

From: [OFAM-TASKINGS](#)
To: [BPAM.PMO_TASKS](#); [FMEEEXCSUPPORT](#)
Cc: [REDACTED] (b) (6) [OFAM-TASKINGS](#)
Subject: FW: CBP Tracking 2.0 assignment - Folder 2017-QFR-00016
Date: Monday, June 19, 2017 2:33:37 PM
Attachments: [image001.png](#)
[Primary Passback.docx](#)

FME/BPAM,

Please see QFR attached for your review and comment. ES is requesting our response by 4pm today....

Thank you,

[REDACTED] (b)(7)(E)
Senior Task Manager
Agile Group
Office of Facilities and Asset Management
U.S. Customs and Border Protection
Mobile: [REDACTED] (b)(6)
[REDACTED] (b)(6)

From: Enterprise Services Exec Sec
Sent: Monday, June 19, 2017 2:31 PM
To: OF TASKINGS [REDACTED] (b)(7)(E)
Cc: ACQUISITIONEXECSEC [REDACTED] (b)(7)(E) [OFAM-TASKINGS](#)
[REDACTED] (b)(7)(E) Enterprise Services Exec Sec
[REDACTED] (b)(7)(E)
Subject: FW: CBP Tracking 2.0 assignment - Folder 2017-QFR-00016

Good afternoon OF, OA, OFAM,

Please see this QFR for Primary Review.

Please provide a response by no later than 4 PM today.

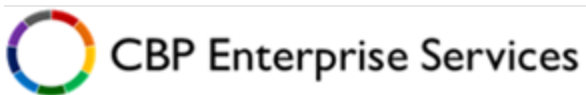
Please specifically review: **28 – USBP and ES**

We understand this is a quick turn-around and we appreciate your work with these QFRs.

Thank you,

[REDACTED] (b)(6)

Enterprise Services ExecSec
Senior Management Council ExecSec
U.S. Customs and Border Protection



From: (b)(6)
Sent: Monday, June 19, 2017 1:34 PM
To: OPRTASKING-CBP (b)(7)(E) Enterprise Services Exec Sec
(b)(7)(E) OSMSS (b)(7)(E)
Cc: CBP Reports-QFRs (b)(7)(E) (b)(7)(E)

(b)(6)

Subject: CBP Tracking 2.0 assignment - Folder 2017-QFR-00016

To: USBP, OS, OPR, ES

Re: Primary Passback - QFRs - Vitiello Judiciary, Building America's Trust Through Border Security: Progress on the Southern Border, folder 2017-QFR-00016

Under attachment type CBP Draft Response, please specifically address the following:

2 – USBP

3b – OS – please provide a general response as OCC has deferred, but anything specific on proposing legislation is not allowed for QFR responses.

4a – USBP

26 b & c – OPR

28 – USBP and ES

Return your response **by COB today, Monday, June 19th** to CBP Reports QFRs.

Folder **2017-QFR-00016** has been assigned to you for action by (b)(6)

(b) (7)(E)

From:
To:
Cc:

(b)(6)

Subject: RE: NEW TASK: CBP Tracking 2.0 assignment - Folder 2017-QFR-00016
Date: Monday, June 26, 2017 2:45:39 PM

Perfect – thanks (b)(6)

(b)(6)

Special Projects Analyst
Agile Group
Office of Facilities and Asset Management
U.S. Customs and Border Protection
Mobile: (b)(6)
(b)(6)

From: (b)(6)

Sent: Monday, June 26, 2017 2:29 PM

To: (b)(6)

Cc: (b)(6)

(b)(6)

Subject: FW: NEW TASK: CBP Tracking 2.0 assignment - Folder 2017-QFR-00016

(b)(6) – Below is a previous response we provided regarding environmental activities for border wall.

Please use as appropriate for C2's talking points. Just want to note that these were coordinated with OCC and EEMD, I'm not sure what (if any) changes were made by OFAM or ES.

Thanks,

(b)(6)

-

Environmental Impact

Question 25a ([wf 1144407](#)): According to the Fish and Wildlife Service, at least 89 endangered or threatened species, 108 species of migratory bird, and four national wildlife refuges could potentially be affected by activities along the border region.

Has CBP reviewed the environmental harms to wildlife, wildlands, and waterways that would be done by construction and maintenance of a border wall?

ANSWER: CBP has conducted significant environmental planning for past fence construction and other border security related actions conducted on the southwest border. Prior environmental planning has resulted in the completion of hundreds of biological studies and numerous environmental assessments. CBP maintains an extensive database of habitat and species information and as a normal course of its environmental planning process, regularly consults with the US Fish

and Wildlife Service on the potential for impacts to habitat, species as a result of implementation of its border infrastructure projects.

CBP's commitment to responsible environmental stewardship remains and the environmental planning process for new border wall would continue to include conducting biological surveys of the areas to be disturbed as a result of border wall and consultation with all appropriate stakeholders including Federal land managers and the US Fish and Wildlife Service to minimize any impacts to habitat and species.

Question 25b: Does CBP have a plan in place to mitigate the damage done to the environment?

ANSWER: As part of its standard environmental planning process, CBP will complete biological surveys in advance of any construction to identify the potential for impacts to biological resources and protected species and habitat. CBP in consultation with the appropriate stakeholders including the US Fish and Wildlife Service and affected Federal land managers will identify appropriate mitigation measures to address habitat loss or impacts to species as well as identify best management practices to be implemented during construction. Following construction, CBP will execute appropriate mitigation such as habitat restoration, habitat creation, or other mitigation strategy as identified through the pre-construction consultation with stakeholders.

From: (b)(6)

Sent: Friday, June 02, 2017 5:08 PM

To: (b)(6)

(b)(6)

Cc: (b)(6)

(b)(6)

Subject: RE: NEW TASK: CBP Tracking 2.0 assignment - Folder 2017-QFR-00016

(b) (5)

From: (b)(6)

Sent: Friday, June 02, 2017 12:18 PM

To: (b)(6)

(b)(6)

Cc: (b)(6)

(b)(6)

(b)(6)

Subject: RE: NEW TASK: CBP Tracking 2.0 assignment - Folder 2017-QFR-00016

All-

(b) (5)

See attached document for revisions.

Thanks.

(b)(6)

Senior Attorney

Office of Assistant Chief Counsel, Indianapolis

Customs and Border Protection

ph. (b)(6)

(b)(6)

This communication might contain communications between attorney and client, communications that are part of the agency deliberative process, or attorney-work product, all of which are privileged and not subject to disclosure outside the agency or to the public. Please consult with the Office of Assistant Chief Counsel-Indianapolis, U.S. Customs and Border Protection before disclosing any information contained in this email.

From: (b)(6)

Sent: Friday, June 02, 2017 11:19 AM

To: (b)(6)

(b)(6)

Cc: (b)(6)

(b)(6)

Subject: RE: NEW TASK: CBP Tracking 2.0 assignment - Folder 2017-QFR-00016

Importance: High

Hi all – Happy Friday! Attached are draft responses, you'll note that I pulled previous responses to similar/identical inquiries for questions regarding just compensation. I also included a note on prioritizing local roads to ensure USBP's response is consistent.

OCC – Copying you for visibility on the below questions. We pulled responses from the recent S1 pass back on April 5 and a recent response to the Domestic Policy Council. Want to make sure we're consistent. Please let us know if you have any edits.

- Questions 23a (wf 1144405): Does DHS plan to use eminent domain to procure the land it needs to build the border wall?
- Question 23c: Is there guidance in place to determine the appropriate amount of "just compensation" to which landowners subject to eminent domain are constitutionally entitled?

(b)(6) (EEMD) and I spoke yesterday and he mentioned they are coordinating responses below. Do you want us to follow-up with him?

- Question 25a (wf 1144407): According to the Fish and Wildlife Service, at least 89 endangered or threatened species, 108 species of migratory bird, and four national wildlife refuges could potentially be affected by activities along the border region and Has CBP reviewed the environmental harms to wildlife, wildlands, and waterways that would be done by construction and maintenance of a border wall?
- Question 25b: Does CBP have a plan in place to mitigate the damage done to the environment?

(b)(6) – We'll get a copy in front of (b)(6) to review.

Our responses are due by COB today.

Thanks,

(b)(6)

From: (b)(6)

Sent: Friday, June 02, 2017 8:59 AM

To: (b)(6)

(b)(6)

Cc: (b)(6)

(b)(6)

Subject: RE: NEW TASK: CBP Tracking 2.0 assignment - Folder 2017-QFR-00016

Hi All,

Just a friendly reminder that this task is due at COB today ☺ Let me know if you have any questions.

Thank you!

(b)(6)

Communications Specialist, Business Operations Division

Strategic Analysis, Inc.

Border Patrol & Air and Marine Program Management Office (BPAM PMO)

Facilities Management & Engineering

(b)(6)

Excel as a trusted strategic partner enhancing Border Patrol's proud legacy.

From: (b)(6)

Sent: Thursday, June 01, 2017 4:33 PM

To: (b)(6)

(b)(6)

Cc: (b)(6)

(b)(6)

Subject: RE: NEW TASK: CBP Tracking 2.0 assignment - Folder 2017-QFR-00016

(b) (5)

From: (b)(6)

Sent: Thursday, June 01, 2017 4:20 PM

To: (b)(6)

Cc: (b)(6)

(b)(6)

(b) (6)

Subject: RE: NEW TASK: CBP Tracking 2.0 assignment - Folder 2017-QFR-00016

10-4, thank you!

(b)(6)

Branch Chief (A), Communications and Workforce Strategy
Border Patrol & Air and Marine (BPAM)
Program Management Office
Facilities Management & Engineering

(b)(6)

From: (b)(6)

Sent: Thursday, June 01, 2017 4:18 PM

To: (b)(6)

Cc: (b)(6)

Subject: FW: NEW TASK: CBP Tracking 2.0 assignment - Folder 2017-QFR-00016

(b)(6) per our conversation, here are the corrected assignments. Can you please pass the ones that are not ours back to tasking? (b)(6) – see below – some are still ours. (b)(6) – Can you hold the pen and consolidate our answers?

(USBP/OCA – BPAM can give suggestions but ultimately prioritization of infrastructure is requirements driven) Question 15b: Which infrastructure projects does CBP consider critical and is there any additional legislative action that we can take to help address these priority projects?

(USBP) Question 21a (wf 1144403): I generally hear positive reports from Arizonans about the good work of the Border Patrol. However, one complaint that I am sure you are aware of is road maintenance; we often hear from ranchers and others that the Border Patrol utilizes local roads for surveillance, but is unable to maintain the same roads. I have since requested a GAO study on border road deterioration and maintenance and look forward to its results. The FY17 Appropriations provided funding for both border road maintenance (\$22,400,000) and border road construction (\$77,400,000).

I understand there are limitations for CBP with regard to border road maintenance, but how will you **prioritize** utilizing these funds to maintain border roads used heavily by the Border Patrol?

(USBP) Question 21b: Another issue I often hear about is border access for your agents. Arizona's rough terrain and intermittent roads hinder the ability of agents to apprehend criminal border crossers or drug runners in a timely fashion. How will new funding for border roads improve this situation?

(USBP/OCA) Question 21c: What else can Congress do to assist in these efforts?

(b)(6) – **will want OCC to review** **Question 23a (wf 1144405):** Following the passage of the

Secure Fence Act in 2006, the U.S. built nearly 700 miles of fencing along federal land in California and Arizona. In Texas, however, most of the land along the U.S.-Mexico border is privately owned. When the government attempted to take parts of that land, many owners sued. The government has spent years litigating the issues, and nearly 100 cases are still open. According to the Government Accountability Office, only about one-third of the land on which the President's proposed border wall would sit is owned by the federal government or Native American tribes.

Does DHS plan to use eminent domain to procure the land it needs to build the border wall?

(b)(6) – will want OCC to review) Question 23c: Is there guidance in place to determine the appropriate amount of "just compensation" to which landowners subject to eminent domain are constitutionally entitled?

(b)(6) EEMD) Question 25a (wf 1144407): According to the Fish and Wildlife Service, at least 89 endangered or threatened species, 108 species of migratory bird, and four national wildlife refuges could potentially be affected by activities along the border region.

Has CBP reviewed the environmental harms to wildlife, wildlands, and waterways that would be done by construction and maintenance of a border wall?

(b)(6) EEMD) Question 25b: Does CBP have a plan in place to mitigate the damage done to the environment?

(ES/USBP – this is what is also says in the doc) Question 28 (wf 1144410): With border apprehensions at a 40 year low, and lower this year than they have been at comparable points in each of the last five years, does it make sense for us to pour resources into border personnel, infrastructure, and surveillance? Is there a coherent strategy for the use of these funds?

(b)(6)

Director, Business Operations Division

Border Patrol & Air and Marine Program Management Office

Facilities Management and Engineering

Office of Facilities and Asset Management

(b)(6)

From: **(b)(6)**

Sent: Thursday, June 01, 2017 3:49 PM

To: **(b)(6)**

(b)(6)

Cc: **(b)(6)**

(b)(6)

Subject: RE: NEW TASK: CBP Tracking 2.0 assignment - Folder 2017-QFR-00016

(b)(6) just gave you a call back.

I believe we have input on the following: 15b, 21a, 21b, 21c, 23a, 23b, 23c, 25a, 25b, 28

OFAM did not assign by PMO, just sent out all marked for OFAM review.

(b)(6)

Branch Chief (A), Communications and Workforce Strategy
Border Patrol & Air and Marine (BPAM)
Program Management Office
Facilities Management & Engineering

(b)(6)

From: (b)(6)

Sent: Thursday, June 01, 2017 3:39 PM

To:

Cc:

(b)(6)

Subject: RE: NEW TASK: CBP Tracking 2.0 assignment - Folder 2017-QFR-00016

(b)(6) Can you give me a call when you get a sec? I don't think some of these should be ours.

Example:

Question 15a ([wf 1144397](#)): It's no secret that the infrastructure at our ports of entry is aging and that CBP needs more funding to build new facilities and maintain existing ones. That is why I was glad to see additional appropriations provided to DHS to address facilities maintenance.

Which ports of entry along the Southern border has CBP prioritized for infrastructure improvements in FY 2017?

Question 21a ([wf 1144403](#)): I generally hear positive reports from Arizonans about the good work of the Border Patrol. However, one complaint that I am sure you are aware of is road maintenance; we often hear from ranchers and others that the Border Patrol utilizes local roads for surveillance, but is unable to maintain the same roads. I have since requested a GAO study on border road deterioration and maintenance and look forward to its results. The FY17 Appropriations provided funding for both border road maintenance (\$22,400,000) and border road construction (\$77,400,000).

I understand there are limitations for CBP with regard to border road maintenance, but how will you prioritize utilizing these funds to maintain border roads used heavily by the Border Patrol?

Question 21b: Another issue I often hear about is border access for your agents. Arizona's rough terrain and intermittent roads hinder the ability of agents to apprehend criminal border crossers or drug runners in a timely fashion. How will new funding for border roads improve this situation?

And some others also...

(b)(6)

Director, Business Operations Division
Border Patrol & Air and Marine Program Management Office
Facilities Management and Engineering
Office of Facilities and Asset Management

(b)(6)

From: (b)(6)

Sent: Thursday, June 01, 2017 3:18 PM

To: (b)(6)

(b)(6)

Cc: (b)(6)

(b)(6)

Subject: FW: NEW TASK: CBP Tracking 2.0 assignment - Folder 2017-QFR-00016

Importance: High

Hi All,

We received some updated guidance on this task:

Per ES guidance, USBP has been added to 4a; OPR has been added to 4c and 5b; OFO has been added to 5c and 5e; OFO has lead on 16a and 16b.

Let me know if you have any questions!

