



**REQUEST FOR PROPOSAL  
N69450-23-R-DC18**

**TASK ORDER UNDER  
NAVFAC SE WEST AREA OF OPERATIONS MULTIPLE AWARD  
CONSTRUCTION CONTRACT (MACC) N69450-21-D-  
0064/0065/0066/0067/0068/0069/0070  
N69450-22-D-0025/0026**

**NOLA P520 DISTRIBUTION SWITCHGEAR  
NAVAL AIR STATION, JOINT RESERVE BASE  
NEW ORLEANS, LOUISIANA**

**APRIL 27, 2023**

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**PROPOSAL FORMS & DOCUMENTS**

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**SPECIFICATIONS AND DRAWINGS**

<b>03b NAS JRB NOL Switchgear LID REPORT RTA 20210602</b>
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<b>02 NAS JRB NOL Switchgear DWGS RTA Sealed 20210602</b>
<b>03 NAS JRB NOL Switchgear SPECS RTA 20210602</b>
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**ATTACHMENTS:**

<b>ATTACHMENT A – PROJNET “HOW TO” GUIDE</b>
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**Section 00010 – REQUEST FOR PROPOSAL (DD FORM 1155)**

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF		
1. CONTRACT/PURCH ORDER/AGREEMENT NO.		2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD)	4. REQUISITION/PURCH REQUEST NO.  N69450-23-R-DC18	5. PRIORITY  DO-C2	
6. ISSUED BY  NAVFAC SE CORE CONSTRUCTION Yorktown Blvd., Bldg. 903 P.O. Box 30 NAS Jacksonville, FL 32212-0030			CODE N69450	7. ADMINISTERED BY (If other than 6)  NAVFAC SE PWD New Orleans Bldg. 552 Bloski Avenue, NAS JRB New Orleans, Belle Chase, LA 70143		CODE N69450	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule if other)</i>
9. CONTRACTOR  NAME AND ADDRESS			CODE	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)	11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
					12. DISCOUNT TERMS		
					13. MAIL INVOICES TO THE ADDRESS IN BLOCK		
14. SHIP TO			CODE	15. PAYMENT WILL BE MADE BY  DFAS-Cleveland Accounts Payable, 1240 E 9th Street Cleveland, OH 44199		CODE N68732	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.				
	PURCHASE		Reference your _____ furnish the following on terms specified herein.				
<b>ACCEPTANCE.</b> THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:							
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE							
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	See Page 2 P520 NOLA Switchgear, NAS JRB New Orleans, LA						0
	Pre-Proposal Inquiries (PPI) are due 10 calendar days before proposal due date.						0
							0
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.			24. UNITED STATES OF AMERICA			25. TOTAL	0
			BY:			CONTRACTING/ORDERING OFFICER	26. DIFFERENCES
27a. QUANTITY IN COLUMN 20 HAS BEEN							
<input type="checkbox"/> INSPECTED	<input type="checkbox"/> RECEIVED	<input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:					
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			28. SHIP. NO.	29. D.O. VOUCHER NO.	30. INITIALS		
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR		
				31. PAYMENT	34. CHECK NUMBER		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.			<input type="checkbox"/> COMPLETE	35. BILL OF LADING NO.			
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			<input type="checkbox"/> PARTIAL			
				<input type="checkbox"/> FINAL			
37. RECEIVED AT	38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.	

**SCHEDULE OF SUPPLIES/SERVICES**

The Offeror agrees to perform the work required at the proposed Firm Fixed Price specified below in strict accordance with the terms and conditions regulatory requirements of this solicitation, as well as those specified in the original contract which this task order will be issued, if this offer is accepted by the Government in writing within 120 calendar days after the date offers are due. Proposal should include all labor, equipment, materials, lower-tier subcontractors, and supplies necessary to complete the activities specified in the solicitation. The Offeror agrees to furnish any required performance and payment bonds.

