PROPOSAL PREPARATION

All contractors shall propose on each Request for Proposal (RFP) issued under this contract, unless a written determination is forwarded to the Contracting Officer/Ordering Officer which documents why a contractor is unable to propose. This written determination will be forwarded to the Contracting Officer/Ordering Officer within 5 days after receipt of the RFP.

GENERAL REQUIREMENTS

All terms and conditions of N40080-24-D-0006/0007/0008/0009/0010/0011/0012/0013 Indefinite Delivery Quantity Contract apply to this solicitation. Please review your MACC award document for guidance on contract clauses and requirements that may pertain to this order. All contract clauses in the Basic Contract by reference or full text remain in effect unless superseded by this task order. You are responsible to adhere to all applicable clauses, even if they are not stated in this RFP package or the Task Order award document. For clarification on any clause or other contractual issues, please contact the POC as listed above.

Amendments will be sent directly via email to MACC Holders. The opportunity shall be posted to SAM.GOV limited to the above listed MACC holders.

NAVFAC Solicitation Number: N4008023R0022-X017

NAVFAC Project No.: 6069409

Project CMMC Level: Level 1

Title: Design-Build for Exchange Substation Switch Gear Conversion

Location of the Work: Exchange Switching Station behind Bldg. 1019 on MCB Quantico, VA

Description of the Work: This Design-Build (DB) project is for the purpose of replacing the existing 23.2 kV switchgear at Exchange Switching Station behind Bldg. 1019 located on Marine Corps Base Quantico, VA.

Estimated Budget Amount or Price Range: In accordance with FAR 36.204 (or DFARS 236.204, depending on project size) Disclosure of the Magnitude of Construction Projects, the estimated price range for this project is between $1,000,000 and $5,000,000.

NAICS CODE: 236220 – Commercial and Institutional Building Construction

Time for Completion: In accordance with FAR 52.211-10 Commencement, Prosecution, and Completion of Work, the Government desires completion of construction within **540** calendar days after award (includes 15 calendar days for submission and approval of bonds and insurance).

Wage Determination: Department of Labor (DoL) General Decision Number DBA WD VA20260162-02 (2026.01.16) applies to this work. See Attachment B. Should this wage determination be modified by DoL prior to award, the most current wage determination will be incorporated at the time of award. The wage determination version in effect at the time of award shall apply to the work performed under this contract.

Liquidated Damages: In accordance with FAR 52.211-12 Liquidated Damages – Construction, Liquidated Damages will be assessed in the amount of **$1,850.00** for each calendar day of delay until the work is completed or accepted.

Utilities: The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

Record Shop Drawings: In accordance with FAR 52.236.21 Specifications and Drawings for Construction, record shop drawings are required. Reproducible copies of these record drawings are not required.

Bond Requirements: In accordance with FAR 52.228-1 Bid Guarantee**,** each offeror shall submit with its offer a bid guarantee. The amount of the bid guarantee shall be **20** percent of the bid price or $3,000,000, whichever is less. Failure to furnish a bid guarantee in the proper form and amount, by the time set for proposal submissions, may be cause for rejection of the bid.

In accordance with FAR 52.228-15 Performance and Payment Bond – Construction, Performance and Payment Bonds are required from the awardee and shall be submitted for approval to the Contracting Officer within 10 days after award of the Task Order. Failure to submit an electronic copy of your bid bond with your proposal will result in your proposal being deemed non-responsive and your proposal removed from consideration.

Proposal Acceptance Period: Proposal acceptance period shall be **120** days from receipt of offers.

Site Visit: All MACC holders are invited to attend Site Visit for the project. Information is below:

Site visit is scheduled for **Tuesday, 28 April 2026 at 10:00 a.m.** There will only be one Government sponsored site visit. For additional questions, please contact the site visit POC at: anthony.l.coniglio2.civ@us.navy.mil.