Thanks,

(b)(6)

Communications Specialist, Business Operations Division
Strategic Analysis, Inc.
Border Patrol & Air and Marine Program Management Office (BPAM PMO)
Facilities Management & Engineering
Mobile: (b) (6)

(b) (6)

Excel as a trusted strategic partner enhancing Border Patrol's proud legacy.

From: (b)(6)

Sent: Thursday, June 01, 2017 3:16 PM

To: (b)(6)

(b)(6)

Cc: (b)(6)

(b)(6)

Subject: NEW TASK: CBP Tracking 2.0 assignment - Folder 2017-QFR-00016

Importance: High

Hi (b)(6)

OES has requested that we respond to the attached QFRs. Please see below and attached. When you have a moment, please work with (b)(6) to develop a response.

This task is due NLT 5:00 PM TOMORROW 6/2/17.

Feel free to reach out with any questions!

TASK GUIDANCE:

Please review and respond to the attached QFRs as relevant to your PMO. OFAM has been assigned the following QFRs for completion:

OFAM: 15a, 15b, 21a, 21b, 21c, 23a, 23b, 23c, 25a, 25b, input on 28

FOF also proposed to address 5d.

For environmental questions 25a and 25b BPAM to take lead with EEMD input.

Good morning, (b)(6)

OFAM needs to be included on Question 5d. We can help with Questions 18, if OFO wants our help. We also recommend that Question 5 be directed to OFO, not just BP.

My POC determined that the rest of the questions were assigned correctly.

v/r,

(b)(6)

*Contractor – Voigt Peters Dumouchelle
Field Operations Facilities Program Management Office
Office of Facilities and Asset Management
U.S. Customs & Border Protection*

Phone: (b)(6)
Email: (b)(6)

FOF PMO's mission is to provide trusted facility services and portfolio management solutions for the distinctive needs of the Office of Field Operations.

FME/BPAM + FOF + EEM,

Please see new QFR's below due back to ES on Monday, June 5th.

Please review and let me know if any re-assignments are necessary before noon today for reply to ES.

Thank you!

(b) (6)
Senior Task Manager
Agile Group
Office of Facilities and Asset Management
U.S. Customs and Border Protection
Mobile: (b)(6)
(b)(6)

From: Enterprise Services Exec Sec
Sent: Thursday, June 01, 2017 9:52 AM
To: HRM TASKINGS (b)(7)(E) OIT TASKINGS (b)(7)(E) OFAM-
TASKINGS (b)(7)(E) ACQUISITIONEXECSEC (b)(7)(E) OF
TASKINGS (b)(7)(E)
Cc: Enterprise Services Exec Sec (b)(7)(E)
Subject: FW: CBP Tracking 2.0 assignment - Folder 2017-QFR-00016

Good morning HRM, OIT, OFAM, OA, and OF,

Please see the assignments for questions below and provide a drafted response by no later than Monday June 3 at 3 PM in order to provide for EAC clearance.

Please let us know ASAP if these assignments are incorrect. Reassignment closes at NOON TODAY.

Questions are as follows:

HRM: Q 4a, 13a, 13c, 26a, input on 28

OF: 5a, Input on 28.

OF/HRM: 5b

OF/OA: 5d

OFAM: 15a, 15b, 21a, 21b, 21c, 23a, 23b, 23c, 25a, 25b, input on 28

OIT: 16a, 16b

OA: input on 28,

Thank you,

(b) (6)

Enterprise Services ExecSec
Senior Management Council ExecSec
U.S. Customs and Border Protection

From: (b)(6)
Sent: Wednesday, May 31, 2017 6:10 PM
To: OPRTASKING-CBP (b)(7)(E); Enterprise Services Exec Sec
(b)(7)(E); INA TASKING (b)(7)(E); AMO TASKING
(b)(7)(E); OCC CORRESPONDENCE BOX (b)(7)(E)
CBP-INTERGOVERNMENTAL-PUBLIC-LIAISON (b)(7)(E)
OI CORRESPONDENCE GML (b)(7)(E); (b)(6)
(b)(6); OFO BUDGET FORMULATION (b)(7)(E)
Cc: CBP Reports-QFRs (b)(7)(E); (b)(6)

(b)(6)

Subject: CBP Tracking 2.0 assignment - Folder 2017-QFR-00016

To: USBP, OCC, OCA, ES/HRM, ES/OF, ES/OAQ, OFO, INA, OI, AMO, OPR, ES/OFAM, ES/OIT, IPL, ES,
Re: QFRs - Vitiello Judiciary, Building America's Trust Through Border Security: Progress on the Southern
Border, folder 2017-QFR-00016

Under attachment type CBP Draft Response, you have been assigned a QFR set from Acting Deputy
Commissioner Ronald Vitiello's May 23rd testimony before the Senate Committee on Judiciary titled: "Building
America's Trust Through Border Security: Progress on the Southern Border."

If you feel any QFR has been mis-assigned, please let us know **NLT noon tomorrow Thursday, June 1st** or
you will be responsible for ensuring the response is completed. In your Journal Entry, note the specific QFR and
to whom it should be reassigned.

Please provide your responses **NLT 3pm Tuesday, June 6th** to CBP Reports QFRs.
Folder **2017-QFR-00016** has been assigned to you for action by (b)(6)

(b)(7)(E)

Thank you!

(b)(6)

Communications Specialist, Business Operations Division

Strategic Analysis, Inc.

Border Patrol & Air and Marine Program Management Office (BPAM PMO)

Facilities Management & Engineering

Mobile: (b)(6)

(b)(6)

Excel as a trusted strategic partner enhancing Border Patrol's proud legacy.

Adjutant to Chief (b)(6)

U.S. Border Patrol

San Diego Sector

Cell (b)(6)

Desk: (b)(6)

(b)(6)



Ronald Vitiello – Acting Deputy Commissioner
U.S. Senate
Committee on Judiciary

Building America's Trust Through Border Security: Progress on the
Southern Border
May 23, 2017

QUESTIONS FOR THE RECORD SUBMITTED BY

THE HONORABLE Charles E. Grassley

Border Apprehensions

Question 1 ([wf 1144383](#)): President Obama's lenient policies acted as a pull factor for illegal migration to the United States. People knew that they would unlikely be removed if they crossed the border. Thus, people were more willing to take the risk and come to the United States illegally under the Obama Administration.

Policies have changed under President Trump. The word is getting out that the United States is no longer going to tolerate illegal entry. If you enter the country illegally, you will be detained and you will be removed. This has forced Coyotes to raise their prices, according to one source, from \$3,500 to \$8,000. Additionally, would be illegal immigrants are deciding that their chances of success are not worth the risk.

The result has been a significant decrease in illegal migration in President Trump's first four months. In February, border apprehensions dropped by 35 percent from February 2016, March apprehensions dropped by 67 percent from March 2016, and April apprehensions have dropped 29 percent from April 2016.

Do you agree that President Trump's return to normal enforcement policies is a major reason for the decrease in border apprehensions and illegal entry to the United States?

ANSWER: (b) (5)

(b) (5)

(b) (5)

Interviews have indicated migrants are hesitant to come to the U.S. due to increased deportations, perceived enhancements to border security (e.g. border wall, increased man-power, etc.) and changes to immigration policies which do not guarantee migrants will remain in the U.S. if apprehended. News of the Presidential Executive Orders, augmentation to border security and immigration enforcement are being broadcast via social media, news outlets in Central American countries and through word-of-mouth by relatives already in the residing in the U.S. Migrants do not want to borrow the large sums of money required for smuggling arrangements if they have less chance of success.

USBP Apprehensions, OTMs, and Unaccompanied Alien Children (UAC)

FY2016 to Date

APPs	Southwest	Northern	Coastal	FY2016TD
Daily	(b) (5)			
Month	(b) (5)			
Year	(b) (5)			
OTMs	Southwest	Northern	Coastal	FY2016TD
Daily	(b) (5)			
Month	(b) (5)			
Year	(b) (5)			
UAC	Southwest	Northern	Coastal	FY2016TD
Daily	(b) (5)			
Month	(b) (5)			
Year	(b) (5)			

FY2016 to FY2017 Change

(b) (5)

FY2017 to Date

APPs	Southwest	Northern	Coastal	FY2017TD
Daily	(b) (5)			
Month	(b) (5)			
Year	(b) (5)			
OTMs	Southwest	Northern	Coastal	FY2017TD
Daily	(b) (5)			
Month	(b) (5)			
Year	(b) (5)			
UAC	Southwest	Northern	Coastal	FY2017TD
Daily	(b) (5)			
Month	(b) (5)			
Year	(b) (5)			

FY2016 to FY2017 Change

(b) (5)

Drug Trafficking

Question 2 ([wf 1144384](#)): Last May, Brandon Judd, President of the National Border Patrol Council, testified that the Mexican drug cartels controlled illegal activity along the Southern border, including the trafficking and smuggling of people and drugs. He said that 174,000 individuals who were apprehended in the Rio Grande Valley had all paid the Gulf Cartel around \$5,000 to be smuggled into the U.S.

Mr. Judd also testified that Drug cartels were not making money off of only smuggling people, but creating holes in the border for easier drug trafficking. Instead of having illegal immigrants turn themselves in, they would cross illegally and continue going, to force Border Patrol to chase after them. This created holes in the border that the drug traffickers used to bring drugs through.

Are you seeing a decrease in drug trafficking at the Southern Border with the decrease in illegal migration?

ANSWER: (USBP – BP Intel) Along the Southwest Border, the U.S. Border Patrol has seen a 35% decrease in marijuana seizures along with a 14% decrease in overall alien apprehensions; however, when compared to the same time period last fiscal year (October 1-May 30), there has been an increase in narcotics seizures: 48% increase cocaine seizures, 65% increase in heroin seizures, and a 26% increase in methamphetamine seizures. Reporting also indicates that certain transnational criminal organizations have directed alien smugglers to commence smuggling marijuana and minimize alien smuggling operations due to the lack of revenue being produced.

(b) (5)

(b) (5)

(b) (5)

Additionally, there is information that some drug trafficking organizations have approved for competing organizations to utilize territories under their control for their illicit narcotics operations to further increase revenue.

(b) (5)

(b) (5)

FY2016 YTD Drugs – 10/1/2015 to 5/30/2016

Southwest Border										
SECTOR	MAR LBS	MAR SEIZ	COC LBS	COC SEIZ	HER OZS	HER SEIZ	MET LBS	MET SEIZ	XTC LBS	XTC SEIZ
SDC	7,578.40	264	900.67	37	3,184.01	33	1,843.91	169	6.90	6
ELC	2,786.61	99	44.27	7	226.55	7	1,015.58	65	0.00	1
YUM	29,202.34	320	89.07	16	381.38	8	438.04	28	0.75	4
TCA	580,712.92	3,318	124.11	37	700.53	21	180.95	66	0.00	1
EPT	49,808.50	452	56.34	18	26.30	9	60.83	46	0.02	2
BBT	27,329.32	2,174	15.43	31	315.66	15	87.24	62	0.03	8
DRT	5,898.29	161	0.01	7	0.04	2	14.33	14	0.01	5
LRT	54,466.61	299	495.23	30	956.40	6	820.92	27	0.02	1
RGV	241,524.84	1,260	935.25	98	365.77	6	584.96	42	0.38	6
YTD TOTAL	999,307.84	8,347	2,660.37	281	6,156.65	107	5,046.75	519	8.12	34

FY2017 YTD Drugs – 10/1/2016 to 5/30/2017

Southwest Border										
SECTOR	MAR LBS	MAR SEIZ	COC LBS	COC SEIZ	HER OZS	HER SEIZ	MET LBS	MET SEIZ	XTC LBS	XTC SEIZ
SDC	8,223.54	161	1,632.07	48	2,648.53	41	2,417.40	127	0.00	0
ELC	1,779.31	68	421.80	19	2,167.05	15	763.07	67	0.00	1
YUM	28,606.77	731	253.31	18	871.94	11	668.71	65	0.01	2
TCA	324,475.53	2,246	241.76	31	2,329.80	42	330.62	86	0.01	3
EPT	26,540.70	475	80.02	21	741.25	14	145.24	47	0.03	6
BBT	29,361.20	1,516	39.85	36	295.95	11	105.35	52	0.30	13
DRT	7,853.70	156	61.51	16	122.05	1	81.01	20	0.04	2
LRT	44,081.97	341	332.42	36	529.81	8	360.32	19	0.00	3
RGV	176,868.55	1,077	729.45	76	422.68	3	1,489.08	50	0.38	8
YTD TOTAL	647,791.26	6,771	3,792.20	301	10,129.05	146	6,360.80	533	0.77	38

Border Security Measures

Question 3a (wf 1144385): Our current law provides a lot of authorities that, if used, would

secure our borders. In fact, the current administration's focus on the border security and immigration enforcement has already reduced illegal immigration significantly. In February, border apprehensions dropped by 35 percent from February 2016. March apprehensions dropped by 67 percent from March 2016.

Could you please explain what authorities you have under current law to secure the border and enforce our immigration laws?

ANSWER: (OCC) CBP has broad authority to secure the border and enforce the nation's immigration laws, as well as many other laws on behalf of numerous federal agencies at the border. These authorities are primarily codified in Title 8 and Title 19 of the U.S. Code. Generally speaking, these authorities permit CBP Officers and Agents to inspect or search all persons, baggage, merchandise, and vessels arriving to or departing from the United States. CBP Officers and Agents have the authority to question individuals about their right to be or remain in the United States and the authority to arrest alien_s attempting to enter the country. Moreover, CBP Officer and Agents may have the authority to make arrests for federal felonies and misdemeanors, depending on the unique circumstances of each case.

Question 3b: Is any new legislation necessary to help your agency better enforce the law, or is this really just a matter of resources?

ANSWER: (b) (5)
(b) (5)

Hiring Practices

Question 4a ([wf 1144386](#)): President Trump required DHS Secretary Kelly to hire 5,000 additional Border Patrol Agents in his executive order on Border Security and Immigration Enforcement Improvements. But in 2016 CBP's Assistant Commissioner of Human Resources testified that the agency was just "treading water" in terms of hiring. Years of under-funding has created a chronic cycle: the very lengthy hiring process, averaging 460 days, makes it impossible to overcome attrition, which is high because of low morale, and low morale is exacerbated by understaffing. It is not clear how CBP will be able to overcome these serious obstacles to increase staffing as President Trump demands.

One specific hiring problem has been with polygraphs. Records indicate that somewhere around sixty-five to seventy-five percent of CBP's applicants fail the polygraph test. I understand that some candidates show up with criminal records, and you aren't going to hire those individuals, but even some good candidates, who have prior law enforcement service, are not able to pass.

How many additional officers would you need to reach full operational control of the Southern border?

ANSWER: (USBP)

(b) (5)

(b) (5)

(b) (5)

Question 4b: What can you do to expedite the hiring of new officers?

ANSWER: (ES/HRM) U.S. Customs and Border Protection (CBP) continues to examine every aspect of its pre-employment process to identify areas in which improvements can be made. Our strategy builds on the momentum of the process improvements we have implemented in the last two years, which have led to a significant reduction in the time-to-hire and an increased applicant-to-entrance-on-duty (EOD) rate. In 2015, we developed and piloted a hiring hub program that reduced the time-to-hire for qualified applicants and allowed CBP to identify and remove unqualified applicants more quickly, preventing bottlenecks in later phases of the process. CBP has since incorporated lessons learned from the hiring hub program into a new expedited hiring process that, as of April 2017, is being used for all frontline applicants. We continue to explore additional process improvements, including modifications to the administration of the polygraph exam, entrance exam, and physical fitness tests. While modifications to our pre-employment process are being considered and piloted, we will not implement any change without carefully weighing all risks and mitigation measures. Our hiring process is meant to ensure only individuals with the highest integrity serve as agents and officers safeguarding our borders and ports of entry—and we remain committed to upholding these standards amid the increasing urgency to hire more personnel.

Question 4c: Why is CBP's polygraph so much harder to pass than other law enforcement polygraphs?