<b>Contract Line Items / Schedule of Supplies and Services</b>		
<b>CLIN 0001: Base Bid</b>	<b>P520 Distribution Switchgear</b>	\$ _____
<u>Basis of Bid for Item 0001</u> – shall be in accordance with the specifications provided.		
<b>CLIN 0002: Bid Option 1</b>	<b>Fire Alarm System</b>	\$ _____
<u>Basis of Bid for Item 0001</u> - shall be in accordance with the specifications provided.		
<b>CLIN 0003: Bid Option 2</b>	<b>Redundant HVAC Unit</b>	\$ _____
<u>Basis of Bid for Item 0002</u> - shall be in accordance with the specifications provided.		
<b>CLIN 0004: Bid Option 3</b>	<b>DC batteries, battery charger, DC panel board, ventilation fans, hydrogen gas detector, and eye-wash in lieu of AC control power and capacitor trip device for the MV breaker controls. Design control house footprint</b>	\$ _____
<u>Basis of Bid for Item 0003</u> - shall be in accordance with the specifications provided.		
<b>CLIN 0005: Bid Option 4</b>	<b>AMI Metering System</b>	\$ _____
<u>Basis of Bid for Item 0004</u> - shall be in accordance with the specifications provided.		
<b>CLIN 0006: Bid Option 5</b>	<b>Temporary portable generators during outage</b>	\$ _____
<u>Basis of Bid for Item 0005</u> - shall be in accordance with the specifications provided.		
<b>CLIN 0007: Bid Option 6</b>	<b>Stainless Steel material in lieu of powder-coated steel as control house envelope</b>	\$ _____
<u>Basis of Bid for Item 0006</u> - shall be in accordance with the specifications provided.		

<b>CLIN 0008: Bid Option 7</b>	<b>Demolition of existing switchyard</b>	\$ _____
<u>Basis of Bid for Item 0007</u> - shall be in accordance with the specifications provided.		
<b>Grand Total (Total for Items 0001 through 0008):</b>		\$ _____

**The evaluation of price consists of the Grand Total price for CLINs 0001-0008.** In the event of a math error in the Grand Total, the total evaluated price will be calculated using the pricing per line item.

The Government intends to evaluate all options and has included the provision of FAR 52.217-5, Evaluation of Options (JUL 1990). In accordance with FAR 52.217-5, Evaluation of Options will not obligate the Government to exercise option(s). A firm- fixed-price is required for the bid item. No provision is made for economic price adjustment.

The Government may exercise CLINs 0002-0008 (Bid Options 1 through 7) at time of task order award. If the option is not exercised at time of contract award, the Government may exercise option item within 365 days from date of task order award.

All post award submittals and correspondence shall be directed to the office identified in Block 14 of the DD Form 1155. Specific point of contact is:

(Contact info to be completed at time of award)

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## SECTION 00100 – INSTRUCTIONS TO OFFERORS

### I. INTRODUCTION

#### A. GENERAL INFORMATION

This task order acquisition will be restricted to the 2021 West AO Multiple Award Construction Contract (MACC) N69450-21-D-0064/0065/0066/0067/0068/0069/0070 and N69450-22-D-0025/0026 awardees only.

This is a directed solicitation to the MACC holders only. An automated message is delivered to the person(s) whose email address is on file for each MACC holder. It is up to each contractor to ensure these points of contact (POC) are kept up to date. Amendments will be upload in the Procurement Integrated Enterprise Environment (PIEE) Solicitation directly to the MACC holders POC.

All terms and conditions of the 2021 West AO Multiple Award Construction Contract (MACC) N69450-21-D-0064/0065/0066/0067/0068/0069/0070 and N69450-22-D-0025/0026 apply to this solicitation.

#### B. Pre-Proposal Inquiries (PPI's)

All pre-proposal inquiries (PPIs) must be submitted in writing via a “Bidder Inquiry” in ProjNet at [www.projnet.org/projnet](http://www.projnet.org/projnet). The bidder inquiry key for this solicitation is **52MT3P-MRRG4Q**. Be sure to select “NAVFAC” as the agency in the dropdown menu. All questions shall be submitted **at least ten (10) calendar days prior to the closing date of the solicitation** in order to permit adequate time to reply to the inquiry. Answers will be made via ProjNet; however, answers **do not** amend the solicitation. Any changes to the solicitation will be made via a formal amendment to the RFP.

All offerors are encouraged to register on ProjNet for alerts and to stay abreast of bidder inquiries and Government responses that are posted in reference to this solicitation. Only self-registered users on ProjNet can submit and review inquiries. A “how to” guide has been provided via **Attachment A**. Those submitting inquiries will receive a system generated e-mail notification when their inquiry has been processed and responded to. Notifications are not made to registered users when a new inquiry is posted. It is the offeror's responsibility to monitor for inquiries and responses.

