SAM registration.
Offeror shall ensure current registration on the SAM Website, www.sam.gov, including Annual Representations and Certifications are complete and updated for this procurement. A copy of the current registration to include the socioeconomic category shall be submitted with proposal. If a Representation or Certification required by Section K of the RFP is not provided in SAM, include the representation or certification in your price proposal.

NOTE: If an offeror fails to demonstrate SAM.gov registration with the required socioeconomic categories, then their proposal does not meet government requirements and **may not** be evaluated further.

L.5. Specific Phase I Instructions—REMINDER: Updated Amendment 0004

Offerors are to submit proposals entitled "RMACC III Region [identify Region #] Phase I Proposal" via email to include the SF1442, Section K Completed Representations and Certifications, completed K.1 and K.2, and documentation addressing Phase I Evaluation Factors one through four. **Offerors proposing on multiple Regions must submit separate proposals for each region.** Offerors must adhere to the Evaluation Factor page limits and requirements. It is the Contractor's responsibility to ensure the proposal package is received in the USCG Outlook mail inbox by the deadline. **Timestamp of sent file will not be considered.**

L.5.a. Formatting Requirements—REMINDER: Updated Amendment 0005

Offerors are to submit proposals in Times New Roman, 12-point font. Margins are limited to standard 1" from all sides. Page Limits are listed in each Factor. The USCG limits submission to **20MB**. Note – Attachment B allows Photos which may be submitted as an additional email.

L.5.1. Factor 1 – Corporate Experience: Demonstrated Project Experience—REMINDER: Updated Amendment 0005

Offerors shall demonstrate their corporate experience by submitting a minimum of three (3) and a maximum of five (5) relevant construction projects that best exemplify their firm's experience pertinent to the scope of work described in this solicitation. Projects submitted shall adhere to the following criteria:

Project Relevance and Scope:

a. Similar Size, Scope, and Complexity: Submitted projects shall demonstrate similar size, scope, and complexity to the projects anticipated under the Real Property Maintenance and Construction Contract (RMACC). The anticipated RMACC scope of work includes, but is not limited to, real property repairs, maintenance, general construction, marine construction, demolition, historical restoration, and remediation. Anticipated facility types encompass, but are not limited to, operations buildings, hangars, boat houses, firing ranges, residential and light commercial buildings (including mechanical and electrical systems), site utilities, waterfront facilities, electronic surveillance/security construction, dredging, and airports/runways.
b. Contract Value: Each submitted project must have a contract value of approximately $500,000 to $20,000,000.
c. Completion Date: Each project must have achieved substantial completion (defined as 65% completion) within the six-year period immediately preceding the issuance date of this Request for Proposals (RFP).
d. Geographical Preference: Projects performed within the designated geographical region of the specific RMACC will receive preferential evaluation.
e. Project Definition: For the purpose of this submission, a 'project' is defined as a construction effort executed under a single task order or contract.

f. Project Delivery Methods:

a. Submissions should prioritize projects completed using project delivery methods such as Design-Build (including One-Step Turnkey) and Design/Bid/Build.

b. **Mandatory Design-Build Experience**: At least one (1) of the submitted projects must clearly demonstrate experience utilizing the Design-Build method of delivery.

i. Definition of Design-Build: For evaluation purposes within this RFP, the Design-Build method of delivery is specifically defined as a fixed-price contract or task order founded upon a performance specification, which seamlessly integrates both the design and construction phases of any facility or real property requirement (including repairs).

g. Project Description Requirements:

a. For each submitted project, Offerors must provide a description of sufficient detail to allow for a thorough evaluation of its relevancy to the RFP requirements.

b. Offerors have the option to include additional descriptive content on the Project Information Sheet (Attachment B) beyond the minimum information requested in item 1. above. —REMINDER: Updated Amendment 0004

h. Required Submissions for Factor 1:

a. Offerors shall provide the following completed attachments for all projects submitted under Factor 1:

Attachment A: Experience Overview Sheet (limited to 1 Excel file)
Attachment B: Experience Information Form (limited to 3 pages)

i. Page Limitations for Attachment B (Experience Information Form):

a. To ensure fairness and consistency in evaluation, the Project Information Sheet (Attachment B) is subject to the following strict page limitations per project: Experience Information Form:

i. Project Details (Textual Content): A maximum of **three (3) pages** dedicated to the project description, scope of work, and delivery method. No additional lines or content extending beyond this limit will be accepted.

ii. Photographs: A separate, single page (**maximum one page**) may be included exclusively for relevant project photographs. This dedicated photo page is not counted towards the three-page limit for textual project details.

b. Any content or pages submitted beyond these clearly defined limits will not be reviewed or considered during the evaluation process.

j. Use of Affiliate, Subsidiary, or Parent Firm Experience:

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 describe the business relationship between the firms and clearly demonstrate that the affiliate, subsidiary, or parent firm will have meaningful involvement in the performance of the awarded regional IDIQ contract.