Pre-Proposal Inquiry (PPIs): Offerors who determine that the technical and or contractual requirements of this RFP require clarification(s) in order to permit submittal of a responsive proposal shall submit all questions in writing. All inquiries must be made in writing and shall be submitted via email to anthony.l.coniglio2.civ@us.navy.mil no later than **fourteen (14) calendar days prior to the proposal due date** with inquiries attached as **an Excel document (no tables please**) Attachment D. Do not submit the same inquiry more than once. Please verify that inquiries submitted by you on behalf of your subcontractors are not duplicates. A response will be published via an amendment.

Proposal Due Date: Thursday, 14 May 2026 no later than 2:00 p.m. Eastern Daylight Savings Time. LATE PROPOSALS WILL NOT BE CONSIDERED.

DELIVERY OF PROPOSAL: Proposals shall be received electronically.

Proposals shall be submitted utilizing the Solicitation Module in the Procurement Integrated Enterprise Environment (PIEE).

Department of Defense (DoW) training for industry partners is available at https://DoWprocurementtoolbox.com/sitepages/solicitation-module.

Additional Web Based Training is available at https://pieetraining.eb.mil/wbt/xhtml/wbt/sol/index.xhtml.

Please allow **SUFFICIENT TIME** for your proposal to be received within the Government's electronic system prior to the proposed cutoff date/time. All proposals must be received prior to the due date and time. Any proposals submitted after the time set for receipt will be documented with the date and hour of receipt and may be held unopened until after award. The file shall be documented in accordance with FAR 15.208.

Facsimile copies and hard copies **will not** be accepted. Hand delivery is **not** allowed.
All amendments, drawings, and specifications will be distributed to the POCs listed on the front page via **PIEE**.

NOTE THE FOLLOWING:

- Any post-award changes to the scope of work, technical specifications, or drawings will be issued on a Standard Form (SF) 30.

- This request does not constitute a notice to proceed nor shall it be considered as a commitment on the part of the Government.

- Any costs incurred prior to issuance of a task order cannot be reimbursed. Offerors will not be reimbursed for any effort or proposal costs resulting from this solicitation.

- Offerors are advised that funding may not become available. If funds are not available, no award will be made as a result of this solicitation.

- If funding becomes available, the successful Offeror will be issued a task order under their contract, as set forth in DFARS 252.216-7006, Ordering.

Basis for Award:

This task order will be awarded on a fair opportunity basis pursuant to FAR 16.505 ordering procedures. The proposed task order will be awarded to the responsible Offeror with the lowest price.

<u>Price Submission</u>

(1) Solicitation Submittal Requirements – Offeror shall submit the following:

(2) Cover page that includes:
  - Solicitation Number & Title
  - Prime Contractor Name, Address, Phone Number, Unique Entity Identifier (UEI), and Cage Code
  - Point of Contact Name, Phone Number, and Email

(3) Price Proposal Form

(4) Amendments Acknowledged (if applicable)

(5) Copy of Representation and Certifications and proof of registration in System for Award Management (SAM)

(6) Confirmation of filing of Veterans' Employment and Training (VETS) VETS-4212 for the 2023/2024 filing cycle

(7) Bid Guarantee

(8) **Basis of Evaluation** – The Government will evaluate price based on the total lump sum price. 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 IGCE.
iii. Comparison of proposed prices with available historical information.
iv. Comparison of market survey results

The Government intends to evaluate proposals and issue a task order without discussions (except clarifications as described in FAR 15.306(a)). Therefore, each initial offer should contain the offeror's best terms from a price standpoint. However, the Government reserves the right to conduct discussions if later determine by the Contracting Officer to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Offerors shall submit electronic proposals (.pdf format) in response to this solicitation.

Offerors shall ensure that the Government has received the electronic proposal prior to the date and time specified.