ANSWER: (OPR) Federal law requires polygraph screening for all applicants to law enforcement positions at CBP. The U.S. Office of Personnel Management provides annual authorization to CBP's Office of Professional Responsibility (OPR) to conduct applicant screening polygraph examinations for CBP law enforcement officer positions. The examination administered to CBP applicants is approved by the National Center for Credibility Assessment (NCCA). CBP administers polygraph examinations in full compliance with all applicable federal polygraph policies and procedures.

(b) (5)

Need for Funding

Question 5a ([wf 1144387](#)): On February 20th, Secretary Kelly issued a memo that calls for enhanced enforcement of our immigration laws. It requires that immigrants be mandatorily detained, as required by the INA, it requires that parole be used only sparingly and only for significant humanitarian purposes and significant public benefit, as required by the INA, and it requires illegal entrants be returned to contiguous countries, as required by the INA. As I have mentioned already, these measures have already produced a reduction in illegal border crossings. The results of these actions shows that our current laws are sufficient to secure the border, what we need is funding. The Kelly memo asks for the hiring of 5,000 more border patrol agents and the building of a fence along the Southern Border, as required by the INA. These will require Congress to appropriate those funds.

How has CBP's workload increased in the last decade, and has CBP's funding been adequately increased in line with its workload?

ANSWER: (ES/OF lead w/ OFO input [assist with workload]) The Office of Field Operations (OFO) is the law enforcement component within CBP responsible for carrying out CBP's complex and demanding border security mission at all ports of entry. OFO manages the lawful access of people and goods to our Nation by securing and expediting international trade and travel. Continued growth in international trade and travel, expanding mission requirements, and new facility demands continue to increase the need for CBP resources and its efforts to secure the homeland.

OFO has indeed seen an increase in workload. For example, referring to the background of your question, OFO has seen a 39 percent increase in inadmissible persons from FY 2006 through FY 2016. Along with this, traveler volume continues to increase with over 119 million travelers in FY 2016, an increase of 6 percent more travelers in FY 2016 than FY 2015, and 30 percent more in the last 9 years (since 2007). Sea container volumes have increased 14 percent from FY 2011 through FY 2016. OFO's identified staffing needs have increased from 22,898 CBPOs needed in FY2008 (the earliest year for which required staffing needs were modeled) to 27,082 CBPOs needed in FY 2016; an increase of 18 percent.

		FY 2007	FY 2011	FY 2016	9 Year Change	5 Year Change
Land	Travelers	298,899,796	227,964,510	251,396,353	-16%	10%
Land	Privately Owned Vehicles	112,395,915	92,673,383	103,057,770	-8%	11%
Land	Truck Containers	11,250,482	10,117,354	11,758,918	5%	16%
Land	Rail Containers	2,737,149	2,634,086	3,199,170	17%	21%
Sea	Passengers/Crew	17,127,525	17,795,914	19,631,808	15%	10%
Sea	Foreign Vessels and Ships	155,835	141,242	132,253	-15%	-6%
Sea	Sea Containers	11,201,762	10,721,337	12,204,256	9%	14%
Air	Passengers/Crew	91,603,239	94,605,085	119,253,822	30%	26%
Air	Commercial Aircraft	687,007	662,492	969,573	41%	46%
Air	Private Aircraft	139,400	121,220	116,828	-16%	-4%

Recognizing CBP's staffing needs, Congress provided funding to hire, train, and equip 2,000 additional CBPOs in the FY 2014 DHS Appropriations Act (P.L. 113-76). CBP is actively working to recruit and hire the additional CBPOs to fulfill this need. CBP is aggressively pursuing quality candidates, as well as taking steps to reduce attrition rates in an effort to meet this goal. The 2,000 CBPOs will go a long way toward addressing the current challenges and supporting additional requests for services.

In FY 2006, the OFO budget was just under \$2.5 billion including user fees. In FY 2016, the OFO budget was just over \$5.1 billion including user fees. This represents an increase of 104 percent. This increase is influenced by many factors to include increased journeyman for CBPOs as well as enhanced law enforcement retirement in this time period. Salaries and benefits made up 85 percent of the OFO FY 2016 budget.

Over the past eight years the USBP has seen increased legislative, statutory and legal requirements governing the processing and handling of detainees in USBP custody. Specifically in the requirements for the detention of Unaccompanied Alien Children (UAC) and Family Unit Aliens (FMUA), UAC represent 14% of USBP apprehensions and FMUA represent 27% of apprehensions. The care and custody of these vulnerable populations, coupled with the increased legislative and legal requirements, has increased the number of USBP agents required to perform non-law enforcement custody duties. To support these duties, USBP agents are taken from their primary duty of securing the Nations Border, to performing custodial duties.

These demands are exacerbated when surges in apprehension levels occur. Care, custody and transport demands continue to stress USBP operations. In FY15 and FY16, USBP agents averaged 4.2 million hours performing non-law enforcement duties, 2.7 million of those hours were devoted to the care and custody of UAC and FMUA.

Question 5b: How much funding do you estimate CBP needs in order to hire adequate personnel and purchase necessary equipment and technology?

ANSWER: (ES/OF HRM) CBP and DHS are in the process of developing cost estimates, but no final estimates/decisions have been made. Additional funding will be necessary not only to cover the costs of recruiting and hiring the additional 5,000 Border Patrol Agents (BPAs) but also the costs associated with training, equipping, supporting, and retaining the expanded workforce. In addition, CBP will require funding to procure border technology solutions and to support the operations and sustainment of today's fielded technology systems as well as those to be deployed in the future. CBP will provide information to Congress after providing a brief to both the Commissioner and the Secretary.

To help address the increasing demands of the USBP workforce, the FY 2018 President's Budget requests funding to support an additional 500 BPAs. Executive Order 13767, Section 8 directs the CBP Commissioner to "...take all appropriate actions to hire 5,000 additional Border Patrol Agents..." In response to this directive, CBP HRM developed a multi-year hiring plan to meet the new staffing requirement for Border Patrol. The 500 agents requested in FY 2018 is the first hiring surge for the 5,000 agent requirement and is in addition to the normal attrition hiring conducted by CBP HRM. Funding for this request includes the full cost of training this new cohort of agents. This initial hiring surge will lay the foundation in increasing operational control in certain key areas along the border.

These 500 BPAs will provide for a greater enforcement posture on the border increasing operational efficiency in arrests, seizures, and day to day operational tasks. The ability to staff Border Patrol Sectors at the required levels to address operational requirements is fluid as threats

change and transnational criminal organizations adopt new tactics, techniques, and procedures. These changes coupled with increased enforcement efforts require additional agents to interdict illegal activity in all-threats border environment.

The FY 2018 President's Budget also contains significant program increases to address necessary equipment and technology. Some highlights include:

- **Interoperability Equipment Refresh** – Increase of \$29.3 million to purchase mobile radio equipment for USBP and AMO Tactical Air, Land, and Marine Enterprise Communications (TALMEC).
- **Cross Border Tunnel Threat** – Increase of \$8.9 million for the Cross Border Tunnel Threat (CBTT) program, which will strengthen border security effectiveness between ports of entry by diminishing the ability of Transnational Organized Crime Networks (TOC Networks) to gain unobtrusive access into the United States through cross-border tunnels and the illicit use of Underground Municipal Infrastructure (UMI).
- **Integrated Fixed Towers (IFT)** – \$17.4 million in new procurement funding for Integrated Fixed Towers in order to provide automated, persistent wide area surveillance for the detection, tracking, identification, and classification of illegal entries.
- **Remote Video Surveillance Systems (RVSS)** – \$46.2 million to procure and deploy new RVSS technology in the Rio Grande Valley Sector.
- **Facilities Sustainment** – \$61.2 million increase to address the top priority needs within the backlog of maintenance and repair requirements within the USBP facilities portfolio.
- **Facilities Capital Investment** – \$45.0 million for construction of the Brown Field Border Patrol Station, which will resolve location, space, and security issues at CBP's top operational facility priority since 2014.
- **Mobile Assets Replacement** – Total funding of \$60.3 million for the acquisition of USBP replacement vehicles.

Question 5c: How much of the southern border remains unpatrolled because you lack adequate funding?

ANSWER: (USBP) The USBP uses a combination of agent patrols and technology to maintain situational awareness of our borders. The USBP conducts threat assessments along the US borders and prioritizes the operational tempo in a given area based on our ability to have situational awareness, impede and deny, and bring a law enforcement resolution to any border incursions of contraband and/or people. The USBP maintains the ability to shift resources (agents and technology) to prioritized threats and utilizes relationships with strategic partners to help mitigate the risk in lower threat areas.

Question 5d: What key investments in personnel, infrastructure, and technology has CBP been unable to make over the last eight years due to a lack of adequate funding?

ANSWER: (ES/OF lead w/ BP, ES/OAQ, ES/OFAM, & ES/OIT input) The FY 2018 President's Budget provides increased resources for a broad range of activities across the CBP mission. These funding increases will allow CBP to close critical personnel, infrastructure, and technology gaps.

(b) (5)

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These 500 BPAs will provide for a greater enforcement posture on the border increasing operational efficiency in arrests, seizures, and day to day operational tasks. The ability to staff Border Patrol Sectors at the required levels to address operational requirements is fluid as threats change and transnational criminal organizations adopt new tactics, techniques, and procedures. These changes coupled with increased enforcement efforts require additional agents to interdict illegal activity in all-threats border environment.

CBP has also faced challenges investing in three key areas of facilities infrastructure and asset management: sustainment of CBP facilities, capital investment into CBP facilities, and replacement of mobile assets for CBP personnel. Accordingly, the FY 2018 President's Budget makes substantial investments in each of these areas

- **Facilities Sustainment** – The FY 2018 President's Budget requests a \$61.2 million increase to address the top priority needs within the backlog of maintenance and repair requirements within the USBP facilities portfolio. The backlog of over 6,600 deferred maintenance and repair items include electrical and lighting systems, HVACs, plumbing, physical security systems, and roofs and other structural areas
- **Facilities Capital Investment** – CBP requested \$45.0 million in the FY 2018 President's Budget for construction of the Brown Field Border Patrol Station, which will resolve location, space, and security issues at CBP's top operational facility priority since 2014.
- **Mobile Assets Replacement** – Approximately 10,000 vehicles, over 7,000 of which support USBP, are eligible for replacement by the end of FY 2018 in the current inventory of 22,000. Insufficient levels of funding to invest in the replacement of vehicles

at the end of their intended useful life result in increased vehicle downtime meaning lost time on the frontline and rising costs for the maintenance, repair and fuel costs for the vehicles. Hence, the FY 2018 President's Budget provides a total of \$60.3 million for the acquisition of USBP replacement vehicles.

CBP has been reasonably successful in the investments of border technology over the past eight years to address border security. CBP's technology investments have nevertheless faced implementation challenges in the areas of broad band communications, tunnel detection, and the deployment of existing technologies to additional locations along U.S. borders. The FY 2018 President's Budget specifically addresses these challenges with increased funding devoted to the following programs:

- **Interoperability Equipment Refresh** – The FY 2018 President's Budget proposed an increase of \$29.3 million to purchase mobile radio equipment for USBP and AMO Tactical Air, Land, and Marine Enterprise Communications (TALMEC). This funding would procure additional radios and infrastructure necessary to address radio obsolescence, improve interoperability with local authorities and the Government of Mexico, and address some current coverage gaps. Replacing a significant number of aging or obsolete radios will directly contribute to the efficiency and effectiveness of border security operations, and contribute to the goals outlined in the Executive Orders on border security and immigration enforcement.
- **Cross Border Tunnel Threat** – CBP requested \$8.9 million in the FY 2018 President's Budget for the Cross Border Tunnel Threat (CBTT) program, which will strengthen border security effectiveness between ports of entry by diminishing the ability of Transnational Organized Crime Networks (TOC Networks) to gain unobtrusive access into the United States through cross-border tunnels and the illicit use of Underground Municipal Infrastructure (UMI). The CBTT program will fill the following gaps: 1) Predicting potential tunnel locations; 2) Detecting the presence of suspected tunnels and tunneling activities as well as project the trajectory of a discovered tunnel; 3) Confirming a tunnel's existence and location through mapping and measurements; and 4) Coordination that facilitate secure information sharing across all stakeholders.
- **Integrated Fixed Towers (IFT)** – In the FY 2018 President's Budget CBP requests \$17.4 million in new procurement funding for Integrated Fixed Towers in order to provide automated, persistent wide area surveillance for the detection, tracking, identification, and classification of illegal entries.
- **Remote Video Surveillance Systems (RVSS)** – The FY 2018 President's Budget provides \$46.2 million to procure and deploy new RVSS technology in the Rio Grande Valley Sector.

Lastly, technology refresh is critical to CBP's ability to provide a resilient and current infrastructure capable of supporting the technology solutions that CBP end users depend on to fulfill the daily mission of securing our nation's borders. CBP has had to make tradeoffs in funding mission capabilities over technology refresh and, as a result, key pieces of the IT infrastructure are aging faster than they are being replaced.

- **Front End Infrastructure**, such as laptops and desktops, provides the end-point for users to access essential applications. CBP's front end infrastructure is 71% past end of life* (~44,000 devices).
- **Network Infrastructure**, such as switches, enables connectivity and the transfer of data across applications. CBP's network infrastructure is 34% past end of life (~1,600 items).
- **Back End Infrastructure**, such as servers, provides computing power and supports essential applications. CBP's back end infrastructure is 12% past end of life (~70 items).

**A device is considered past end of life if it is over 5 years old*

This aging infrastructure leads to multiple risks, including:

- The inability to support new technology capabilities that would improve CBP's operational effectiveness and efficiency.
- Increased susceptibility to security threats because of vulnerabilities in older technology as well as difficulty supporting and running the latest security tools.
- Faster device failure rates and higher maintenance costs, combined with a loss of vendor maintenance support for technology that is past its end of life.

These risks have the potential impact to both external and internal stakeholders:

- **External** stakeholders, such as cargo carriers and the general public, face potential difficulties with trade and travel.
- **Internal** mission operators face potential issues executing their day-to-day responsibilities.

The recent Executive Orders (EO) around border security and cybersecurity require CBP to focus on initiatives highlighted in these orders. Aging IT equipment plays a large role in CBP's inability to fully support these initiatives and needs to be addressed to ensure success.

- To address the cybersecurity EO, CBP needs to replace older technologies because they are more vulnerable to cyberattack and exploitation, and cannot support the installation of sensors and tools that monitor cyber flaws and detect cyber related issues.
- The border security EO requires the hiring of 5,000 additional Border Patrol agents, who will need to be equipped with devices to access the CBP mission critical applications used to process people. The rapid increase in CBP employees also necessitates a more robust back-end infrastructure to support day-to-day operations. Accordingly, the FY 2018 President's Budget requests \$10.0 million for information technology equipment to support the Southwest Border Wall System and an additional \$24.2 million for IT equipment and field technology for Southwest border operations.
- The implementation of biometric entry/exit is also key to enhancing CBP's ability to secure the border, as well as generally improve the traveler experience. Biometric initiatives require upgraded infrastructure at airports to meet the requirements for fast responses on facial recognition technology and streamlined integration with the airlines' infrastructure.

Question 5e: With adequate funding from Congress, could your agency obtain operational border control with the authorities you have under current law?

ANSWER: (USBP)

(b) (5)

(b) (5)

Automated Entry and Exit Control System

Question 6 (wf 1144388): In 1996, Congress required the implementation of an automated entry and exit control system at all points of entry that would monitor people entering and exiting the U.S. Such a system would provide better monitoring of people in the U.S. on a nonimmigrant visa. Since 1996, Congress has repassed and reaffirmed the need for an automated exit and control system eight separate times.