L.5.2. Factor 2 – Past Performance Requirements for Demonstrated Projects (Associated with Factor 1)

For each project submitted under Factor 1 – Corporate Experience: Demonstrated Project Experience, Offerors shall provide corresponding past performance documentation as follows:

1. Submission Priority (CPARS vs. PPQ): —REMINDER: Updated Amendment 0005
   - CPARS: If a completed Contractor Performance Assessment Reporting System (CPARS) evaluation is available for a submitted project, it shall be submitted directly with the proposal. Offerors shall prioritize the submission of CPARS evaluations where available.
   - Past Performance Questionnaire (PPQ): If a completed CPARS evaluation is not available for a submitted project, Offerors shall provide a client-completed Past Performance Questionnaire (PPQ). The PPQ must be in the prescribed format provided as Attachment C – NAVFAC/USACE/USCG PAST PERFORMANCE QUESTIONNAIRE (Form PPQ) or in a substantially similar format that provides equivalent information. It is the Offeror's responsibility to ensure the PPQ is completed by the client and submitted with the proposal by the closing date.
2. Narrative (Optional):
   A narrative of no more than one (1) page in length may accompany each past performance submission (whether CPARS or PPQ). This narrative may be used to provide amplifying information, explain any perceived deficiencies, or highlight key achievements relevant to the RMACC scope of work.
3. Government Review of Other Sources:
   In addition to the Offeror's submissions, the Government reserves the right to review any other sources of information for evaluating past performance. These sources may include, but are not limited to:
   - Past Performance Information Retrieval System (PPIRS)
   - The Integrity Information module or section of SAM.gov
   - Internal agency records (e.g., contract files, correspondence)
   - Direct knowledge of agency personnel regarding the Offeror's performance on relevant projects, particularly those performed directly with the Coast Guard (CG) and/or Department of Homeland Security (DHS).
4. Offeror's Responsibility:
   While the Government may elect to consider data from other documented sources, the burden of providing current, detailed, accurate, and complete past performance information rests solely with the Offeror. Failure to provide adequate or verifiable past performance information for the required projects may result in a lower rating or elimination from further consideration.

L.5.3. Factor 3 – Regional Management Capabilities, Organizational Technical Capabilities, and Capacity

L.5.3.a. Regional Management Capabilities (subfactor) Submission:
Offerors shall provide a narrative, not to exceed **five (5) pages**, demonstrating their regional management capabilities. This narrative must address:

1. Familiarity with, and established resources and relationships within, the geographic region to perform task orders.
2. Ability to perform task orders across multiple states, in urban and remote settings, and at both large and small facilities.
3. Unique challenges anticipated in performing projects throughout the region.
4. The extent of established office(s) within the geographic region, including duration of existence of the office, number of employees and their labor categories, and functions performed out of each office.
5. Identification of any offices outside the region that would be used to support the contract and their intended roles.
6. If the Offeror is unable to identify actual expertise/experience within the region or within significant geographic portions of the region, a business plan outlining the proposed organizational approach to developing these capabilities within the region shall be provided.

L.5.3.b. Organizational Technical Capabilities (subfactor) Submission:
Offerors shall provide a narrative, not to exceed **four (4) pages** , addressing the following organizational capabilities:

1. Design-Build and Turnkey Project Capability: Describe the Offeror's ability to successfully complete design-build projects, including turnkey projects. This description shall include:

- Planned business relationships with specific designers.
- Experience working with these and other design firms.
- The capabilities and experience of the planned designers intended to support this contract.

2. Specific Construction Disciplines: Identify and describe the Offeror's specific abilities and experience with regard to:

i. General construction.
ii. Marine construction.
iii. Repair and renovation.