Offerors shall allow adequate time to upload files which may be slower for non-DoW users and to avoid other technical difficulties that may be encountered. Offerors are also responsible for submitting files in the format specified and consistent with requirements stated elsewhere in this solicitation. Files that cannot be opened or are otherwise missing the required content are the responsibility of the Offeror.

ATTACHMENTS:

- Attachment A - Statement of Work
- Attachment B - Wage Determination
- Attachment C - Bid Schedule
- Attachment D - Pre-Bid Proposal Inquiry Form
- Attachment E - Base Access Request Form
- Attachment F - Form 7300-30 - Contractor's Invoice Template
- Attachment G - Invoice Certification Template
- Attachment H - Contractor's Release Template
- Attachment I - Payment Certification Template
- Attachment J - SF 1442
- Attachment K - Cybersecurity Maturity Model Certification (CMMC) Pre-Award Checklist
- Attachment L - NIST SP 800-171r3

- Attachment M - CMMC Level 1 Self-Assessment Guide

INVOICE PAYMENT INSTRUCTIONS

All invoices for payment must be submitted in accordance with the instructions provided in this contract. To be considered complete and eligible for payment, each invoice must be accompanied by the following supporting documentation:

1. **Completed Contractor's Invoice Form (7300-30)**: The contractor shall complete and sign the attached invoice form (*Attachment F – Form 7300-30 - Contractor's Invoice Template* is included).

2. **Statement of Performance Breakdown**: A detailed breakdown of the work performed for which payment is being requested.

3. **Invoice Certification**: A signed certification confirming that As-Built drawings are current and the work complies with contract requirements (*Attachment G – Invoice Certification Template* is included).

4. **Payment Certification**: A signed certification regarding payments to subcontractors and suppliers, and compliance with the terms and conditions of the contract (*Attachment I – Payment Certification Template* is included).

For the Final Invoice, in addition to the documents listed above, the contractor must also submit a signed Contractor's Final Release of Claim with corporate seal (*Attachment H – Contractor's Release of Claim Template* is included). Invoices submitted without all the required documentation as specified above will be considered incomplete and may be rejected. Rejected invoices will be returned to the contractor for correction and resubmission. Payment timelines will be calculated from the date a complete and correct invoice is received.

CYBERSECURITY MATURITY MODEL CERTIFICATION (CMMC)

The Cybersecurity Maturity Model Certification (CMMC) is a program developed by the Department of War (DoW) to verify that the information systems used by its contractors have the necessary security measures to protect sensitive data. The program is designed to safeguard Federal Contract Information (FCI) and Controlled Unclassified Information (CUI) within the defense industrial base (DIB).

All DoW prime contractors and subcontractors who plan to bid on future contracts that include the CMMC DFARS clause will need to obtain a CMMC certification prior to the contract award.

The CMMC framework has evolved, with the current version being CMMC 2.0, which simplifies the original five-level model into three levels.

<u>CMMC Certification Levels</u>

CMMC 2.0 has three maturity levels, each with a different set of requirements and assessment procedures:

- Level 1 (Foundational): This level is for contractors that handle only Federal Contract Information (FCI). It requires an annual self-assessment against 17 basic cybersecurity practices.

- Level 2 (Advanced): This level is for contractors that handle Controlled Unclassified Information (CUI). It aligns with the 110 security controls of NIST SP 800-171. Depending on the contract, this level may require either a triennial third-party assessment by a CMMC Third-Party Assessment Organization (C3PAO) or an annual self-assessment.

- Level 3 (Expert): This level is for companies that handle CUI for the DoW's highest priority programs. It includes all the requirements of Level 2, plus additional controls from NIST SP 800-172 to protect against advanced persistent threats (APTs). Certification at this level requires a government-led assessment every three years.

<u>How to Get CMMC Certified</u>

For a private contractor, the path to CMMC certification involves a series of steps. The timeline for certification can range from a few months for Level 1 to over a year for Levels 2 and 3, depending on the organization's current cybersecurity posture.