#### C. Pre-Proposal Conference and Site Visit

An organized site visit has been scheduled for **May 17, 2023 at 09:00AM (CT)**. Please see clause **52.236-27** for additional details.

**NOTE: On the day of the site visit, please ensure you arrive 1-2 hours in advance to allow for any unexpected delays at the Base gate.**

### II. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals submitted in response to this RFP must be received no later than **3:00 PM Eastern Time on June 14, 2023.**

Proposals must be received in the **Procurement Integrated Enterprise Environment (PIEE) Solicitation no later than the date and time stated above. Hard copies will not be accepted.** The Offeror’s proposal must include all data and information required and must be submitted in accordance with these instructions. The Offeror shall be compliant with the requirements stated herein, for non-compliance may result in your

proposal being rejected as non-responsive. **You are highly advised to submit at least one day prior to avoid late submission (See FAR 15.208(b)(1)(i)).**

In response to this request for proposal, the complete proposal shall include both the Price Proposal and Non-Price Proposal submitted as two separate Adobe PDF electronic copy and organized as follows:

**A. Price Proposal**

- Tab 1 – Executed DD1155
- Tab 2 – Original Bid Bond (SF-24)
- Tab 3 – Acknowledgment of all amendments
- Tab 4 – Current registration on the SAM Website, [www.sam.gov](http://www.sam.gov). Representations & Certifications required by Section 00600 of the RFP
- Tab 5 – FAPIIS Certification
- Tab 6 – VETS-4212 registration (or statement that offeror is not required to submit a report)

**B. Non-Price Proposal**

- Factor 1 – Experience
- Factor 2 – Technical Approach
- Factor 3 – Past Performance

The entire Non-Price proposal shall not exceed 16 single-sided pages (or 8 double-sided) in length utilizing a minimum Arial Font of 11 with pages numbered. Title page, table of contents, dividers and any pages specifically excluded under each factor do not count towards the total page count and should not be numbered. If page count exceeds 16 single-sided pages (or 8 double-sided), only the first 16 single-sided pages (or 8 double-sided) will be reviewed. There is no page limitation on the Price proposal.

**The front of each proposal should clearly state:**

- Type of Proposal (Price or Non-Price Proposal)
- RFP Number and Title of Project
- Offeror’s Name

**Offerors shall include the following information with their proposal:**

- Authorized negotiator’s Point of Contact (POC)
- POC telephone number
- POC email address
- SAM Unique Entity Identifier (UEI) Number (offeror and any team members)
- CAGE Code
- TIN

Electronic proposals shall be uploaded to the Procurement Integrated Enterprise Environment (PIEE) portal: <https://piee.eb.mil/> and under solicitation N69450-23-R-DC18. Proposals shall be separately attached files and shall be labeled “Price Proposal and Non-Price Proposal” accordingly. Both files shall be Adobe PDF formatted with a combined size not to exceed 10 MB.

The offeror’s proposal must include all data and information required by the solicitation and must be submitted in accordance with these instructions. The offeror shall be compliant with the requirements as

stated herein, for non-conformance may result in an unfavorable proposal evaluation.

**TIMELY RECEIPT OF PROPOSALS**

PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST FOR PROPOSAL MUST BE RECEIVED NO LATER THAN THE DATE AND TIME SPECIFIED. Proposals not received by the time and date specified shall be treated in accordance with FAR 52.215-1 “Instruction to Offerors - Competitive Acquisitions” and may be rejected.

**Incurred Expenses** - The Government is not responsible for any costs incurred or associated with preparation and submission of a proposal in response to this solicitation.

**No Alternate or Multiple Proposals** - Neither multiple proposals, nor proposal variations or options, nor alternate or alternative proposals will be considered in the evaluation.

**III. PROJECT INFORMATION**

This acquisition will result in the award of a Firm-Fixed Price (FFP) Design Bid Build task order for P520 Distribution Switchgear, Naval Air Station (NAS), Joint Reserve Base (JRB), New Orleans, Louisiana.