L.5.3.c. Capacity to Support Multiple Projects (subfactor) Submission
Offerors shall provide the following information to demonstrate their capacity to support multiple concurrent projects:

a. **Capacity Narrative:** A narrative, not to exceed **two (2) pages** , outlining the Offeror's overall capacity and proposed approach to effectively support and manage multiple concurrent requirements throughout the contract's geographic area.

b. **Bonding Capacity Letter:** A letter from a corporate surety whose name appears on the most current list contained in the U.S. Department of the Treasury Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies." This letter shall:
   - Acknowledge the maximum dollar amount for which the Offeror would receive approval of single project performance and payment bonds for this type of work. (Minimum $5M required)
   - Clearly state the Offeror's aggregate bonding capacity. This letter **shall not** count towards the narrative page limit.
     1. Minimum bonding requirements of participating contractors/potential awardees:
        a. Regions 1, 5, 7, 8, 9, and 11/13: $5M per task order/$15M aggregate
        b. Regions 7.5 and 14: $5M per task order/$10M aggregate
        c. Region 17: $5M per task order/$20M aggregate

NOTE: If an offeror fails to demonstrate compliance with minimum bonding requirements, then their proposal does not meet government requirements and **may not** be evaluated further.

L.5.4. Factor 4 – Safety Submission

Offerors shall provide a narrative, not to exceed **two (2) pages** , addressing their safety performance. This narrative shall include:

1. **OSHA DART Rate Data:** Presentation of the Offeror's OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate for the three previous complete calendar years (e.g., 2022, 2023, 2024), as defined by the U.S. Department of Labor, Occupational Safety and Health Administration.
   - *Note: For purposes of this solicitation, DART cases include injuries or illnesses resulting in death, days away from work, and/or restricted work or transfer to another job days beyond the day of injury/illness. The DART rate is calculated by multiplying the total number of DART cases by 200,000 and then dividing by the number of employee labor hours worked.*
2. **Contextual Discussion:** A discussion of any extenuating circumstances that affected the presented OSHA DART Rate data.
3. **Trend Analysis:** An analysis of any upward or downward trends observed in the DART rates over the three-year period.
4. **No DART Rate Explanation:** If the Offeror has no DART rate for any specified calendar year, they shall affirmatively state so and provide a detailed explanation of why.
5. **Negative Trend Explanation:** Should a negative trend occur or if DART rates are above moderate risk levels, an acceptable and detailed explanation is required, including a description of any corrective actions taken for improvement and their effectiveness.
6. **Partnership/Joint Venture Requirements:** For a partnership or joint venture, the Offeror shall submit separate DART rates for the specified three (3) calendar years for each contractor who is part of the partnership/joint venture. However, only one safety narrative, encompassing the collective safety performance and plans, is required.

L.6. Electronic Proposal Submission for Regional Offers—REMINDER: Updated Amendment 0004

Proposals for each regional offering must be submitted electronically as pdf files. Proposal are being accepted via email only. **Limit 20MB – Offerors are allowed to submit two emails for their Proposal. The first email shall contain all elements required by Section L, except for photo pages incorporated into Attachment B. A second email will be allowed for photo pages only.** Offerors shall ensure that for every region they intend to submit a proposal, the complete and final proposal package is transmitted to each of the email addresses specified for that region in the table below. Failure to submit to all designated email addresses for a region may result in the proposal being considered non-responsive.