Here is a general roadmap to achieving CMMC certification:

Step	Action
1. Identify Your Required CMMC Level	Determine the CMMC level your organization needs to achieve based on the type of information you handle in your DoW contracts.
2. Conduct a Gap Analysis	Perform a self-assessment to compare your current cybersecurity practices against the requirements for your target CMMC level. This will help you identify any gaps in your compliance.
3. Develop a Plan of Action & Milestones (POA&M)	Create a detailed plan to address the deficiencies found during the gap analysis. The POA&M should outline the tasks, resources, and timeline for remediation.
4. Implement Required Changes	Execute your remediation plan by implementing the necessary security controls, policies, and procedures. This may involve upgrading technology, training employees, and enhancing documentation.
5. Undergo the CMMC Assessment	Once you have implemented the required controls, you will need to undergo the appropriate assessment. For Level 1, this is a self-assessment. For most Level 2 and all Level 3 contracts, you will need to schedule an assessment with an accredited C3PAO.
6. Maintain Continuous Compliance	CMMC certification is not a one-time event. You must maintain your cybersecurity posture through continuous monitoring, regular audits, and staying informed about CMMC updates.

CMMC Accreditation Website: https://cyberab.org/Accreditation/General-Accreditation

CLAUSES

All applicable clauses from the base contract apply to this requirement.

CLAUSES INCORPORATED BY REFERENCE

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

FAR 52.204-25 – Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

FAR 52.204-26 – Covered Telecommunications Equipment or Services--Representation (OCT 2020)

FAR 52.204-27 – Prohibition on a ByteDance Covered Application (JUN 2023)

DFARS 252.225-7966 – Prohibition Regarding Russian Fossil Fuel Business Operations—Representation (Deviation 2024-O0006, Revision 1) (MAR 2024)

DFARS 252.225-7967 – Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1) (FEB 2024)

DFARS 252.204-7012 - Safeguarding Covered Defense Information and Cyber Incident Reporting (MAY 2024)

DFARS 252.204-7019 - Notice of NISTSP 800-171 DoD Assessment Requirements (NOV 2023)

DFARS 252.204-7020 - NIST SP 800-171DoD Assessment Requirements (NOV 2023)

DFARS 252.204-7021 - Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements (NOV 2025)

CLAUSES INCORPORATED BY FULL TEXT

FAR 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 **540** calendar days after award. The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **$1,850.00** for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

FAR 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)

FAR 52.228-15 – Performance and Payment Bonds – Construction (JUN 2020)

(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). 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). 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 6F01, 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)

FAR 52.236-27 – Site Visit (Construction) (FEB 1995)

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

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Anthony Coniglio, Contract Specialist
Address: 2004 Barnett Ave, Quantico, VA 22134
Telephone: (202) 528-2129
Email: anthony.l.coniglio2.civ@us.navy.mil

FAR 52.240-1 Prohibition on Unmanned Aircraft systems Manufactured or Assembled By American Security drone Act – Covered Foreign Entities (NOV 2024)

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

American Security Drone Act-covered foreign entity means an entity included on a list developed and maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act-covered foreign entity.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibition.* The Contractor is prohibited from—

(1) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.);

(2) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.); and

(3) On or after December 22, 2025, using Federal funds for the procurement or operation of a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(c) *Procedures.* The Contractor shall search SAM at https://www.sam.gov for the FASC-maintained list of American Security Drone Act-covered foreign entities prior to proposing, or using in performance of the contract, any unmanned aircraft system. Additionally, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(d) *Exemptions, exceptions, and waivers.* The prohibitions in this clause do not apply where the agency has determined an exemption, exception, or waiver applies and the contract indicates that such a determination has been made. [See sections 1823 through 1825 and 1832 of Public Law 118-31 (41 U.S.C. 3901 note prec.) for statutory requirements pertaining to exemptions, exceptions, and waivers.].

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

(End of clause)

(End of provision)