The general scope of this requirement is to provide backup power to the base when needed and help increase the life of the existing distribution switchgear. The new 15KV switchgear will be located in a secure area of the base, which will increase hardening of the electrical system. The new switchgear will be configured to allow up to (2) generators to connect via new manual transfer switching. At the end of the project, the existing switchgear will demolished and the circuit feeders from this location removed to the nearest connection point. The new switchgear will be required to be elevated 3 feet above grade for flood protection.

The estimated project magnitude is between \$5,000,000 and \$10,000,000 a period of performance of 532 calendar days. The days are figured from date of task order award and includes the initial 15 days required for submission and approval of insurance, bonding and other requirements as set forth in the task order.

The CLIN description is as follows:

CLIN 0001	Base Bid	P520 Distribution Switchgear
CLIN 0002	Bid Option 1	Fire Alarm System
CLIN 0003	Bid Option 2	Redundant HVAC Unit
CLIN 0004	Bid Option 3	DC batteries, battery charger, DC panel board, ventilation fans, hydrogen gas detector, and eye-wash in lieu of AC control power and capacitor trip device for the MV breaker controls. Design control house footprint
CLIN 0005	Bid Option 5	AMI Metering System
CLIN 0006	Bid Option 6	Temporary portable generators during outage
CLIN 0007	Bid Option 7	Stainless Steel material in lieu of powder-coated steel as control house envelope
CLIN 0008	Bid Option 8	Demolition of existing switchyard

## SECTION 00150- EVALUATION/BASIS OF AWARD

### I. EVALUATION

This acquisition utilizes ordering procedures in accordance with Federal Acquisition Regulation (FAR) 16.505.

1. In accordance with the Federal Acquisition Regulation, the Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the proposal determined to represent the best value—the proposal most advantageous to the Government, cost/price and other factors considered.
2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
3. The best value continuum selection process to be used for this acquisition is the Tradeoff Process as described in FAR 15.101-1. The tradeoff process is selected as appropriate for this acquisition because the Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.
4. As stated in the solicitation, all technical factors when combined are of equal importance to the performance confidence assessment (past performance) rating; and all technical factors and the performance confidence assessment (past performance) rating, when combined are approximately equal to price.
5. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. An Unacceptable rating in any of the non-price factors will result in an overall rating of “Unacceptable” for the non-price factors, unless corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal.
6. The Contractor’s technical proposal, including revisions and amendments, made prior to contract award and a copy of which is in the possession of both parties, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text. Any deficiencies found in the contractor’s proposal must be corrected to meet the contract specification requirements in order to be eligible for award.

#### **Instructions to Offerors:**

FAR Part 9.6 defines Contractor team arrangements. Contractor team arrangement, as used in this subpart, means an arrangement in which -- (1) Two or more companies form a partnership or joint venture to act as a potential prime Contractor; or (2) A potential prime Contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent /LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent/LLC/LTD member companies will have meaningful involvement in the performance of the contract in order for the experience information of the affiliate/subsidiary/parent/LLC/LTD member companies to be considered. The proposal shall state specific commitments of technical resources (e.g., personnel, management, equipment that the affiliate/subsidiary/parent/LLC/LTD member companies shall commit to the performance of this contract). In

particular, the proposal shall clearly state the specific commitments of resources of the affiliate/subsidiary/parent/LLC/LTD member companies in terms of the work it will either self-perform or manage on behalf of the Offeror in the performance of the contract.

Vague commitments to support are likely insufficient; rather, they must demonstrate intent/manner of actual performance on the contract action being solicited.

The Offeror shall submit a signed copy of partnership agreement, teaming agreement, or letter of commitment for each member of the Offeror's team (e.g., partner, team member, subcontractor, parent company, subsidiary, or other affiliated company, etc.) whose projects are submitted to demonstrate Construction or Design Experience. The Government will not consider any project submitted for Factor 1 if it was performed by a firm other than the Offeror and there is no supporting partnership agreement, teaming agreement, or letter of commitment. **Additional joint venture agreements are not permitted on MACC Task Orders.** Note: See specific restrictions on the use of subcontractor experience under Factor 1.