RMACC III Contract Region	Regional CEU	Point of Contact Phone # / E-mail
Region 1 (USCG Northeast District, formerly District 1)	CEU Providence	Sean Waldron, (401) 736-1721 sean.e.waldron@uscg.mil Cameron Ormiston, 571-614-0163 cameron.h.ormiston@uscg.mil
Region 5 (USCG East District, formerly District 5)	CEU Cleveland	Robert Spangler, (571) 610-7286 robert.t.spangler@uscg.mil Michael Grinstead, , (571) 614-5385 michael.d.grinstead@uscg.mil
Region 7 (USCG Southeast District, formerly District 7)	CEU Miami	Karina Gudiel, (305) 772-5286 karina.gudiel2@uscg.mil Odalys McGee, (571) 607-2600 odalys.mcgee@uscg.mil
Region 7.5 (USCG Southeast District, formerly District 7.5)	CEU Miami	Karina Gudiel, (305) 772-5286 karina.gudiel2@uscg.mil Odalys McGee, (571) 607-2600 odalys.mcgee@uscg.mil
Region 8 (USCG Heartland District, formerly District 8)	CEU Miami	Karina Gudiel, (305) 772-5286 karina.gudiel2@uscg.mil Odalys McGee, (571) 607-2600 odalys.mcgee@uscg.mil
Region 9 (USCG Great Lakes District, formerly District 9)	CEU Cleveland	Robert Spangler, (571) 610-7286 robert.t.spangler@uscg.mil Michael Grinstead, (571) 614-5385 michael.d.grinstead@uscg.mil
Region 11 / 13 (USCG Southwest/Northwest District, formerly District 11/13)	CEU Oakland	Samantha Watts, (571) 607-1651 samantha.c.watts1@uscg.mil Guiljohn Alcantara, (571) 607-1075 guiljohn.alcantara@uscg.mil
Region 14 (USCG Oceania District, formerly District 14)	CEU Honolulu	Tammy Kao, 808-535-3474 tammy.k.kao@uscg.mil Kylene Yamauchi, (808) 535-3462 kylene.k.yamauchi@uscg.mil
Region 17 (USCG Arctic District, formerly District 17)	CEU Juneau	Cheryl A Berry, 206-815-5287 cheryl.a.berry@uscg.mil John Wright, 206-836-3164 john.wright@uscg.mil

Regional proposals are due on the date in table below by 5:00 PM Eastern time.

RMACC Contract Region	Regional CEU	Contract Set-Aside	Revised Proposal Due Dates
Region 1 (USCG Northeast District, formerly District 1)	CEU Providence	8(a)	14 January 2026
Region 5 (USCG East District, formerly District 5)	CEU Cleveland	SDVOSB	07 January 2026
Region 7 (USCG Southeast District, formerly District 7)	CEU Miami	8(a)	02 February 2026
Region 7.5 (USCG Southeast District, formerly District 7.5)	CEU Miami	8(a)	02 March 2026
Region 8 (USCG Heartland District, formerly District 8)	CEU Miami	HUBZone	07 January 2026
Region 9 (USCG Great Lakes District, formerly District 9)	CEU Cleveland	8(a)	02 February 2026
Region 11 / 13 (USCG Southwest/Northwest District, formerly District 11/13)	CEU Oakland	SDVOSB	07 January 2026
Region 14 (USCG Oceania District, formerly District 14)	CEU Honolulu	8(a)	14 January 2026
Region 17 (USCG Arctic District, formerly District 17)	CEU Juneau	Total Small Business	14 January 2026

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 General

Proposals will be evaluated as set forth below. The number and identities of offerors are not revealed to anyone who is not involved in the evaluation and award process or to other offerors.

Phase I of the selections will be conducted as outlined in FAR 36.303-1. The evaluation factors for Phase I are outlined below. Selection will be based on the proposals determined to be the most highly qualified in response to the stated criteria.

The government does not intend to exchange any information with offerors in Phase I; however, we reserve our right to coordinate exchanges of information as required to determine the most highly qualified offerors. Offerors' initial proposals should be thorough and complete to demonstrate qualifications.

NOTE: If an offeror fails to demonstrate SAM.gov registration with the required socioeconomic categories, then their proposal does not meet government requirements and **may not** be evaluated further.

M.2 Evaluation Factors

M.2.1. Evaluation Factors Order of Importance:

Phase I factors are approximately equal to each other. Where Subfactors are identified in Phase I and Phase II, they are approximately equal to each other. The overall rating from Phase I will be carried forward to Phase II for purposes of the best value determination and selection of awardees. The Phase I overall rating will be approximately equal to the Phase II overall rating. When combined, the overall ratings of Phase I and Phase II are approximately equal to price. Price will be evaluated on the basis of a seed project during Phase II.

M.3. Evaluation Factors For Award:

Phase I:

M.3.1. Factor 1 – Corporate Experience

Demonstrated Project Experience:

Offerors must submit a minimum of three (3) and a maximum of five (5) relevant construction projects that best exemplify their firm's experience. Submissions should prioritize projects completed using project delivery methods such as:

Design-Build (One-Step Turnkey is considered Design-Build) Design/Bid/Build

Submitted projects shall demonstrate similar size, scope, and complexity to the projects anticipated under the Real Property Maintenance and Construction Contract (RMACC).