Just this week, the Department of Homeland Security announced its calculation that 1.25 percent of people whose visa expired in 2016, are still in the country. Among those are 128,806, 0.6 percent, of people who participated in the Visa Waiver Program, but have not left the country. Another 79,818, or 5.48 percent of students and exchange visitors on an F,M, or J visa, have overstayed, of which 2.81 percent, or 40,949, are believed to still be in-country.

Is funding of an automated exit and entry control system a necessary tool to secure the border from visa overstays?

ANSWER: (OFO) An automated entry/exit system, especially a biometric one, will strengthen DHS' ability to identify visa overstays and deter potential ones. The largest challenge with development of an entry/exit system is that the United States did not build its transportation infrastructure, to include international airports and land and sea ports of entry, with any kind of exit processing in mind. Accordingly, CBP has sought innovative ways to collecting biometric departure information that avoids severe disruption of transportation or carries significant economic costs. CBP has developed a biometric exit implementation strategy and schedule that meets the newly executed Executive Order for implementation. Currently, CBP has funding dedicated to building a biometric entry/exit system pursuant to fee funds established in the DHS FY16 appropriations bill, as well as additional funding available in the FY17 appropriations bill.

QUESTIONS FOR THE RECORD SUBMITTED BY

THE HONORABLE John Cornyn

Uptick in Illegal Entry

Question 7 (wf 1144389): The number of border apprehensions has dropped significantly since January.

Are there any ports of entry or checkpoints where you have seen an uptick in illegal entry in light of stepped enforcement in other locations?

ANSWER: (OFO & USBP Specialty re SPAD Stats [re checkpoints]) Since January 2017, USBP immigration checkpoints have seen an overall 3.4% decrease in nationwide apprehensions. Although apprehensions at line stations have dropped significantly, illegal immigration apprehension levels at USBP checkpoints have remained relatively the same. The Rio Grande Valley (RGV) and El Centro (ELC) sectors show the highest upticks in 2017 compared to 2016. RGV is up 60% in checkpoint apprehensions mostly due to the Sarita location. ELC is up 57.6% (b) (5)

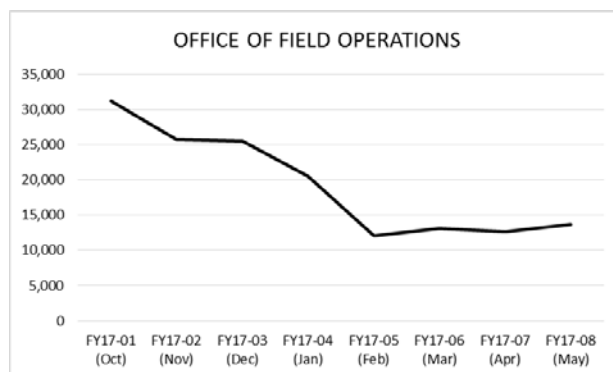
(b) (5)

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However we can show that at the POEs we have seen a marked decrease in inadmissible aliens during FY 2017 as shown below. (b) (5)

(b) (5)



Rio Grande Sector

Question 8a (wf 1144390): The Rio Grande Sector still seems to be the sector with the highest number of illegal border crossings into the United States.

What specific steps is CBP taking in the Rio Grande Valley to reduce those numbers?

ANSWER: (USBP - LEOD OPS East) In FY17 U.S. Border Patrol Sector in Rio Grande Valley (RGV) has conducted approximately 64 named operations. These operations have allowed RGV to reduce apprehensions from approximately 15,679 in January 2017 to approximately 5,108 in May 2017. The South Texas Campaign (STC) and RGV continue to cause a persistent change in the tactics, techniques, and procedures of transnational criminal organizations (TCOs) and heighten security throughout Southeast Texas through a targeted focused approach that identifies and severs illicit networks in the South Texas Corridor. RGV and STC are continuing to work with their law enforcement partners within and outside the United States. RGV/STC has maximized existing resources and relationships to mitigate vulnerabilities through bi-national engagements with Government of Mexico to diminish TCO presence in targeted areas.

Question 8b: Have you been able to put any new infrastructure or technology in place to address illegal crossings in the RGV?

ANSWER: (USBP – LEOD OPS East w/input from SPAD/PMOD) With the funding received up to and including FY17, the Tactical Aerostats and Re-locatable Towers (TAS) Program has deployed a total of 5 aerostat systems and 15 RAID Relocatable Tower systems from 2014 to 2016 in the Rio Grande Valley (RGV) Sector (one additional aerostat system and two additional RAID Relocatable Tower systems are also in operations in Laredo Sector). The FY17 funding for the TAS program is to support continued operations of current assets in place since Sep 2016 when the program met full operational capability.

In addition, the following technologies will be fielded to address illegal crossings in RGV Sector in the near future with the funding received up to and including FY17:

Remote Video Surveillance System (RVSS) Pilot – 5 Relocatable sensor towers in McAllen Station
RVSS Relocatable towers – 28 to 35 relocatable sensor towers in Rio Grande Valley Sector
Mobile Video Surveillance Systems (MVSS) – 28 units

The funding in the FY18 President's budget (if appropriated) will support the continued operations of the fielded technologies and the deployment of the following technologies to address illegal crossings in RGV Sector:

RVSS – Command and Control (C2) ~~&~~and sensor tower infrastructure design and construction for RVSS Upgrade deployments in the remaining six Station AORs in Rio Grande Valley Sector (Weslaco, Ft. Brown, Brownsville, Harlingen, Falfurrias, and Kingsville that will support the deployment of 53 fixed sensor towers.

(b) (5)

(b) (5)

Northern Border

Question 9a ([wf 1144391](#)): The Northern Border has also seen increases in traffic in terms of aliens transiting to Canada to seek asylum. The Royal Canadian Mounted Police (RCMP) has had some challenges with the new influx, especially by aliens crossing into Canada at remote locations.

How has CBP been working with Canada to help them deal with the influx of illegal border crossers?

ANSWER: (USBP - FOD input) During 2016 and 2017 there was a substantial increase in asylum seekers crossing the International Boundary into Canada from the United States between U.S. Ports of Entry. Preliminary analysis from the Canada Border Services Agency (CBSA)

(b) (5)

Utilizing the Bi-Lateral Cross Border Law Enforcement Advisory Committee, (b) (5) (b) (5) representatives reached out to the United States Border Patrol (USBP) (b) (5) to jointly analyze the increase in border crossers with the aim of identifying trends, tactics and procedures. The U.S. Embassies in Riyadh, Saudi Arabia and the Republic of Djibouti, were identified as the top visa issuing posts. (b) (5)

(b) (5)

Question 9b: Has DHS increased resources along the U.S. side of the Northern border in the more remote locations to help Canada stem the flow?

ANSWER: (USBP – FOD w/OPS input) Northern Border Sectors continue to share intelligence (northbound traffic) with our counterpart from Canada. (b) (5)

(b) (5)

Cross-border Law Enforcement Cooperation

Question 10a ([wf 1144392](#)): CBP has had a number of high profile seizures of drugs in the last few months (for example a recent seizure of liquid meth at the Hidalgo port of entry that had a street value of approximately \$3.7 million).

CBP also has noted concerns with trafficking networks and Mexican transnational criminal organizations that control the majority of drug trafficking corridors, either directly or indirectly, mainly through the Tapachula Region of Mexico.

Has Mexican law enforcement been helpful in terms of interdicting drugs coming into the United or notifying U.S. officials of potential transit of illegal drugs?

ANSWER: (INA lead w/ OFO, AMO, USBP input) Mexican law enforcement entities have been excellent partners in terms of interdicting drugs coming into the United States as well as informing U.S. officials of transit shipments of illegal drugs.

Question 10b: If not, what is DHS doing to improve cross-border cooperation with Mexico to enhance our efforts to combat drug trafficking?

ANSWER: (INA lead w/ OFO, AMO, USBP input) U.S. Department of Homeland Security (DHS) and U.S. Customs and Border Protection (CBP) have been engaged with the Government of Mexico (GOM) on a number of cross-border cooperation efforts to enhance efforts to combat drug trafficking. CBP's largest Mexican law enforcement partner, Federal Police, have made great efforts to assist CBP with interdicting drugs destined for the U.S., yet their manpower and resources remain limited, and they are responsible for overall law enforcement activities throughout the entire country of Mexico. These factors limit our Mexican partners' ability to solely dedicate their efforts to detecting drug loads destined for the U.S. CBP continues to work with its Mexican law enforcement partners to identify innovative ideas and methods to increase

overall effort and capacity to detect, intercept and share information bi-nationally, to ultimately secure the United States Borders. Examples of this engagement are below:

Opioid Related Engagement

Ninety percent of heroin arriving in the United States is coming through Mexico. Additionally, most Fentanyl that reaches the United States comes from China via Mexico. The CBP Attaché Office serves in an integral role within the U.S. Embassy's Heroin/Fentanyl Workgroup established in 2014 to support the U.S. Government's overall goal of assisting Mexico identify and eradicate poppy fields. The workgroup is made up of DEA, Federal Bureau of Investigation (FBI), U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI), Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF), and CBP, and meets on a monthly basis to discuss the following mission goals:

- Support GOM efforts to establish a National Drug Policy Office (NDPO);
- (b) (5)
-
-
- Establish information sharing protocols between GOM and U.S. government (USG) on seizures and eradication efforts; and
- Capacity building for inspection equipment to curtail the illicit flow of drugs, people, cash, arms, and other illegal goods.

Air and Marine Operations Joint Activities to Address Short-landers:

- With GOM support, DHS requested to establish a joint interdiction program/operation, such as Operation Centinela, and develop a DHS-GOM task force to address drug trafficking, particularly targeting short-landers in the San Diego/Tijuana Corridor.
 - Between Fiscal Year (FY) 2015 – March, 2017, interdiction of short-landing aircraft resulted in the reported seizures of:
 - Heroin: 167.98 kg.
 - Cocaine: 256.09 kg.
 - Methamphetamines: 2575.7 kg.
 - Marijuana: 6956 kg.
- (b) (5)
- GOM stations Federal Police (FP), SEMAR, Secretariat of National Defense (SEDENA), and Attorney General Office liaisons to CBP's Air and Marine Operations Center. These liaisons provide a critical line of communication back to their respective command centers in Mexico.

- CBP facilitation of an air and marine surveillance system with FP, SEMAR, and SEDENA provides a radar common operating picture between the various law enforcement and military agencies. This cooperation facilitates the interception and interdiction of short-landing flights, which are aircraft used to transport narcotics through Mexico landing just south of the border. Here, contraband is transferred to other conveyances for follow-on movement into the United States.

Enhanced Cross-Border Law Enforcement Coordination:

- Innovative bi-national operations, such as Operation Citadel, Operation Albatros, and mirrored patrols as part of the Cross Border Coordination Initiative (CBCI), are key to border security and safety for both countries. DHS remains committed to these operations – particularly Operation Citadel.
- Operation CITADEL focuses its efforts to identify, disrupt, and dismantle TCOs, drug trafficking organizations, and terrorist support networks by targeting the mechanisms used to move migrants, illicit funds, and contraband throughout the Western and Eastern Hemispheres.
- CBCI operations have allowed for an increase in migrant rescues (b) (5) the recovery of U.S. stolen vehicles, the dismantling of illicit radio towers, increased information exchange, and a dramatic reduction in border-related assaults, rock throwing incidents, excavations and use of underground drainage systems by criminal organizations. (b) (5)

(b) (5)

- Mexican FP recently deployed 76 CBP-trained Gendarmerie officers to Reynosa, Tamaulipas.

(b) (5)

Joint Security Program

- CBP launched the Joint Security Program (JSP) at Mexico City International Airport (MEX) in September 2009, partnering with host country law enforcement (b) (5)
- (b) (5) JSP-MEX officers coordinate with multiple Mexican law enforcement partners to engage high-risk air travelers arriving and/or departing from Mexico City. JSP officers also coordinate with the Mexican Immigration's (INM) Centro Nacional de Alertas (CNA) to resolve advance targets and referrals for passengers arriving or departing from other airports within Mexico.

- (b) (5)
- Since initiating operations in 2009, JSP-MEX has:
 - Issued 1,656 no-board recommendations for U.S.-bound passengers (338 year in FY2017 YTD)
 - Intercepted 42 fraudulent documents on U.S.-bound flights (five in FY2017 YTD)
 - Intercepted 514 fraudulent documents on non-U.S.-bound flights (60 in FY2017 YTD)
 - Intercepted 460 Visa Revocations (78 in FY2017 YTD)
 - Intercepted 345 Fugitives (17 in FY2017 YTD)
 - 20 Narcotics Intercepts (one in FY2017 YTD)
 - Nine Illicit Current Intercepts

Outbound Enforcement:

- DHS will continue to strengthen its southbound enforcement efforts, particularly concerning weapons and bulk cash. The Department will continue to work with GOM counterparts (b) (5)

(b) (5)

- CBP's collaborative efforts through September FY2016 have led in part to the seizure of over \$7 million in bulk currency (in 210 incidents), 94 firearms, and over 86,300 rounds of ammunition during attempted smuggling out of the U.S. to Mexico.

Question 10c: Do you think we need policy changes in our national intelligence priorities so that more national intelligence assets can be used to support the fight against these transnational criminal organizations?

ANSWER: (OI) CBP's Office of Intelligence (OI) has been and will remain fully engaged with the Intelligence Community in the process to review national intelligence priorities. Over the past several years DHS Office of Intelligence and Analysis and CBP OI have successfully advocated for increased emphasis in this arena. Interagency policymaker support has been and will continue to be crucial to maintain and expand this emphasis.

Department of Defense Aerostats

Question 11a (wf 1144393): We recently gave DHS funding to expand the use of government aerostats for surveillance on the Southern border. My understanding is that there are more than two dozen aerostats just sitting in Department of Defense (DoD) storage facilities that could be used for border security.

Is there an impediment to DHS securing these assets from DoD?

ANSWER: (USBP - PMOD) Fiscal Year 2017 fully funded the Tactical Aerostats and Relocatable Towers (TAS) program to the baseline capability of six aerostat systems and 17 RAID Relocatable Tower systems. There are an additional six 17M RAID aerostats in DHS inventory, (b) (5)

(b) (5)

Question 11b: If not, when will DHS be able to acquire these assets and deploy them for use on the Southern Border?

ANSWER: (USBP - PMOD) In order for CBP to acquire any U.S. Army surplus inventory, DoD must declare the systems excess. DHS can work with DoD to process the transfer of equipment. After DHS acquires the systems through the DoD Re-Use program, additional Operations and Sustainment (O&S) funding to deploy and operate these systems will be required.

Restructuring

Question 12 ([wf 1144394](#)): There has been a lot of discussion about moving CBP's Air and Marine Operations under the Border Patrol to better support U.S. Border patrol in the field?

What are your thoughts about such a restructuring?

Do you think this would increase CBP efficiencies along the Southern border and better support the border security mission?

ANSWER: (AMO alternative answer) (b) (5)

(b) (5)

(b) (5)

(USBP alternative answer) There are concerns that exist between the U.S. Border Patrol (USBP) and Air and Marine Operations (AMO) dating back to the creation of CBP. In an attempt to remedy this situation, CBP Acting Commissioner McAleenan has directed the creation of a U.S. Border Patrol/Air and Marine Operations Executive Working Group to address these concerns and make recommendations for improvement. (b) (5)

(b) (5)

Status of Current Hiring Efforts

Question 13a ([wf 1144395](#)): In his January 25 Executive Order, the President directed CBP to increase its workforce by 5,000 border patrol agents.

What is the status of CBP's current hiring efforts?

ANSWER: (ES/HRM) To meet the Executive Order hiring mandate, CBP has intensified all aspects of our existing hiring strategy, which includes initiatives designed to attract more qualified applicants, expedite the pre-employment timeline, and refine the hiring process to address all potential bottlenecks. In addition to modifications being made specifically to the

administration of the polygraph exam, entrance exam, and physical fitness test, we have intensified our recruitment and marketing activities and large-scale rebranding effort, which incorporates data-driven marketing campaigns across multiple platforms and recruitment events in many strategic regions of the country.