## II. EVALUATION FACTORS FOR AWARD

The Proposed Task/Delivery Order will be awarded to the responsible offeror offering the best value to the Government utilizing the Tradeoff selection methodology in accordance with FAR 15.101-1. To make a determination of Best Value, the Government shall evaluate each offeror on the following criteria:

- Factor 1 – Experience
- Factor 2 – Technical Approach
- Factor 3 – Past Performance

The relative order of importance of the non-cost/price evaluation factors is that Factor 3 will only be rated Acceptable or Unacceptable. In determining the best value award decision, the government will consider Factors 1-3 and price. The combined non-cost/price factors are approximately equal to price.

### **Factor 1 – Experience:**

(a) Solicitation Submittal Requirements:

The Offeror shall submit the following information:

- (1) Construction Experience:

Submit a minimum of one (1) and a maximum of two (2) construction projects that demonstrate experience with installation of an electrical distribution control house and electrical utility service feeders. The electrical distribution control house must (1) be medium voltage ( $\geq 4,160V$ ) on both supply side and load side, (2) include primary metering and (3) contain medium voltage switchgear that controls and protects medium voltage customer owned distribution feeders. If the Offeror does not have relevant experience with installation of an electrical distribution control house and electrical utility service feeders, the Offeror may submit relevant experience from a subcontractor they plan to use.

Submit a minimum of one (1) and a maximum of two (2) construction projects that demonstrate experience with installing electrical utility feeder conduits through a horizontal directional drilling (HDD) method. If the Offeror does not have relevant experience with installing electrical utility feeder conduits through a horizontal directional drilling (HDD) method, the Offeror may submit relevant experience from a subcontractor they plan to use.

Relevant projects demonstrating experience with the particular subsurface conditions present in New Orleans may be rated higher.

Projects submitted for the Offeror shall be completed within the past five (5) years of the date of issuance of this RFP.

A project is defined as a construction project performed under a single task order or contract. For multiple award and indefinite delivery/indefinite quantity type contracts, the contract as a whole shall not be submitted as a project; rather Offerors shall submit the work performed under a task order as a project.

The attached Construction & Design Experience Project Data Sheet (Attachment B) is MANDATORY and SHALL be used to submit project information. If the same project is being used to demonstrate construction and design experience, submit separate Project Data Sheets for construction and design. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one (1) double-sided page (or two (2) single-sided pages).

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP (i.e., unique features, area, construction methods).

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects must be submitted for all Joint Venture members. Offerors are still limited to no more than (4) projects for relevant experience.

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract.

The Offeror may utilize experience of a subcontractor that will perform major or critical aspects of the requirement to demonstrate construction experience under this evaluation factor. The Offer must provide a letter of commitment and an explanation of the meaningful involvement that the subcontractor will have in performance of this contract.

**(b) Basis of Evaluation:**

The basis of evaluation will include the Offeror's demonstrated experience and depth of experience in performing relevant construction projects as defined in the solicitation submittal requirements. The assessment of the Offeror's relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. The Government will only review four projects for construction. Any projects submitted in excess of two (2) for experience installing an electrical distribution control house and electrical utility service feeders and two (2) for experience in installing electrical utility feeder conduits through a HDD method will not be considered.

**Factor 2 – Technical Approach:**

**(a) Solicitation Submittal Requirements:**

(1) Provide a narrative describing the project specific requirements that meets the requirements of the RFP and that demonstrates the Offeror's ability to successfully perform this Distribution Switchgear project. Include the following:

1. Approach for identifying utilities including working in areas of high density and managing relocations.
2. Approach to horizontal directional drilling including developing the design and installation.
3. Approach to minimize impacts to existing storm water features and to minimize the impact of construction activity on operations and neighboring facilities.

Narrative shall not exceed two (2) double-sided pages (or four (4) single-sided pages).

(b) Basis of Evaluation:

The Government will evaluate the narrative considering the extent to which the Offeror demonstrates a clear understanding of the engineering requirements of the project. The Government will evaluate the Offeror's project specific requirements to determine adherence to the technical requirements of the RFP.

**Factor 3 – Past Performance:**

(a) Solicitation Submittal Requirements:

If a completed Contractor Performance Assessment Reporting System (CPARS) evaluation is available, it shall be submitted with the proposal for each project included in Factor 1 for construction experience. If there is not a completed CPARS evaluation, then submit Past Performance Questionnaires (Attachment C) for each project included in Factor 1 for Construction Experience. The Offeror should provide completed Past Performance Questionnaires (PPQ) in the proposal. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror shall complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). The Government may make reasonable attempts to contact the client noted for that project(s) to obtain the PPQ information. However, Offerors should follow-up with clients/references to help ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Contract Specialist via email ?@navy.mil.

Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 1 – Experience. Offerors may also address any adverse past performance issues. Explanations shall not exceed two (2) double-sided pages (or four (4) single-sided pages) in total.

The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the Offeror's references or the references unwillingness to provide the information requested may affect the Government's evaluation of this factor.

Performance award or additional information submitted will not be considered.

(b) Basis of Evaluation:

This evaluation will consider how well the Offeror's team performed on relevant projects submitted under Factor 1 – Experience and may also consider past performance on other projects currently documented in known sources."

The Government will consider the recency and relevance of the information, the source of the information, context of the data, and general trends in the Contractor's performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the Offeror's team's past performance will be used as a means of evaluating the Offeror's team's probability to successfully meet the requirements of the RFP.

Offerors lacking relevant past performance history will receive a NEUTRAL Confidence rating.

**Pricing:**

(a) Solicitation Submittal Requirements:

(i) Executed DD1155. Offeror shall insert their MAC contract number in Block 1, its company name, address, DUNS Number, CAGE Code, Federal Tax ID number, and telephone number in Block 9, signature, name and title of person authorized to sign and date signed in Block 16, and the price proposed on for all CLINs included in the Schedule of Supplies/Services. Price shall be considered available for award, based on the number of calendar days from award as stated on page 2-3 of the DD1155.

(ii) Acknowledgement of all amendments (if applicable).

(iii) Bid bond (SF-24). Offeror shall submit a bid bond (SF24) in the amount of 20% of your total project bid price or \$3,000,000 whichever amount is less.

(iv) SAM registration. Offeror shall ensure current registration on the SAM website, [www.sam.gov](http://www.sam.gov), including Annual Representations and Certifications, are complete and updated for this procurement. If a Representation or Certification required by Section 00600 of the RFP is not provided in SAM, include the Representation or Certification in your price proposal.

(v) Federal Awardee Performance and Integrity Information System (FAPIS). Offeror shall ensure FAPIS Certification as required by FAR 52.209-7, Information Regarding Responsibility Matters (October 2018) is current through maintaining an active registration in the System for Award Management (SAM). Note: FAPIS.gov is now responsibility/qualification information on SAM.gov.

(vi) VETS-4212 registration. Offeror shall ensure a current VETS-4212 report has been submitted to the Department of Labor website <https://www.dol.gov/agencies/vets/programs/vets4212>, 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 if your company is required to submit a VETS-4212 report and to request an email confirmation of submission.

**Note:** The bid bond, SAM, and VETS-4212 registrations must be in the name/CAGE/SAM Unique Identifier Number of the offeror identified on the DD1155.

(b) Basis of Evaluation:

The Government will evaluate price based on the total price. Total price consists of all CLINs included in the Schedule of Supplies/Services. Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

## SECTION 00600 – REPRESENTATIONS AND CERTIFICATIONS

All terms and conditions of Section 00600 of the MACCs N69450-21-D-0064/0065/0066/0067/0068/0069/0070 and N69450-22-D-0025/0026 apply to this solicitation.

### CLAUSES INCORPORATED BY REFERENCE

52.215-1 -- Instructions to Offerors -- Competitive Acquisition (NOV 2021).

### CLAUSES INCORPORATED BY FULL TEXT

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

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

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

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

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

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

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

(4) The Government has marked the record ``Active". Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

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

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

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

prepared to provide the following information:

- (1) Company legal business name.
  - (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (3) Company physical street address, city, state, and Zip Code.
  - (4) Company mailing address, city, state and Zip Code (if separate from physical).
  - (5) Company telephone number.
  - (6) Date the company was started.
  - (7) Number of employees at your location.
  - (8) Chief executive officer/key manager.
  - (9) Line of business (industry).
  - (10) Company headquarters name and address (reporting relationship within your entity).
- (d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of Provision)

#### 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

## 52.209-7 Information Regarding Responsibility Matters (Oct 2018)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-11 – Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Feb 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it--

(1) Has  filed all Federal tax returns required during the three years preceding the certification;

(2) Has not  been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not , more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment

agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation (May 2021)

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

#### 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

##### (a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>.

##### (c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved
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-----	-----	-----	-----	-----	-----
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(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

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## SECTION 00700 - CONTRACT CLAUSES

All terms and conditions of Section 00700 of the MACCs N69450-21-D-0064/0065/0066/0067/0068/0069/0070 and N69450-22-D-0025/0026 apply to this solicitation.