The anticipated scope of work for the RMACC includes, but is not limited to real property repairs, maintenance, and general construction, marine construction, demolition, historical restoration, and remediation.

Anticipated facility types encompass, but are not limited to operations buildings, hangars, boat houses, firing ranges, residential and light commercial buildings (including mechanical and electrical systems), site utilities, waterfront facilities, electronic surveillance/security construction, dredging, and airports/runways.

Each submitted project must have a contract value approximately $500,000 to $20,000,000 and must have achieved substantial completion (defined as 65% completion) within the six-year period preceding the issuance date of this Request for Proposals (RFP).

Projects performed within the designated geographical region of the specific Regional Maintenance and Construction Contract (RMACC) will receive preferential evaluation. For the purpose of this submission, a 'project' is defined as a construction effort executed under a single task order or contract.

Specifically, at least one of the submitted projects must clearly demonstrate experience utilizing the Design-Build method of delivery. For evaluation purposes within this RFP, the Design-Build method of delivery is specifically defined as a fixed-price contract or task order founded upon a performance specification, which seamlessly integrates both the design and construction phases of any facility or real property requirement (including repairs)."

i. Project Description Requirements: For each project, Offerors must provide a description of sufficient detail to allow for a thorough evaluation of its relevancy to the RFP requirements. Offerors have the option to include additional descriptive content on the Project Information Sheet (Attachment B) beyond the minimum information requested.

ii. Required Submissions for Factor 1:

Offerors shall provide the following completed attachments for all projects submitted under Factor 1:

Attachment A: Experience Overview Sheet Attachment B: Project Information Sheet

Attachment B (Project Information Sheet) Page Limits:
To ensure fairness and consistency in evaluation, the Project Information Sheet (Attachment B) is subject to the following strict page limitations per project:

Project Details (Textual Content): A **maximum of three (3) pages** dedicated to the project description, scope of work, and delivery method. No additional lines or content extending beyond this limit will be accepted.

Photographs: A separate, single page (**maximum one page**) may be included exclusively for relevant project photographs. This dedicated photo page is not counted towards the three-page limit for textual project details.

Any content or pages submitted beyond these clearly defined limits will not be reviewed or considered during the evaluation process.

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 describe the business relationship between the firms and clearly demonstrate that the affiliate, subsidiary, or parent firm will have meaningful involvement in the performance of the awarded regional IDIQ contract.

Basis of Evaluation:
The Offeror will be evaluated on the extent of its demonstration of relevant corporate experience, which will be assessed to determine the Offeror's capability to successfully meet the requirements of this RFP. Evaluation will specifically consider:

- Work Experience within the Geographic Area: Significant experience working within the geographic area of the contract **may result in a higher rating**.
- Project Similarity: Experience on projects similar in size, scope, and complexity to the RMACC, as further detailed in the specific requirements of the RFP.
- Diversity of Experience: A representation of diverse construction project experience (inclusive of the types of projects outlined in RFP) **may result in a higher rating**.
- Specialized Experience: Demonstration of waterfront/marine construction experience **may result in a higher rating**.
- Design-Build Experience: Experience with Design-Build method delivery, as specifically defined in detailed requirements, must be demonstrated.

M.3.2. Factor 2 – Past Performance of Demonstrated Projects (Associated with Factor 1)
All projects submitted under Factor 1 corporate experience must have a corresponding past performance submission in the form of a completed CPARS evaluation or Past Performance Questionnaire. If a completed CPARS evaluation is available, it shall be submitted with the proposal. If there is not a completed CPARS evaluation, a client-completed Past Performance questionnaire in the prescribed format or substantially similar shall be submitted. A narrative of no more than one page in length may accompany each past performance submission and may be used as required to provide amplifying information on the submission.

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 Integrity Information module or section of SAM.gov, along with internal agency records and direct knowledge of agency personnel of Offeror's performance on relevant projects performed directly with CG and/or DHS. While the Government may elect to consider data from other documented sources, the burden of providing current detailed, accurate and complete past performance information rests with the offeror.

Basis of Evaluation:
The government will assess the quality of the offeror's past performance by determining how well the contractor performed on the submitted relevant contracts and other related past performance information as stated above. Contractor with ratings of "Excellent" and/or "Very Good" **may receive higher ratings.**

Note: 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 size, scope, and complexity. Past performance pertains to how well a contractor has performed on relevant projects.