CBP has also worked with the Office of Personnel Management (OPM) to obtain direct-hire authority to help fill the additional BPA positions, as well as other positions involved in protecting our borders. OPM also approved a revision for qualifying BPAs to enable us to change our methods for filling BPA positions and thus improving our ability to meet certain mission critical hiring needs. (b) (5)

(b) (5)

These and other efforts will not only help to ensure CBP compliance with the Executive Order but also further establish our long-term ability to staff the frontline in accordance with the expanding complexity and demands of our mission.

Question 13b: Has CBP been able to reallocate existing resources to the Southern border while it works towards increasing its current workforce?

ANSWER: (USBP - SPAD w/input from MROD & OFO) Yes, the USBP conducts the Capability Gap Analysis Process (CGAP) annually. This effort allows the organization to plan and adjust as the border environment changes. CGAP allows the agents on the ground to work through their current capabilities, solve problems and mitigate gaps.

Until CBP fills its identified gaps in staffing, OFO flexes to respond to surges in volume. For example, during the migration surge early in FY 2017, OFO increased overtime as well as detailed CBP Officers to Southwest Border locations in Southern California and Arizona to meet the increased workload.

Question 13c: When does CBP anticipate that all 5,000 new border patrol agents will be on board?

ANSWER: (ES/HRM) CBP will comply with the President's Executive Order on Border Security and Immigration Enforcement Improvements. Projecting a timeframe for hiring 5,000 additional BPAs is a work in progress as we map out screening, vetting, hiring, and training executables that ensure there is no degradation in the quality of our BPAs while reaching the President's goals. We will work diligently with the Department of Homeland Security, the Congress, and other Federal Government and private partners to meet the Executive Order mandate. Staffing the frontline with well-qualified individuals of the highest integrity and capability remains a top mission support priority for CBP. CBP will maintain the hiring surge that has been in effect since FY 2014.

Polygraph Requirement

Question 14a (wf 1144396): With the surge in hiring, some are concerned that CBP will "water down" or waive the mandatory polygraph requirement altogether. The New York Times published an article over the weekend highlighting "rogue" agents and criticism of the Administration for considering lowering hiring requirements.

Can you set the record straight and explain exactly what CBP's process limitations are as it relates to polygraphs?

ANSWER: (OPR) CBP follows best practices in our administration of the polygraph, which have been identified by the National Center for Credibility Assessment (NCCA). All CBP polygraph examiners undergo the same NCCA training required of all federal polygraph examiners, and our polygraph program has successfully passed five NCCA inspections.

CBP also recognizes that the polygraph program has endured much scrutiny over the years. In an effort to refine and expedite this phase of our hiring process, CBP began a pilot of a new polygraph format which is more streamlined. CBP is also working with Congress to explore the possibility of extending polygraph waiver eligibility to groups of applicants who meet certain criteria, namely current federal law enforcement; current state or local law enforcement; and veterans, transitioning service members, and members of the Reserves and National Guard. These potential changes to the polygraph program will also maintain CBP's high integrity standards.

Regarding our hiring processes, all CBP frontline applicants undergo a multistep hiring process that includes an entrance exam, qualifications review, interview, medical exam, drug screening, physical fitness test, polygraph examination, and background investigation. In the last two years, CBP has made significant improvements, including the implementation of an expedited hiring process, to reduce the average time-to-hire from 469 days in January 2016 to fewer than 300 days. The expedited process is now being applied to all applicants, as of April 2017. We anticipate the time-to-hire will continue to decrease, as the new process has shown the ability to hire applicants in an average time of as low as 160 days.

Question 14b: There are a number of bills being considered that would allow CBP to hire veterans and other law enforcement personnel who have already had polygraphs administered by the military or their agencies. Do you think this change in hiring criteria will help CBP?

ANSWER: (OPR) CBP values the demonstrated commitment and trustworthiness these applicants bring to the mission, and as many of these individuals have experience in situations relevant to the CBP mission set, CBP desires their knowledge, skills, and abilities to complement our workforce. CBP believes the flexibility to waive the polygraph for individuals in these limited populations would potentially expedite their onboarding and allow CBP to direct more resources toward the processing of other groups of applicants, preventing potential bottlenecks in the hiring pipeline.

Waivers determinations will not be granted lightly; as each criterion will be carefully vetted and reviewed to ensure verification by trained personnel security staff. Additionally, all CBP law enforcement applicants will undergo a Tier 5 background investigation, regardless if a waiver has been granted. Should derogatory information be discovered during an applicant's background investigation, CBP may then choose to administer a polygraph examination.

Due to technological advances, CBP's pre-employment vetting of applicants and background investigation program has made quantum leaps forward in capabilities over the past 3-5 yrs.

CBP has a robust automated vetting process system, implemented in early 2017, which has the ability to identify all federal law enforcement and anti-terrorism databases through CBP's targeting systems. This system allows CBP to check criminal history, arrest records, suspicious financial activity and consolidated terrorism watchlists.

Infrastructure Improvements

Question 15a ([wf 1144397](#)): It's no secret that the infrastructure at our ports of entry is aging and that CBP needs more funding to build new facilities and maintain existing ones. That is why I was glad to see additional appropriations provided to DHS to address facilities maintenance.

Which ports of entry along the Southern border has CBP prioritized for infrastructure improvements in FY 2017?

ANSWER: (ES/OFAM) CBP is grateful to receive additional appropriations in FY 2017 to address the backlog of much needed facilities maintenance needs. To date, CBP has made facilities investments in FY 2017 at the following ports of entry (POEs) on the Southern Border: San Ysidro (CA), Calexico West (CA), Calexico East (CA), Tecate (CA), Naco (AZ), and El Paso Bridge of the Americas (TX). CBP is currently in the process of identifying additional facility locations on the Southern Border to address with the recent additional appropriations provided.

Question 15b: Which infrastructure projects does CBP consider critical and is there any additional legislative action that we can take to help address these priority projects?

ANSWER: (ES/OFAM)

(b) (5)

(b) (5)

(b) (5)

Facial Recognition Technology

Question 16a ([wf 1144398](#)): I also understand that CBP is working with new facial recognition technology at ports of entry to help improve inspections.

What are the benefits of using such technology?

ANSWER: (OFO lead w/ ES/OIT input [Entry Exit to assist]) (b) (5)

(b) (5)

(b) (5) CBP is planning several technical demonstrations of facial recognition at international airports during the summer of 2017.

(b) (5)

(b) (5)

Question 16b: When do you anticipate CBP will be able to expand its use to all Southern and Northern ports of entry?

ANSWER: (OFO lead w/ ES/OIT input [Entry Exit to assist]) CBP is currently planning to expand the use of facial recognition technology to the land border pedestrian environment. However, planning is ongoing and specific milestones for expansion to all Southern and Northern ports of entry are undecided at this time.

(b) (5)

Leveraging the capabilities piloted at Atlanta's Hartsfield-Jackson International airport, CBP is planning to deploy facial recognition at two southwest border land ports of entry for pedestrian processing later this year. CBP will leverage the best practices developed on the land border so it's expandable to other pedestrian locations.

Assaults on CBP Officers

Question 17 (wf 1144399): Earlier this month, the DHS Office of Inspector General was asked to review the number of assaults on CBP officers in the past 2 fiscal years.

What steps has CBP taken to better protect officers on the front line, especially on the Southern border?

ANSWER: (OFO) CBP Officers at our POEs receive training to protect themselves and the general public from assaults during their quarterly firearms qualifications/training and less-lethal

force training sessions (to include those ports with firearms training simulators). Additionally, CBP Officers receive safety musters on officer assaults and safety guidance on a periodic basis.

Agriculture

Question 18 ([wf 1144400](#)): When you mention border security, most people think only of pedestrian, passenger vehicle, or commercial truck traffic crossing into our POEs. But another component of CBP's job is to protect homeland from dangerous pests, animals, and other prohibited agricultural products that could do huge damage to our farmland. I see CBP has had successes with intercepts of this kind.

How is CBP currently resourced at the ports of entry to inspect incoming produce, livestock, and other plant life?

ANSWER: (OFO Agriculture Programs and Trade Liaison Response lead w/ ES/OFAM input) As of May 19, 2017, there were 2,408 Customs and Border Protection Agriculture Specialists (CBPAS) onboard at 182 ports of entry. We have 10 vacancies. The Agriculture Resource Allocation Model projected a needed increase of 631 CBPAS, which was reported to Congress in last year's Resource Optimization Strategy at Ports of Entry Report to Congress dated June 7, 2016. The FY18 President's Budget Request funds 3,061 full time equivalent CBPAS; financed via the AQI user fees at \$534.5M. As of FY 17, CBP has recovered approximately 93.6 percent of our eligible agriculture program costs from the AQI user fees.

Relevant AQI Stats	FY16
Total Quarantine Material Interceptions (QMI) - includes canine interceptions, all of which consist of prohibited fruits, vegetables, plants, plant by-products, meats, and meat by-products.	1,772,372
Emergency Action Notification (EAN) - includes remedial actions for noncompliance, quarantine pests, federal noxious weed seeds, or other contaminants were intercepted in cargo.	46,481
Violations/Penalties – include trade and travel environments.	78,787
Pest Interceptions - Quarantine insects and plant pests.	61,873

CBP Office of Field Operations (OFO) is continuing to make efficiencies and business process improvements in CBP Agriculture Quarantine Inspection (AQI) operations at ports of entry to ensure that the CBP agriculture mission of helping to prevent the spread of foreign plant pests and animal diseases in America's agriculture and natural resources. Through modernization efforts that support port operations, automation of technology, and building effective inspection and compliance programs, CBP's agriculture mission is maintained. CBP is building trade industry partnerships, providing stakeholder outreach, and liaising with other government agencies to secure stronger agriculture quarantine inspection and agro/bio terrorism programs. CBP is advocating informed compliance with the travel and trade communities to provide education regarding the threats associated with the movement of prohibited and restricted agriculture products through people and conveyances.

QUESTIONS FOR THE RECORD SUBMITTED BY

THE HONORABLE Amy Klobuchar

Analogue Drugs

Question 19 (wf 1144401): In your hearing, we discussed how dangerous drugs like fentanyl are coming across our borders from foreign countries and what U.S. Customs and Border Protection is doing to counter this threat. I also noted that I am leading bipartisan legislation, the SALTS Act, with Senator Graham to make it easier to prosecute the sale and distribution of analogue drugs.

Can you elaborate on the various types of analogue drugs that U.S. Customs and Border Protection has encountered, including analogues of fentanyl?

ANSWER: (OI lead w/ LSS input) The three major categories of drugs in which we see the most analogues are steroids, synthetic cannabinoids (a.k.a. spice, K2), and synthetic cathinones (a.k.a. bath salts). The number of possible analogues for these three classes based on the molecular modifications observed exceed 10,000 for the first two categories and is estimated to be 1,000 to 10,000 for the remaining category. Since the spotlight is now on synthetic opioids, namely fentanyl, CBP Laboratories & Scientific Services has analyzed 16 unique fentanyl analogues and are aware of several others through our own research. The fentanyl subset of drugs lags behind the other designer drug categories and has just over 1,000 possible analogues based on the molecular modifications presently observed. Using data from LSS's triage program, we are able to get a more generalized picture of the designer drug problem. The table below is from presumptive data generated by the triage program from April 2016 to April 2017. It should be noted that presently >95% of all of the analogues encountered are in the express consignment and international mail environments, and no analogues of fentanyl have been seen crossing the Southwest border.

Drug class (chemically or biologically based)	Number of unique analogues observed	Total number of observations
amphetamine / methamphetamine class	9	218
benzodiazepine (BZD) class	8	111
cathinone class (a.k.a. bath salts)	38	656
erectile dysfunction class	8	352
ephedrine class	3	31
fentanyl class	9	93
gamma-hydroxybutyric acid & its prodrugs - (1,4-BD, GBL, GHB)	3	1079
arylcylohexylamine (PCP) class	1	9
ketamine class	3	108
cannabinoid mimetics class (a.k.a. spice, K2)	29	586
phenethylamine class	12	39
opiate class	1	5
arylpiperazine (BZP) class	3	8
quinazolinone (Quaalude) class	3	3
tropine (cocaine) class	3	36
steroid class	63	1947
tryptamine class	6	20
opioid class (non-fentanyl, non-opiates)	1	89
Totals	203	5390

Travel Waivers

Question 20a (wf 1144402): The President's revised executive order targeting the refugee admissions program and banning travel from certain Muslim-majority countries authorizes U.S. Customs and Border Protection to make waivers in certain cases, including when denying entry would cause "undue hardship" and when the person's entry would be "in the national interest."

Although federal courts have blocked the implementation of this order, I would like to hear from you on how U.S. Customs and Border Protection would define the terms "undue hardship" and "in the national interest" with respect to processing these waivers?

ANSWER: (OFO) CBP defers this question to the Department of State (DOS) and United States Citizenship and Immigration Services (USCIS). (b) (5)

(b) (5)

Question 20b: How would U.S. Customs and Border Protection evaluate and issue these waivers on a case-by-case basis if the order were to take effect?

ANSWER: (OFO) Once an individual receives an Executive Order-related waiver, CBP would conduct a routine inspection upon their arrival at a port of entry.

QUESTIONS FOR THE RECORD SUBMITTED BY

THE HONORABLE Jeff Flake

Road Maintenance

Question 21a (wf 1144403): I generally hear positive reports from Arizonans about the good work of the Border Patrol. However, one complaint that I am sure you are aware of is road maintenance; we often hear from ranchers and others that the Border Patrol utilizes local roads for surveillance, but is unable to maintain the same roads. I have since requested a GAO study on border road deterioration and maintenance and look forward to its results. The FY17 Appropriations provided funding for both border road maintenance (\$22,400,000) and border road construction (\$77,400,000).

I understand there are limitations for CBP with regard to border road maintenance, but how will you prioritize utilizing these funds to maintain border roads used heavily by the Border Patrol?

ANSWER: (ES/OFAM) *[Consistent with CBP's response to the GAO audit, which is referenced in the question]* Well maintained roads in the border region are beneficial to the local communities and CBP. However, CBP does not have the authority to use its appropriated funds to maintain state and local roads.

Question 21b: Another issue I often hear about is border access for your agents. Arizona's rough terrain and intermittent roads hinder the ability of agents to apprehend criminal border crossers or drug runners in a timely fashion. How will new funding for border roads improve this situation?

ANSWER: (ES/OFAM) CBP deploys a comprehensive approach to secure the border, and roads are one element of that layered approach. Our comprehensive plan includes additional, substantial investments in technology, infrastructure and enforcement personnel. Fencing and technology are complementary tools, that also require access for patrol and maintenance and repair purposes through new road construction. CBP will continue to work to deploy the right mix of technology, tactical infrastructure, and personnel to secure the border as effectively and efficiently as possible, to include continued new road construction requirements.

Question 21c: What else can Congress do to assist in these efforts?

ANSWER: (ES/OFAM)

(b) (5)

(b) (5)

Consulting Local Landowners

Question 22a (wf 1144404): Local stakeholders in Arizona whom call the U.S.-Mexico border their home need to be consulted during the debate on securing the border. In fact, border ranchers and landowners have greatly helped my staff and me to better understand the situation on the border.

What efforts have been made to consult with local landowners during the discussions on the wall and border security generally?