### CLAUSES INCORPORATED BY REFERENCE:

52.204-2, Security Requirements (MAR 2021)  
52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)  
52.216-32, Task-Order and Delivery-Order Ombudsman (Sept 2019)  
52.222-55, Minimum Wages Under Executive Order 14026 (Jan 2022)  
52.225-11, Buy American-Construction Materials Under Trade Agreements (DEC 2022)  
52.225-12, Buy American Requirement—Construction Materials Under Trade Agreement (MAY 2014)  
52.228-15, Performance and Payment Bonds—Construction (JUN 2020)  
252.204-7020, NIST SP 8000-171 DoD Assessment Requirements (MAR 2022)

### CLAUSES INCORPORATED BY FULL TEXT:

52.211-10 Commencement, Prosecution, and Completion Of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within **(15)** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **532** calendar days from notice to proceed. The time stated for completion shall include final cleanup of the premises.

\*\*Notice to proceed is the date of task order award in terms of establishing the contract completion date (CCD).

(End of Clause)

52.211-12-- Liquidated Damages – Construction (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$944** for each calendar day of delay until the work is completed or accepted. The liquidated damages apply to the base bid and Options 1 through 7.

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

(End of Clause)

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 365 days of task order award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

52.222-23 --Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)

- (a) The offeror’s attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

<b>Goals for Minority Participation for Each Trade</b>	<b>Goals for Female Participation for Each Trade</b>
<b>27.7%</b>	<b>6.9%</b>

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

- (c) The Contractor’s compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

- (1) its implementation of the Equal Opportunity clause,
- (2) specific affirmative action obligations required by the clause entitled “Affirmative Action Compliance Requirements for Construction,” and
- (3) its efforts to meet the goals.

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

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

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer’s identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;

- (4) Estimated starting and completion dates of the subcontract; and
  - (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the “covered area” is Plaquemines Parrish, Louisiana.

(End of Provision)

52.228-1 BID GUARANTEE (SEP 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-
- (c) The amount of the bid guarantee shall be **20** percent of the bid price or **\$3,000,000**, whichever is less.-
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

52.236-4 -- Physical Data (Apr 1984)

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

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by – **Refer to specifications, as applicable**
- (b) Weather conditions – **Refer to specifications, as applicable**
- (c) Transportation facilities – **Refer to specifications, as applicable**

(End of Clause)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

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

(b) An organized **site visit** has been scheduled for— **17 May 2023, 09:00 AM CT.**

Please provide a list of prospective attendees not later than **5 May 2023 by 12:00 PM (Noon) ET** to [cynthia.a.mcmonigle.civ@us.navy.mil](mailto:cynthia.a.mcmonigle.civ@us.navy.mil) and copy [lindsay.e.betteridge.civ@us.navy.mil](mailto:lindsay.e.betteridge.civ@us.navy.mil); include the individual's full name, company, and contact information.

(c) All MACC holders are invited to attend the site visit for the project. Offerors participating in the site visit will not be compensated for their participation. There will only be one scheduled site visit for this solicitation.

(d) Participants will meet at – **Public Works Bldg. #552, Bloski Ave, NAS-JRB**  
**Base address: 400 Russel Ave, NAS-JRB, Belle Chasse LA, 70143.**

It is strongly recommend attendees allow for delays at the front gate to be able to arrive at the Conference no later than 9:00 AM CT. This is the only site visit date. Individual request to re-visit at a later date will not be considered.

**NOTE:** On the day of the site visit, please ensure you arrive 1-2 hours in advance to allow for any unexpected delays at the Base gate.