M.3.3. Factor 3 – Regional Management Capabilities, Organizational Technical Capabilities, and Capacity to Support Multiple Projects

M.3.3.a. Regional Management Capabilities (Subfactor)

- The Government will evaluate the Offeror's demonstrated regional management capabilities to assess their capacity to effectively execute the requirements across the contract's geographic area. Evaluation will consider:
- The extent of the Offeror's familiarity with the geographic region and the adequacy of its established resources and relationships to perform task orders.
- The Offeror's demonstrated ability to perform task orders across diverse geographic settings (multiple states, urban/remote) and facility types (large/small facilities).
- The Offeror's understanding of unique challenges inherent in performing projects throughout the region.
- The adequacy and effectiveness of established office(s) within the geographic region, including the duration of their existence, the number and labor categories of employees, and the functions performed from these offices. The extent to which regional offices minimize reliance on external support will be viewed favorably.
- The quality and feasibility of any proposed business plan for developing regional capabilities should direct regional experience be insufficient.
- The overall organizational approach for managing and supporting performance throughout the specified geographic region.

Basis of Evaluation:
The Government will assess the quality and extent of the Offeror's demonstrated organizational capabilities and operational expertise to effectively manage and perform projects throughout the contract's geographic region. This includes evaluating the Offeror's familiarity with the region, established resources, relationships, and the adequacy of their regional presence (e.g., offices, staffing) and their understanding of unique regional challenges. Actually, demonstrated regional capabilities, offices, experience on USCG/DHS facilities, and expertise **may be rated higher** than proposed plans for developing such capabilities.

M.3.3.b. Organizational Technical Capabilities (Subfactor)

The Government will evaluate the Offeror's organizational capabilities to assess its capacity and expertise to effectively meet the requirements of the contract. Evaluation will consider:

- **Design-Build and Turnkey Project Capability:** The extent of the Offeror's demonstrated ability to successfully complete design-build projects, including turnkey projects. This will include an assessment of:
    - The soundness and effectiveness of planned business relationships with designers.
    - The Offeror's experience working with specified and other design firms.
    - The capabilities and experience of the proposed designers in support of this contract, demonstrating their ability to deliver effective design solutions.

- **Specific Construction Discipline Expertise:** The extent of the Offeror's demonstrated specific abilities and experience with regard to:
    - General construction.
    - Marine construction.
    - Repair and renovation. The Government will assess the breadth and depth of expertise in these areas as they relate to the anticipated scope of work.

Basis of Evaluation:
The Government will assess the Offeror's organizational structure, internal management processes, and demonstrated inherent capabilities to effectively perform the scope of work, with particular emphasis on integrated Design-Build execution and specialized construction disciplines.

Evaluation will focus on:

- **Design-Build Management Approach:** The soundness and effectiveness of the Offeror's proposed approach to managing design-build projects (including turnkey projects), including their internal processes for integrating design and construction, managing risks, and ensuring quality.
- **Design Team Integration & Relationships:** The strength of planned business relationships with proposed designers, the Offeror's experience working effectively with design firms, and the demonstrated capabilities and relevant experience of the proposed designers in support of this contract. Offers demonstrating strong, established, and effective working relationships with identified design partners **may be rated higher**.
- **Specialized Construction Expertise (Process & Resources):** The Offeror's specific, inherent abilities and internal capabilities (e.g., specialized personnel, unique processes, quality assurance/control methodologies, dedicated resources) with regard to general construction, marine construction, and repair and renovation. Offerors demonstrating comprehensive and robust organizational expertise across all these areas of construction **may be rated higher.**

M.3.3.c. Capacity to Support Multiple Projects (Subfactor)

The Government will evaluate the Offeror's demonstrated capacity and proposed approach to successfully manage and perform multiple concurrent projects throughout the contract's geographic region. This assessment will include:

- **Capacity and Approach Narrative:** The soundness, feasibility, and effectiveness of the Offeror's proposed approach and demonstrated capacity to manage simultaneous requirements across the contract area, including their internal systems, resource allocation, and project management strategies.
- **Bonding Capacity:** The adequacy of the Offeror's demonstrated single project and aggregate bonding capacity, as evidenced by the surety letter, in relation to the anticipated project values and overall contract ceiling. The acceptability of the corporate surety (as listed in Treasury Department Circular 570) will also be assessed.