ANSWER: (IPL) U.S. Customs and Border Protection (CBP) recognizes the importance of consulting local landowners potentially impacted by deployment of border security infrastructure, and regularly engages with landowners and community leaders in the border region. U.S. Border Patrol's (USBP) Border Community Liaisons (BCLs) are designated Agents in each Border Patrol Sector charged with maintaining relationships, fielding input, and addressing concerns from these stakeholders in their areas of responsibility. In Arizona, the USBP's Tucson Sector leadership and BCL staff frequently meet with land owners and other constituents impacted by USBP operations and infrastructure along Arizona's border. In addition, CBP field and headquarters leadership regularly engages with community stakeholders, including local government officials, who often provide input on behalf of their local constituents and landowners. With regard to the constructions of border wall and related infrastructure, CBP is prioritizing outreach in areas that have received appropriations for specific construction projects, and will identify and liaise with relevant land owners potentially impacted by these projects.

Question 22b: How can Congress ensure that our constituents are heard by the Border Patrol and that their ideas and suggestions are taken under consideration?

ANSWER: (IPL) CBP's Office of Congressional Affairs (OCA), along with the Intergovernmental Public Liaison (IPL) office, regularly work with members of Congress and the general public to receive input and concerns about CBP operations and infrastructure. OCA and IPL share this information with the relevant components within the agency, including the U.S. Border Patrol, and can help address inquiries or concerns with those components, as necessary. OCA handles inquiries on behalf of members of Congress, while IPL is available to work directly with members of state, local, and tribal governments, along with associations or members of the general public. IPL can be reached at (202) 325-0775.

QUESTIONS FOR THE RECORD SUBMITTED BY

THE HONORABLE Mazie Hirono

Border Wall Land

Question 23a (wf 1144405): Following the passage of the Secure Fence Act in 2006, the U.S. built nearly 700 miles of fencing along federal land in California and Arizona. In Texas, however, most of the land along the U.S.-Mexico border is privately owned. When the government attempted to take parts of that land, many owners sued. The government has spent years litigating the issues, and nearly 100 cases are still open. According to the Government Accountability Office, only about one-third of the land on which the President's proposed border wall would sit is owned by the federal government or Native American tribes.

Does DHS plan to use eminent domain to procure the land it needs to build the border wall?

ANSWER: (ES/OFAM) It is always DHS' preference to acquire private property through voluntary sale. However, there are situations where that may not be possible. For instance, past practice has shown that in some locations, it is impossible to determine the rightful owner/owners of the property based upon the available property records. In such cases, the Government must file a condemnation action to acquire the property and the Court proceedings will determine who owns the property, and thus, who has the right to just compensation for that property. In addition, there may be times when the Government and the landowner cannot agree on a price, or a landowner is unwilling to sell for any amount of money. In such situations, condemnation is the only method for acquiring the needed property.

Question 23b: How much is the government prepared to spend fighting landowners in court?

ANSWER: (ES/OFAM) At this early stage, DHS cannot reasonably forecast total or final land acquisition costs associated with the border wall. However, for border barrier projects outlined in

the FY17 enacted budget and the FY18 President's budget, CBP included a rough order of magnitude for real estate costs based on lessons learned from the border fence project. CBP cannot estimate or identify any specific or definitive real estate costs or requirements until CBP begins conducting the necessary planning and research.

Question 23c: Is there guidance in place to determine the appropriate amount of "just compensation" to which landowners subject to eminent domain are constitutionally entitled?

ANSWER: (ES/OFAM) Legally, just compensation is defined as the fair market value of the property on the date the Government filed the complaint in federal district court—in other words, the date of the taking. *Horne v. Dep't of Agric.*, 135 S.Ct. 2419, 2432 (2015) ("The Court has repeatedly held that just compensation normally is to be measured by 'the market value of the property at the time of the taking.'") quoting *United States v. 50 Acres of Land (Duncanville)*, 469 U.S. 24, 29 (1984).

The concept of compensation to a landowner may include not only compensation for the property that is acquired, but also compensation to a landowner for damages to the remainder of the landowner's property. "Severance damages" refers to damages awarded to a property owner for the reduction in fair market value of the land as a result of severing the condemned land from a larger parcel of land. See *United States v. Miller*, 317 U.S. 369, 376 (1943).

Environmental Impact

Question 25a ([wf 1144407](#)): According to the Fish and Wildlife Service, at least 89 endangered or threatened species, 108 species of migratory bird, and four national wildlife refuges could potentially be affected by activities along the border region.

Has CBP reviewed the environmental harms to wildlife, wildlands, and waterways that would be done by construction and maintenance of a border wall?

ANSWER: (ES/OFAM) CBP has conducted significant environmental planning for past fence construction and other border security related actions conducted on the southwest border. Prior environmental planning has resulted in the completion of hundreds of biological studies and numerous environmental assessments. CBP retains data and analysis on habitat and species gathered during the course of planning for infrastructure projects and regularly consults with the US Fish and Wildlife Service on the potential for impacts to habitat and species as a result of implementation of its border infrastructure projects. In addition, CBP funded development of the US Fish and Wildlife Service system known as IPaC during previous border fence construction, which aids in the identification of critical habitat, species, and other natural resources within a project area.

CBP's commitment to responsible environmental stewardship remains, and the environmental planning process for new border wall would continue to include conducting biological surveys of the areas to be disturbed as a result of border wall and consultation with all appropriate

stakeholders including federal land managers and the US Fish and Wildlife Service to minimize any impacts to habitat and species.

Question 25b: Does CBP have a plan in place to mitigate the damage done to the environment?

ANSWER: (ES/OFAM) As part of its standard environmental planning process, CBP will complete biological surveys in advance of any construction to identify the potential for impacts to biological resources and protected species and habitat. CBP, in consultation with the appropriate stakeholders, including the US Fish and Wildlife Service and affected federal land managers, will identify appropriate mitigation measures to address habitat loss or impacts to species, as well as identify best management practices to be implemented during construction. Following construction, CBP will execute appropriate mitigation such as habitat restoration, habitat creation, or other mitigation strategy as identified through the pre-construction consultation with stakeholders.

Hiring Time Reductions

Question 26a (wf 1144408): Recently, the Trump administration ordered the hiring of 5,000 additional border agents to be "assigned to duty stations as soon as practicable." However, given current hiring and retirement rates at CBP, it has been reported that it could take more than ten years to meet that goal. CBP has reduced the amount of time it takes to recruit and hire agents from an average of 469 days in January 2016 to 165 days in March 2017.

What changes has CBP made to reduce hiring times so dramatically since last year?

ANSWER: (ES/HRM) Beginning in 2015, CBP reengineered its entire pre-employment process by implementing over 40 process improvements. This effort collectively transformed our frontline staffing capability. A pivotal part of that transformation was the development of a hiring hub process that significantly reduced the time-to-hire for qualified applicants and allowed CBP to identify and remove unqualified applicants more quickly. This has been highly effective in preventing bottlenecks in later phases of the process. Spanning just a few days, the hiring hub process for applicants includes four of CBP's twelve hiring process steps (the structured interview, the polygraph examination, suitability adjudication for provisional clearances, and the entry-on-duty offer) which would otherwise require multiple appointments extending across several months. CBP continues to incorporate lessons learned from the hiring hub program and has formalized an expedited hiring process. Effective April 2017, all new frontline applicants are being processed through this expedited process. The average time for CBP to hire successful applicants in the expedited process is anticipated be an average of 160 days.

Question 26b: Are agents today less thoroughly vetted than they were a year ago?

ANSWER: (OPR) All applicants to CBP undergo a stringent series of vetting checks along with a Tier 5 Background Investigation, the most stringent available in the Federal Government. Initial vetting checks include criminal records history, immigration checks, border crossing,

credit bureau reporting. The National Agency Check, required of all applicants, employees and contractors, includes the FBI Name Check and fingerprint check. In addition to the initial background investigation, each CBP employee undergoes a Periodic Reinvestigation every five years and will be subject to Continuous Evaluation practices that monitor criminal and suspicious activities.

(b) (5)

Question 26c: If so, then how can we assure that these changes will not compromise standards or otherwise impact the quality of hires at CBP? If not, then why did CBP not make these changes sooner?

ANSWER: (OPR) As stated above, all applicants to CBP undergo a thorough background investigation and employees undergo a periodic reinvestigation every five years. Technological progress and information sharing, coupled with the development of continuous evaluation and the addition of Criminal Investigators at CBP, have added to the capabilities CBP has to ensure the trustworthiness and integrity of its workforce, allowing us to consider changes that a year or more ago might not have been possible.

(b) (5)

Vetting Process Compromised

Question 27 ([wf 1144409](#)): Can you assure the Committee with complete certainty that CBP's recent efforts to reduce hiring times will not compromise our vetting process for CBP hires?

ANSWER: (OPR) The vetting process for applicants remains the same, except for the consideration of a waiver for the polygraph for specific identified populations that have undergone previous vetting consistent with that done by CBP. All applicants, regardless of whether they receive a polygraph waiver, will undergo the stringent vetting and Tier 5 background investigation required for those holding National Security-designated positions. While there is no such thing as zero risk, we believe we have in place practices, such as the Tier 5 background investigation, 5-year periodic reinvestigations and continuous evaluation, that will help mitigate that risk which might otherwise exist.

Agents Still Needed

Question 28 ([wf 1144410](#)): With border apprehensions at a 40 year low, and lower this year than they have been at comparable points in each of the last five years, does it make sense for us to pour resources into border personnel, infrastructure, and surveillance? Is there a coherent strategy for the use of these funds?

ANSWER: **(USBP - SPAD Planning/Analysis lead w/ ES/OF/OFAM/OAQ input)** Agents are still needed to defend, guard and protect from illegal entry, illegal smuggling, and terrorist activity by performing patrol, surveillance/intelligence and processing/prosecutions under varying conditions. This is evidenced through the Requirements Management Process, there is

(b) (5)

continued demonstration of the need for resources. USBP personnel make assessment of what it needs (capability requirements) versus what it has (capability baseline) to identify gaps in capability. In 2016, 1,135 Capabilities, Objective Measures, Resources, Evaluative Methods (CORE) Cards were documented at the station level and acknowledged by the applicable Sector leadership, citing local capability gaps. Declining or denying resources to USBP, exercising under the current mission, could diminish current and future capabilities. Additionally, in 2016, the onboard USBP Agent Staff at Sector level worked to meet the operational demands of 23,673 ~~FTE~~ full time equivalents. (b) (5)

(b) (5)

(b) (5)

Turning Away Asylum Seekers

Question 29a (wf 1144411): The nonpartisan international human rights organization Human Rights First recently reported that CBP agents have been unlawfully turning away asylum seekers at the Mexican border, citing the Administration's executive order on border security from earlier this year as a justification for doing so.

Are you aware of these reports of instances where CBP agents have wrongfully turned away asylum seekers at the Mexican border?

ANSWER: (OFO) (b) (5)

(b) (5)

Question 29b: What is CBP doing, if anything, to investigate whether these reports are accurate and remedy these cases if they are?

ANSWER: (OFO) It is CBP's policy to treat all individuals in a professional manner and with dignity and respect, consistent with applicable U.S. laws. CBP takes allegations of employee misconduct very seriously and has long instituted policies pertaining to abuses of authority. Complaints are recorded, investigated, and appropriate action is taken against CBP employees who are found to have violated policy.

From: (b)(6)
To: (b)(6)
Subject: RE: HSGAC Questions on the Wall
Date: Monday, April 03, 2017 11:51:58 PM

Thank you (b)(6)

From: (b)(6)
Sent: Monday, April 03, 2017 9:26 AM
To: (b)(6)
Cc: (b)(6)
Subject: RE: HSGAC Questions on the Wall

This is perfect – thank you.

(b)(6)
Director, Business Operations Division (Acting)
Border Patrol & Air and Marine Program Management Office
Facilities Management and Engineering
Office of Facilities and Asset Management
Mobile: (b)(6)

From: (b)(6)
Sent: Monday, April 03, 2017 11:37 AM
To: (b)(6)
Cc: (b)(6)
Subject: RE: HSGAC Questions on the Wall

Hi (b)(6)

My responses are in red (I assume you just wanted me to answer the highlighted questions):

(5) A copy of the Life Cycle Cost Estimate for this acquisition and the planned follow up acquisitions;

(b) (5)

(7) A copy of the Independent Government Cost Estimate;

(b) (5)

- (8) A copy of the market research report;
- (9) Whether there was a request for information already conducted with industry to assess the current state of the art on fencing/wall technology and a copy of the responses to those RFI's (if they didn't do that you can just answer no);
- (10) If there is a sensor/technology component to the design/build RFP, the level of IT security risk that DHS has assigned to this acquisition;
- (12) A copy of the analysis of alternatives;

(b) (5)

- (13) Any other report, business case, or analysis prepared by DHS in preparation for the solicitation;
- (14) If any of the above referenced reports was completed by a contractor, the name of the contractor, and a copy of the contract charged for completion of the report, for each of the referenced reports; and,
- (16) A list of projects/deliverable elements that SBI-net was going to provide that continued as a level 3 acquisition at CBP.

Please let me know if you have any questions or comments.

Best Regards,

(b)(6)

(b)(6) PMP

Special Projects Analyst

Agile Group

Border Patrol & Air and Marine Program Management Office (BPAM PMO)

Office: (b)(6)

Mobile

*Excel as a trusted strategic partner enhancing
Border Patrol's proud legacy.*

From: (b)(6)

Sent: Monday, April 3, 2017 10:59 AM

To: (b)(6)

Cc:

Subject: FW: HSGAC Questions on the Wall

(b)(6) – See below.

(b) (5)

(b) (5)

(b)(6)

Director, Business Operations Division (Acting)

Border Patrol & Air and Marine Program Management Office

Facilities Management and Engineering

Office of Facilities and Asset Management

Mobile: (b)(6)

From: (b)(6)

Sent: Monday, April 03, 2017 8:09 AM

To: (b)(6)

(b)(6)

Subject: FW: HSGAC Questions on the Wall

We'll need to get a statement together explaining why it's too soon to answer these questions.

(b)(6)

From: (b)(6)

Sent: Monday, April 3, 2017 8:07 AM

To: (b)(6)

(b)(6)

Cc: (b)(6) LOWRY, KIM M

(b) (6)

Subject: HSGAC Questions on the Wall

Good morning,

OCA has been working with minority staff from the Senate Homeland Security and Governmental Affairs Committee to address questions related to the wall. The items below remain unanswered as it may be too soon since the RFIs are posted and not any RFPs. (b) (5)

(b) (5)

Thank you,

(b)(6)

(5) A copy of the Life Cycle Cost Estimate for this acquisition and the planned follow up acquisitions;

(7) A copy of the Independent Government Cost Estimate;

(8) A copy of the market research report;

(9) Whether there was a request for information already conducted with industry to assess the current state of the art on fencing/wall technology and a copy of the responses to those RFI's (if they didn't do that you can just answer no);

(10) If there is a sensor/technology component to the design/build RFP, the level of IT security risk that DHS has assigned to this acquisition;

(12) A copy of the analysis of alternatives;

(13) Any other report, business case, or analysis prepared by DHS in preparation for the solicitation;

(14) If any of the above referenced reports was completed by a contractor, the name of the contractor, and a copy of the contract charged for completion of the report, for each of the referenced reports; and,

(16) A list of projects/deliverable elements that SBI net was going to provide that continued as a level 3 acquisition at CBP.

From: (b)(6)
To: (b)(6)
Cc: [FMEEXEC SUPPORT](#); [BPAM PMO TASKS](#); [OFAM-TASKINGS](#)
Subject: FW: CBP OCC Litigation Hold - Center for Biological Diversity v. Kelly et al.
Date: Wednesday, June 28, 2017 8:50:15 AM
Attachments: (b)(5)
[Center for Biological Diversity v. Kelly et al. - Complaint filed 4 12 17.pdf](#)
(b)(5)
[CBD v. Kelly - Lit Hold Records Retention Form.docx](#)
[CBD v. Kelly - Lit Hold Written Instructions.docx](#)

Good Morning,

FYSA - Please see the litigation hold notice below and attached.