252.223-7999 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (DEVIATION 2021-O0009) (OCT 2021)

(a) Definition. As used in this clause –

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

N/A

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

**Navy Construction/Facilities Management (NAVCON)**

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

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

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

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

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

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<b>N68732</b>
Issue By DoDAAC	<b>N69450</b>
Admin DoDAAC**	<b>N69450</b>
Inspect By DoDAAC	<b>TBD</b>
Ship To Code	<b>TBD</b>
Ship From Code	<b>N/A</b>
Mark For Code	<b>N/A</b>
Service Approver (DoDAAC)	<b>N/A</b>

Data    (4)	Service Acceptor (DoDAAC)	N/A	Routing Table*    Payment request. Contractor
	Accept at Other DoDAAC	TBD	
	LPO DoDAAC	TBD	
	DCAA Auditor DoDAAC	N/A	
	Other DoDAAC(s)	TBD	

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

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

(g) WAWF point of contact.

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

**Inspector: Will be provide in TO**

**Acceptor: Will be provide in TO**

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

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

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

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

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

Title	File	Drawing No.
03b NAS JRB NOL Switchgear LID REPORT RTA	20210602	
05 NAS JRB NOL Switchgear GeotechReport RTA Sealed	20210519	
07 NAS JRB NOL Switchgear TOPO SURVEY	20201208 (1)	
02 NAS JRB NOL Switchgear DWGS RTA Sealed	20210602	
03 NAS JRB NOL Switchgear SPECS RTA	20210602	
03a NAS JRB NOL Switchgear LID DATA RTA	20210602 (1)	

(End of clause)

## SECTION 00830 - WAGE DETERMINATION

"General Decision Number: LA20230052 01/20/2023

Superseded General Decision Number: LA20220052

State: Louisiana

Construction Type: Building

Counties: Plaquemines, St Charles, St James and St John the Baptist Counties in Louisiana.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023

ASBE0053-001 08/29/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.20	9.62

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ELEC0130-010 12/05/2022

	Rates	Fringes
ELECTRICIAN (Including Communication Technician and Low Voltage Wiring).....	\$ 32.75	14.51

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ELEV0016-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.83	37.335+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

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

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ENGI0406-002 07/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane).....	\$ 23.46	8.35

CRANE PREMIUMS:  
50-150 Tons           \$1.75  
Over 150 Tons       \$2.25

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IRON0623-021 01/01/2023

	Rates	Fringes
IRONWORKER (REINFORCING AND STRUCTURAL).....	\$ 33.25	12.22

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PAIN1244-006 09/01/2022

	Rates	Fringes
GLAZIER.....	\$ 23.41	11.65

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PAIN1244-012 12/01/2021

	Rates	Fringes
PAINTER (SPRAY, Excluding Drywall Finishing/Taping).....	\$ 18.83	9.48

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PLAS0567-001 08/01/2022

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.47	7.97

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\* PLUM0060-009 06/06/2022

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and Unit Installation;		

Excluding Installation of  
 HVAC Temperature Controls).....\$ 31.20           13.65  
 PLUMBER (Installation of HVAC  
 Temperature Controls;  
 Excluding HVAC Pipe and Unit  
 Installation).....\$ 31.20           13.65

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 SHEE0214-009 09/01/2013

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 26.71	11.93

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 \* SULA2012-037 09/22/2014

	Rates	Fringes
BRICKLAYER.....	\$ 18.88	0.00
CARPENTER (Form Work Only).....	\$ 15.00 **	0.00
CARPENTER, Excludes Drywall Hanging and Metal Stud Installation, and Form Work.....	\$ 19.25	2.73
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 18.35	4.33
LABORER: Common or General.....	\$ 13.28 **	0.00
LABORER: Mason Tender - Brick...	\$ 12.39 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.03	0.00
PAINTER (BRUSH AND ROLLER), Excludes Drywall Finishing/Taping.....	\$ 18.95	8.91
PAINTER: Drywall Finishing/Taping.....	\$ 18.63	3.43
ROOFER.....	\$ 16.77	5.66
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 20.66	0.00
SPRINKLER FITTER (Fire Sprinklers).....	\$ 20.98	5.46
TILE SETTER.....	\$ 20.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.00 **	0.00

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

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 \*\* Workers in this classification may be entitled to a higher  
 minimum wage under Executive Order 14026 (\$16.20) or 13658  
 (\$12.15). Please see the Note at the top of the wage  
 determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
 for Federal Contractors applies to all contracts subject to the  
 Davis-Bacon Act for which the contract is awarded (and any  
 solicitation was issued) on or after January 1, 2017. If this  
 contract is covered by the EO, the contractor must provide  
 employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"