Basis of Evaluation:
The Government will assess the Offeror's comprehensive capability and proposed approach to effectively manage and perform multiple concurrent projects throughout the contract's geographic region. This includes evaluating the soundness and feasibility of their management approach and resource allocation strategies to handle simultaneous requirements. Furthermore, their financial capacity and ability to secure required project bonding (or alternative security) commensurate with the anticipated volume and value of work will be a critical consideration.

Offerors demonstrating bonding capacity significantly exceeding the anticipated single task order maximums and/or the overall aggregate contract value **may receive a higher rating**.

NOTE: If an offeror fails to demonstrate compliance with minimum bonding requirements, then their proposal does not meet government requirements and **may not** be evaluated further.

M.3.4. Factor 4 – Safety
The Government will evaluate the Offeror's safety record and commitment to safety, as demonstrated through their provided OSHA DART rates, trend analysis, and narrative explanations. The evaluation will assess:

- **DART Rate Performance:** The Offeror's OSHA DART Rates for the three previous complete calendar years, with lower rates being viewed more favorably.
- **Safety Trends:** The presence and nature of trends in the Offeror's DART rates, with downward (improving) trends being viewed more favorably. Upward (worsening) trends or rates indicating above moderate risk levels will require a thorough and acceptable explanation of root causes and corrective actions taken for improvement.
- **Narrative Clarity and Explanations:** The clarity, completeness, and persuasiveness of the narrative, including:
    - The adequacy of explanations for any extenuating circumstances affecting DART data.
    - The soundness and effectiveness of proposed or implemented corrective actions for negative trends or higher risk levels.
    - The logical and well-supported explanation provided if no DART rate is available for any year.
- **Overall Safety Commitment:** The Offeror's overall commitment to safety as evidenced by their past performance and understanding of safety management principles.
- **Joint Venture/Partnership Consistency:** For partnerships or joint ventures, the consistency and combined effectiveness of the safety performance of all participating entities.

Basis of Evaluation:
The Government will evaluate the Offeror's [prime contractor, partnership or joint venture (each party will be evaluated)] OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices, considering any upward or downward trends and extenuating circumstances that impact the rates.

Higher ratings may be received for:

- Consistently lower OSHA DART Rates relative to industry averages and/or compared to other Offerors.
- Demonstrating a positive (downward) trend in DART rates over the three-year period.

- Providing clear, comprehensive, and acceptable explanations for any negative trends or rates above moderate risk levels, along with demonstrated effective corrective actions taken for improvement.
- Evidencing a strong proactive safety culture and effective safety management systems through the narrative.

M.4. Description of Evaluation Phase II

In closing, only the most highly qualified offerors will advance from Phase I to Phase II. Approximately ten individual IDIQ contract awards for each region are expected to be made and the number of offerors selected to submit phase-two proposals is expected to be no more than fifteen per region.

Upon the conclusion of Phase I, the solicitation will be amended to include the Phase II evaluation factors including price and the scope of work for the seed project. Full details of Phase II will be provided in the amendment. The amendment will be provided to all offerors who are invited to respond in Phase II. Phase II will include non-price factors and price factors.

- Non-price factor: Technical Solution Seed Project
    - Means & Methods (subfactor)
    - Schedule & Design Approach (subfactor)

- Price-factor: Price evaluation of offeror's proposed price.

VETS-4212 Registration is required for Phase II, see Section H.33 for details.

The government does not intend to hold discussions during Phase II; however, the government reserves the right to do so. Therefore, the Offerors' initial offer should contain the Offerors' best terms from a price and non-price standpoint.

The offeror determined to provide the overall best value to the government for each RMACC region will also receive award of the seed project as the first task order. The other contract awardees will receive a minimum guarantee of $5,000 which will be deducted from the base contract after the guaranteed minimum has been met through the issuance of the first respective task orders to each RMACC.

The government anticipates that Phase II proposals will demonstrate a clear understanding of project requirements and a commitment to delivering exceptional value. The evaluation will consider the proposed technical solution's feasibility, efficiency, and cost-effectiveness, as evidenced in the means and methods, schedule and design approach and price associated with the seed project. Offerors should present their best terms, as the government does not intend to hold discussions. The selection of the best-value offeror for each RMACC region for both the IDIQ and the seed project, coupled with minimum guarantees for remaining awardees, underscores the importance of submitting a comprehensive and compelling Phase II proposal.

END