Thank you,

(b)(6)
Senior Task Manager
Agile Group
Office of Facilities and Asset Management
U.S. Customs and Border Protection
Mobile: (b)(6)

(b)(6)

From: (b)(6)
Sent: Tuesday, June 27, 2017 3:23 PM
To: (b)(6)

(b)(6)

(b)(6)

eDISCOVERY TEAM

(b)(7)(E)

Cc: (b)(6)

(b)(6)

Subject: CBP OCC Litigation Hold - Center for Biological Diversity v. Kelly et al.

Re: Center for Biological Diversity v. Kelly et al., Case No. 4:17-cv-00163 (D. AZ)

Good afternoon!

Please find attached for distribution the litigation hold memorandum in connection with the above referenced case. Also attached for your reference are the attachments referenced in the memorandum.

In this litigation, the plaintiffs allege that the Department of Homeland Security and U.S. Customs and Border Protection failed to comply with the National Environmental Policy Act (NEPA) by failing to supplement a Programmatic Environmental Impact Statement for enforcement activities on the U.S.-Mexico Border. The plaintiffs have also given notice that they plan to supplement their complaint with claims under the Endangered Species Act (ESA) in the same region. With this in mind, please distribute to all offices and sectors with related information and documents.

If you have any questions or concerns, please do not hesitate to ask.

All the best,

(b)(6)

(b)(6)

Staff Attorney
Office of Associate Chief Counsel
U.S. Customs and Border Protection
4742 N. Oracle Rd. (b)(6)
Tucson, AZ 85705

(b)(6) (Office)
(b)(6) (Fax)

(b)(6)

~~ATTORNEY WORK PRODUCT/PRIVILEGED COMMUNICATION~~
~~CIRCULATION RESTRICTED~~

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1 Brian Segee (Cal. Bar No. 200795)
2 Center for Biological Diversity
3 111 W. Topa Topa Street
4 Ojai, CA 93023
5 Email: bsegee@biologicaldiversity.org
6 Phone: (805) 750-8852
7 *Pro Hac Vice applicant*

8 Brendan Cummings (Cal. Bar. No. 193952)
9 Anchun Jean Su (Cal. Bar No. 285167)
10 Center for Biological Diversity
11 1212 Broadway #800
12 Oakland, CA 94612
13 Email: bcummings@biologicaldiversity.org, jsu@biologicaldiversity.org
14 Phone: (510) 844-7100
15 *Pro Hac Vice applicants*

16 Attorneys for Plaintiffs

17 **IN THE UNITED STATES DISTRICT COURT**
18 **FOR THE DISTRICT OF ARIZONA**
19 **TUCSON DIVISION**

20 Center for Biological Diversity, a non-
21 profit organization; and U.S.
22 Representative Raúl Grijalva, an
23 individual,

24 Plaintiffs,

25 v.

26 John F. Kelly, in his official capacity
27 as Secretary of Homeland Security;
28 U.S. Department of Homeland
Security; Kevin K. McAleenan, in his
official capacity as Acting
Commissioner, U.S. Customs and
Border Protection; and U.S. Customs
and Border Protection,

Defendants.

CASE NO.

**COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF**

I. INTRODUCTION

1
2 1. In this action for declaratory and injunctive relief, Plaintiffs Center for
3 Biological Diversity and Congressman Raúl Grijalva challenge the failure of John Kelly,
4 Secretary of the Department of Homeland Security (“DHS”), DHS, its component
5 agency U.S. Customs and Border Protection (“CBP”), and Acting CBP Commissioner
6 Kevin K. McAleenan (collectively “Defendants” or “DHS”) to supplement their
7 environmental analysis of their southern border enforcement program, as required by the
8 National Environmental Policy Act (“NEPA”), 42 U.S.C. § 4321 *et seq.*

9 2. NEPA requires that an environmental impact statement (“EIS”) “shall” be
10 supplemented when the “agency makes substantial changes in the proposed action that
11 are relevant to environmental concerns” *or* “[t]here are significant new circumstances or
12 information relevant to environmental concerns and bearing on the proposed action or its
13 impacts.” 40 C.F.R. § 1502.9(c)(1)(i)-(ii)(emphasis added). Defendants have not
14 updated their programmatic environmental analysis for the southern border enforcement
15 program since late 2001, more than 15 years ago, despite the clear presence of the
16 regulatory factors compelling the preparation of supplemental environmental analysis.

17 3. On January 25, 2017, President Donald J. Trump issued an Executive
18 Order on “Border Security and Immigration Enforcement Improvements” (“Border
19 Security E.O.”¹), announcing the creation of a “secure, contiguous, and impassable
20 physical barrier” along the entirety of the nearly 2,000 mile long U.S.-Mexico border, in
21 order “to prevent illegal immigration, drug and human trafficking, and acts of
22 terrorism.” Since that time, DHS Secretary John Kelly issued a February 17, 2017
23 memorandum directing specific actions to implement the Border Security E.O. (“Kelly
24 implementing memorandum”), and on March 17, 2017, DHS issued two Requests for
25

26 ¹ Plaintiffs note that the January 25, 2017 E.O. addressed numerous immigration
27 enforcement initiatives not directly related to border security. Plaintiffs’ captioning of
28 the E.O. as the “Border Security E.O.” is not intended to minimize the importance of
those other provisions, but to focus on the border security aspects of the E.O. that are
relevant to this case.

1 Proposals (“RFP”)—one for a “Solid Concrete Border Wall Prototype” and the second
2 for “Other Border Wall Prototype.”

3 4. The Trump administration’s rapid mobilization to undertake border wall
4 construction itself would have environmental impacts far larger in scope, extent, and
5 intensity than considered in the previous programmatic environmental analysis. The
6 looming specter of border wall construction, however, is just one example of the
7 substantial changes that have been made to the border enforcement program since the
8 last programmatic analysis in 2001.

9 5. In a 1994 programmatic environmental impact statement (“1994 PEIS”)
10 and 2001 supplement to that programmatic environmental impact statement (“2001
11 SPEIS”), the former Immigration and Naturalization Service (“INS”) analyzed the
12 environmental impact of its “strategy for enforcement activities within a 50-mile
13 corridor along the U.S./Mexico border,” in order to allow INS to “gain and maintain
14 control of the southwest border area” through “the prevention, deterrence, and detection
15 of illegal activities.”

16 6. The 1994 PEIS and 2001 SPEIS evaluated three primary categories of
17 border enforcement activities with environmental impacts: operations, engineering, and
18 technological. Operational activities encompass a wide variety of CBP activities,
19 including the deployment and stationing of agents, CBP ground patrols, including
20 patrols by sport utility vehicles and other all-terrain vehicles, and CBP air patrols,
21 including patrols by fixed winged aircraft and helicopter. Engineering activities, often
22 undertaken in cooperation with agencies within Department of Defense, include large
23 infrastructure projects such as border fences and walls, road construction and
24 reconstruction, base camps and other facilities, and other buildings, as well as
25 installation of high-intensity stadium lighting, checkpoints, and other portable measures.
26 Technological activities with environmental impacts include the installation of training
27 ground sensors and remote video surveillance systems.

28 7. Since approval of the 2001 SPEIS, the southern border enforcement

1 program has expanded and changed far more rapidly than at any other time in the
2 nation's history. These changes to the southern border enforcement program are
3 "substantial," and are resulting in environmental impacts that were not adequately
4 considered or foreseen in the last supplemental environmental analysis of U.S.-Mexico
5 border enforcement activities in 2001.

6 8. In the wake of the September 11, 2001 terrorist attacks, DHS was created
7 and took over the border enforcement responsibilities of the former INS, and Congress
8 provided DHS with significantly increased appropriations and aggressive mandates to
9 secure the southern border. In response, DHS through CBP has deployed thousands of
10 new enforcement agents, increased off-road vehicle patrols, constructed or reconstructed
11 thousands of miles of roads, erected hundreds of miles of border walls and fencing, and
12 installed stadium lighting, radio towers, and remote sensors, among other actions, with
13 environmental impacts far beyond those projected and analyzed in the 1994 PEIS and
14 2001 SPEIS. This intensification and expansion of border enforcement activities has
15 resulted in impacts to large expanses of federal lands including National Parks, National
16 Forests, National Conservation Areas, and Wilderness Areas, state and local protected
17 areas and parks, international biosphere reserves, rare habitat including wetlands and
18 desert streams and rivers, and numerous threatened and endangered species including
19 desert bighorn sheep and jaguars.

20 9. In addition to the substantial changes in the DHS southern border
21 enforcement program since the last supplemental environmental analysis conducted in
22 2001, several examples of "significant new circumstances or information" have arisen
23 that are relevant to the environmental impacts of the action and that require updated
24 environmental analysis.

25 10. These new circumstances or information include, but are not limited to: a)
26 greatly improved scientific understanding of the conservation needs of borderland
27 wildlife species, and the impacts of the DHS southern border enforcement program on
28 those needs; b) new information regarding imperiled species in the borderlands,

1 including new and improved information regarding the presence and extent of those
2 species, and the designation of final critical habitat within 50 miles of the U.S.-Mexico
3 border under the Endangered Species Act (“ESA”), 16 U.S.C. § 1531 *et seq.* for 27
4 threatened or endangered species; and c) former DHS Secretary Michael Chertoff’s use
5 of authority under the REAL ID Act, 8 U.S.C. § 1103 *note*, on five occasions to waive
6 more than 35 laws, including NEPA, that otherwise would have applied to
7 approximately 550 miles of border wall, fencing, and road construction along the
8 southern border.

9 11. Despite the passage of 16 years, the border wall construction and other
10 border security intensification measures proposed by the Trump administration, the
11 significant changes in the border enforcement program, and the changed circumstances
12 and other new information, DHS has failed to prepare a new supplement to its
13 programmatic analysis, or to prepare a new programmatic analysis, in violation of
14 NEPA.

15 II. JURISDICTION

16 12. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331
17 and 1346 and 5 U.S.C. §§ 701 to 706. This cause of action arises under the laws of the
18 United States, including NEPA and the Administrative Procedure Act (“APA”), and the
19 implementing regulations established pursuant to these federal statutes. The relief
20 requested is authorized pursuant to 28 U.S.C. §§ 1651 and 2201 to 2202, and 5 U.S.C.
21 §§ 705 and 706. An actual and present controversy exists between the parties within the
22 meaning of the Declaratory Judgment Act, 28 U.S.C. § 2201.

23 III. VENUE

24 13. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)
25 and (e). Plaintiffs Center for Biological Diversity and Raúl Grijalva reside in this
26 judicial district. A substantial part of the events or omission giving rise to the claims has
27 occurred in this district due to decisions made by Defendants, and failure to act by
28 Defendants.

IV. PARTIES

A. Plaintiffs

14. Plaintiff Center for Biological Diversity is a non-profit environmental organization dedicated to the protection of native species and their habitats through science, policy, and environmental law. The Center has more than 1.1 million members and on-line activists. The Center is headquartered in Tucson, Arizona.

15. The Center's members and staff live in or regularly visit the U.S.-Mexico borderlands region. The Center's Tucson headquarters are located just north of the 50-mile border region, defined as the NEPA "action area" in the 1994 PEIS and 2001 SPEIS, and in which DHS and CBP typically focus their border enforcement program. The Center's members and staff regularly use the myriad federal, state, and local protected lands along the U.S.-Mexico border for hiking, camping, viewing and studying wildlife, photography, and other vocational and recreational activities. The Center's members and staff derive recreational, spiritual, professional, scientific, educational, and aesthetic benefit from their activities in these areas. Many Center members live within the 50 mile border region "action area" directly impacted by DHS and CBP daily operations. The Center's members and staff have specific intentions to continue to use and enjoy these areas frequently and on an ongoing basis in the future.

16. The Center has a long history of environmental advocacy within the borderlands region generally, and in relation to border security enforcement in particular. The Center commented on and participated in the previous SPEIS process that culminated in 2001, and regularly comments on federal actions impacting the borderlands region, including those occasions when DHS has conducted NEPA for individual border security enforcement projects. In its comments over the course of nearly two decades, the Center has consistently critiqued the absence of an adequate environmental analysis of the border security enforcement program, particularly on imperiled wildlife species that depend upon habitat in both the United States and Mexico.

1 17. Plaintiff Congressman Raúl Grijalva has been a member of the U.S. House
2 of Representatives since 2002, and is currently the Ranking Member of the House
3 Committee on Natural Resources. Since his election to Congress, Mr. Grijalva has made
4 the environment among his top policy concerns. Mr. Grijalva is the co-chair of the
5 Progressive Caucus and the National Landscape Conservation System Caucus. Mr.
6 Grijalva brings this suit in his professional and personal capacity.

7 18. Mr. Grijalva was born, raised and currently lives in Tucson, Arizona. His
8 father emigrated from Mexico in 1945 as a bracero, a laborer brought in by employers
9 with the approval of the U.S. government to help mitigate the loss of skilled laborers,
10 including ranch hands, serving in World War II.

11 19. Mr. Grijalva has dedicated himself to public service for more than 40
12 years. Beginning his public career as a community organizer, he previously served on
13 the Tucson Unified School District Governing Board, where he was the first Latino
14 elected to the board in more than a century, and the Pima County Board of Supervisors,
15 where he served from 1989 to his election to Congress in 2002.

16 20. Since his election to Congress, Raúl has been one of the legislature's
17 staunchest environmental champions. Mr. Grijalva's efforts have included opposing
18 waivers from compliance with NEPA and other environmental protections.

19 21. Mr. Grijalva has led Congress' efforts to preserve and enhance
20 environmental protections in relation to border security efforts and the DHS U.S.-
21 Mexico border enforcement program. In June 2007, Mr. Grijalva introduced the
22 Borderlands Conservation and Security Act, which would repeal the waiver provision in
23 the REAL ID Act and provide funds for borderlands wildlife management.

24 22. As the Ranking Member of the House Natural Resources Committee,
25 which has primary jurisdiction and oversight authority over NEPA, the ESA, wildlife,
26 and federal public lands, Mr. Grijalva is the leading Democrat in the House of
27 Representative on these issues.

28 23. In addition to his professional interests in protection of the environment,

1 wildlife and communities in the U.S.-Mexico borderlands region, Mr. Grijalva has
2 strong personal interests in these areas. Mr. Grijalva regularly visits lands along the
3 U.S.-Mexico border and derives recreational, spiritual, professional, scientific,
4 educational, and aesthetic benefit from his activities in these areas. Mr. Grijalva has
5 specific intentions to continue to use and enjoy these areas frequently and on an ongoing
6 basis in the future.

7 24. The above-described aesthetic, recreational, professional, and other
8 interests of the Center and its members, and of Mr. Grijalva, have been, are being, and
9 will continue to be adversely harmed by Defendants' ongoing failure to supplement the
10 programmatic environmental impact statement for its U.S.-Mexico border enforcement
11 program, as required by NEPA.

12 25. Border security enforcement activities undertaken as part of the DHS
13 southern border enforcement program negatively impact specific areas in the U.S.-
14 Mexico borderlands, threatening wildlife habitat and other environmental resources,
15 harming the Center and its members' interests and Mr. Grijalva's interests. These
16 activities include but are not limited to: road construction, reconstruction and
17 maintenance; border fence construction, reconstruction, and maintenance; installation,
18 operation, and maintenance of high-intensity stadium lighting and other lighting sources;
19 deployment and/or construction of tactical infrastructure, including forward operating
20 bases; use of all-terrain vehicles, motorcycles, off road, and other vehicles to conduct
21 patrols; deployment of thousands of CBP agents; and use of fixed wing aircraft,
22 helicopters, drones, and other aircraft. Such activities by Defendants individually and
23 cumulatively alter the environment in the borderlands, through construction, noise and
24 light impacts, reduction and restriction of wildlife access to habitat, temporary and
25 permanent alteration of the environment, and disturbance and displacement of wildlife.

26 26. Defendants' actions have harmed and will continue to harm the wildlife
27 populations and individual animals that the Center and its members, and Mr. Grijalva,
28 appreciate and/or study and consequently will reduce their ability to view and/or study

1 wildlife in the borderlands area. Defendants' actions have degraded the wilderness
2 quality, habitat quality, and aesthetics of the area, and consequently have and will
3 continue to degrade Plaintiffs' and their members' recreational, scientific, and aesthetic
4 experience and enjoyment of the region.

5 27. Plaintiffs' injuries are directly traceable to Defendants' actions and failures
6 to act. The activities resulting in harm to the environment and consequently to
7 Plaintiffs' interests are either directly carried out by and/or under the control of
8 Defendants, and/or are the foreseeable consequences of Defendants' actions. Defendants
9 have authority to mitigate or require mitigation of the program's environmental impacts,
10 as well as to implement alternative courses of action that would avoid or minimize many
11 of the environmental impacts of the program. Were Defendants directed to complete the
12 required supplemental NEPA analysis, they might require additional environmental
13 mitigation of the program's impacts or adopt alternatives that would minimize or avoid
14 such impacts in the first place. Implementation of additional environmental mitigation
15 and avoidance measures would lessen and thus redress Plaintiffs' and their members'
16 injuries associated with the program.

17 28. Defendants' failure to comply with NEPA by preparing a supplemental
18 PEIS addressing cumulative environmental impacts also causes Plaintiffs and their
19 members' procedural and informational injuries. The Center, its members, and Mr.
20 Grijalva have and will continue to advocate regarding the program and its environmental
21 impacts, seek to discuss the program with relevant decisionmakers to encourage
22 consideration of alternatives that would avoid, minimize or mitigate environmental
23 harm, and provide information to the public and the media regarding the program and its
24 impacts on the sensitive environmental resources of the borderlands. If Defendants had
25 complied with NEPA by supplementing the PEIS for the southern border enforcement
26 program, the process would have generated additional information on the program's
27 impacts to the species, wildlands and other environmental resources in which they have
28 an interest. Plaintiffs and their members, and Mr. Grijalva in his professional capacity,

1 would have access to this information and be better informed about the program and its
2 impacts, improving their ability to participate in decisionmaking and to suggest potential
3 mitigation. If Defendants are required to prepare a supplement NEPA analysis of the
4 southern border enforcement program, these informational and procedural injuries would
5 be redressed.

6 29. Plaintiffs and their members have no adequate remedy at law and the
7 requested relief is proper. Relief in this case would ensure supplemental programmatic
8 review of the U.S.-Mexico border security enforcement program that would inform the
9 public and decisionmakers about the environmental impacts of these practices, and
10 would provide a statutorily-mandated opportunity for public participation in the
11 decisionmaking process. Such a process could result in Defendants adopting alternatives
12 or other measures that would avoid, minimize, or mitigate some or all of Plaintiffs'
13 injuries. Consequently, a declaratory order directing Defendants to prepare such
14 supplemental programmatic environmental analysis in compliance with NEPA would
15 redress the injuries of Plaintiffs and their members.

16 **B. Defendants**

17 30. Defendant John F. Kelly is the Secretary of the Department of Homeland
18 Security, and is sued in his official capacity. Mr. Kelly is the official ultimately
19 responsible under federal law for ensuring that the actions and management decisions of
20 DHS comply with all applicable laws and regulations, including NEPA.

21 31. Defendant Department of Homeland Security is a United States agency
22 within the executive branch. DHS is responsible for ensuring border security along the
23 U.S.-Mexico border in accordance with applicable legal requirements including NEPA.

24 32. Defendant Kevin K. McAleenan is the Acting Commissioner of U.S.
25 Customs and Border Protection, and is sued in his official capacity.

26 33. Defendant U.S. Customs and Border Protection is a federal agency within
27 DHS. CBP became the nation's comprehensive border security agency in March 2013,
28 incorporating U.S. Customs Service, U.S. Border Patrol, and other offices and agencies.

V. LEGAL BACKGROUND

A. NEPA

34. NEPA is the “basic national charter for protection of the environment.” 40 C.F.R. § 1500.1(a). It was enacted with the ambitious objectives of “encouraging productive and enjoyable harmony between man and his environment . . . promoting efforts which will prevent or eliminate damage to the environment and biosphere and stimulating the health and welfare of man; and enriching the understanding of the ecological systems and natural resources important to the Nation” 42 U.S.C. § 4321.

35. In order to achieve these goals, NEPA contains several “action forcing” procedures, most significantly the mandate to prepare an environmental impact statement on major Federal actions “significantly affecting the quality of the human environment.” *Robertson v. Methow Valley Citizen Council*, 490 U.S. 332, 348 (1989); 42 U.S.C. § 4332 (2)(C).

36. The Supreme Court has found that the preparation of an EIS promotes NEPA’s broad environmental objectives in two primary ways: “It ensures that the agency, in reaching its decision, will have available, and will carefully consider, detailed information concerning significant environmental impacts; it also guarantees that the relevant information will be made available to the larger audience that may also play a role in both the decisionmaking process and the implementation of that decision.” *Methow Valley Citizens Council*, 490 U.S. at 349.

37. The Council on Environmental Quality (“CEQ”) was created to administer NEPA and has promulgated NEPA regulations, which are binding on all federal agencies. *See* 42 U.S.C. §§ 4342, 4344; 40 C.F.R. §§ 1500–1508.

38. The scope of NEPA is quite broad, mandating disclosure and consideration of direct, indirect, and cumulative environmental effects. 40 C.F.R. §§ 1502.16, 1508.7, 1508.8, 1508.27(b)(7).

39. Direct effects are caused by the action and occur at the same time and

1 place as the proposed project. 40 C.F.R. § 1508.8(a). Indirect effects are caused by the
2 action and are later in time or farther removed in distances, but are still reasonably
3 foreseeable. *Id.* § 1508.8(b). These effects include “ecological (such as the effects on
4 natural resources and on the components, structures, and functioning of affected
5 ecosystems), aesthetic, historic, cultural, economic, social, or health, whether direct,
6 indirect, or cumulative.” *Id.* § 1508.8.

7 40. A cumulative impact is defined as: “the impact on the environment which
8 results from the incremental impact of the action when added to other past, present, and
9 reasonably foreseeable future actions regardless of which agency (Federal or non-
10 Federal) or person undertakes such other actions. Cumulative impacts can result from
11 individually minor but collectively significant actions taking place over a period of
12 time.” *Id.* § 1508.7.

13 41. NEPA’s CEQ implementing regulations recognize that in addition to site-
14 specific projects, the types of ‘major Federal action’ subject to NEPA’s analysis
15 requirements include:

16
17 Adoption of formal plans, such as official documents prepared or approved
18 by federal agencies which guide or prescribe alternative uses of federal
19 resources, upon which future agency actions will be based . . . and adoption
20 of programs, such as a group of concerted actions to implement a specific
21 policy or plan; [and] systematic and connected agency decisions allocating
agency resources to implement a specific statutory program or executive
directive.

22 *Id.* § 1508.18(b)(2)-(3); *see also id.* § 1502.4(b)(“Environmental impact statements may
23 be prepared, and are sometimes required, for broad Federal actions such as the adoption
24 of new agency programsAgencies shall prepare statements on broad actions so that
25 they are relevant to policy and are timed to coincide with meaningful points in agency
26 planning and decisionmaking”).

27 42. A program EIS “provides an occasion for a more exhaustive consideration
28 of effects and alternatives than would be practicable in a statement on an individual

1 action. It ensures consideration of cumulative impacts that might be slighted in a case-
2 by-case analysis. And it avoids duplicative reconsideration of basic policy questions.”
3 *CEQ Memorandum to Federal Agencies on Procedures for Environmental Impact*
4 *Statements*. 2 ELR 46162 (May 16, 1972).

5 43. The Supreme Court has recognized the need for national programmatic
6 environmental analysis under NEPA where a program “is a coherent plan of national
7 scope, and its adoption surely has significant environmental consequences.” *Kleppe v.*
8 *Sierra Club*, 427 U.S. 390, 400 (1976).

9 44. Programmatic direction can often help “determine the scope of future site-
10 specific proposals.” *Laub v. U.S. Dep’t of Interior*, 342 F.3d 1080, 1089 (9th Cir. 2003).
11 CEQ regulations define this practice as “tiering.” 40 C.F.R. § 1502.20 (“Whenever a
12 broad environmental impact statement has been prepared . . . and a subsequent
13 statement or environmental assessment is then prepared on an action included within the
14 . . . program or policy (such as a site specific action) the subsequent statement or
15 environmental assessment need only summarize the issues discussed in the broader
16 statement and incorporate discussions from the broader statement by reference and shall
17 concentrate on the issues specific to the subsequent action”).

18 45. NEPA requires that an EIS, including a programmatic EIS, “shall” be
19 supplemented when the “agency makes substantial changes in the proposed action” *or*
20 “significant new circumstances or information” arises that is relevant to the
21 environmental impacts of the action. 40 C.F.R. § 1502.9(c)(1)(i)-(ii) (emphasis added).

22 46. CEQ’s “40 questions” direct that “[a]s a rule of thumb . . . if the EIS
23 concerns an ongoing program, EISs that are more than 5 years old should be carefully
24 reexamined to determine if the criteria in Section 1502.9 compel preparation of an EIS
25 supplement.” *CEQ Memorandum to Agencies: Forty Most Asked Questions Concerning*
26 *CEQ’s NEPA Regulations*, 46 Fed. Reg. 18,026 (March 23, 1981) (Question 32).

27 47. As the Ninth Circuit has stressed in the context of supplemental EISs,
28 “[c]ompliance with NEPA is a primary duty of every federal agency; fulfillment of this

1 vital responsibility should not depend on the vigilance and limited resources of
2 environmental plaintiffs.” *Friends of the Clearwater v. Dombeck*, 222 F.3d 552, 558-59
3 (9th Cir. 2000) (*quoting City of Davis v. Coleman*, 521 F.2d 661, 667 (9th Cir. 1975)
4 (holding that fact that plaintiffs did not specifically “identify this new information as the
5 basis for their demands until after they sued the Forest Service did not excuse the Forest
6 Service from earlier assessing the need for an SEIS.”)

7 48. Agencies are required to apply a “rule of reason” to the decision whether
8 or not to prepare a supplemental EIS. *Marsh v. Oregon Natural Resources Council*, 490
9 U.S. 360, 373-74 (1989). Underlying all of NEPA’s procedural requirements is the
10 mandate that agencies take a ‘hard look’ at all of the environmental impacts and risks of
11 a proposed action. As stated by the Ninth Circuit, “general statements about ‘possible
12 effects’ and some risk’ do not constitute a ‘hard look’ absent a justification regarding
13 why more definitive information could not be provided.” *Blue Mountains Biodiversity*
14 *Project v. Blackwood*, 161 F.3d 1208, 1213 (9th Cir. 1998) (internal citations omitted).

15 **B. Endangered Species Act**

16 49. The ESA, 16 U.S.C. §§ 1531–1544, is “the most comprehensive
17 legislation for the preservation of endangered species ever enacted by any nation.” *TVA*
18 *v. Hill*, 437 U.S. 180 (1978). Its fundamental purposes are “to provide a means whereby
19 the ecosystems upon which endangered species and threatened species depend may be
20 conserved [and] to provide a program for the conservation of such endangered species
21 and threatened species” 16 U.S.C. § 1531(b).

22 50. To achieve these objectives, the ESA directs the Secretary of the Interior,
23 through the U.S. Fish and Wildlife Service (“FWS”), to determine which species of
24 plants and animals are “threatened” and “endangered” and place them on the list of
25 protected species. *Id.* § 1533. An “endangered” or “threatened” species is one “in
26 danger of extinction throughout all or a significant portion of its range,” or “likely to
27 become endangered in the near future throughout all or a significant portion of its
28 range,” respectively. *Id.* § 1532(6), (20).

1 51. Once a species is listed, the ESA provides a variety of procedural and
2 substantive protections to ensure not only the species' continued survival, but its
3 ultimate recovery, including the designation of critical habitat, the preparation and
4 implementation of recovery plans, the prohibition against the "taking" of listed species,
5 and the requirement for interagency consultation. *Id.* §§ 1533(a)(3), (f), 1538, 1536.

6 52. The ESA recognizes that federal agencies, such as DHS and CBP, have a
7 critical role to play in meeting these statutory purposes. The ESA establishes that it is
8 "the policy of Congress that all Federal departments and agencies shall seek to conserve
9 endangered species and threatened species and shall utilize their authorities in
10 furtherance of the purposes" of the ESA. *Id.* § 1531(c)(1).

11 53. To implement this policy, Section 7(a) of the ESA requires that "Federal
12 agencies shall, in consultation with and with the assistance of [FWS], utilize their
13 authorities in furtherance of the purposes of this Act by carrying out programs for the
14 conservation of endangered species and threatened species." *Id.* § 1536(a)(1).

15 54. In addition to this programmatic mandate, the ESA requires that "[e]ach
16 Federal agency shall, in consultation with . . . [FWS], insure that *any action* authorized,
17 funded, or carried out by such agency . . . is not likely to jeopardize the continued
18 existence of any endangered species or threatened species or result in the destruction or
19 adverse modification of [critical habitat]." *Id.* § 1536(a)(2) (emphasis added).

20 55. FWS' regulations define an agency "action" to mean "all activities *or*
21 *programs* of any kind authorized, funded, or carried out, in whole or in part, by Federal
22 agencies." 50 C.F.R. § 402.02 (emphasis added).

23 56. Section 7(a)(2) contains both procedural and substantive mandates.
24 Substantively, it requires that all federal agencies avoid actions that: (1) jeopardize listed
25 species; or (2) destroy or adversely modify designated critical habitat. Procedurally, to
26 ensure compliance with the substantive standards, the federal agency taking action and
27 FWS take part in a cooperative analysis of potential impacts to listed species and their
28 designated critical habitat known as the consultation process. 16 U.S.C. § 1536(a)(2).

1 The consultation process has been described as the “heart of the ESA.” *Western*
2 *Watersheds Project v. Kraayenbrink*, 632 F.3d 472, 495 (9th Cir. 2011).

3 57. Through the formal Section 7 consultation process, FWS prepares a
4 “biological opinion” as to whether the action is likely to jeopardize the species or
5 destroy or adversely modify critical habitat and, if so, suggests “reasonable and prudent
6 alternatives” to avoid that result. 16 U.S.C. § 1536(b)(3)(A). During the consultation
7 process, both agencies must “use the best scientific and commercial data available.” *Id.*
8 § 1536(a)(2); 50 CFR § 402.14(d).

9 58. Reinitiation of Section 7 consultation is required if new information
10 reveals effects of the action that may affect listed species or critical habitat in a manner
11 or to an extent not previously considered, or if a new species is listed or critical habitat is
12 designated that may be affected by the identified action. 50 C.F.R. § 402.16(b) and (d).

13 **C. Administrative Procedure Act**

14 59. The Administrative Procedure Act (“APA”) provides for judicial review of
15 “final agency action for which there is no other adequate remedy.” 5 U.S.C. § 704.
16 Agency action is defined to include “the whole or a part of an agency rule, order,
17 license, sanction, relief, or the equivalent or denial thereof, or failure to act.” *Id.* §
18 551(13). The APA requires that courts “hold unlawful and set aside agency action,
19 findings, and conclusions” that are “arbitrary, capricious, an abuse of discretion, or
20 otherwise not in accordance with law,” or “without observance of procedure required by
21 law.” *Id.* §§ 706(2)(A), (D).

22 60. In reviewing a challenge to an agency’s failure to act, the APA directs that
23 the court “shall compel agency action unlawfully withheld or unreasonably delayed.”
24 *Id.* § 706(1).

VI. STATEMENT OF FACTS

A. Increased Border Enforcement and Prior Programmatic Environmental Impact Statements

i. The 1986 Immigration and Control Act and Initiation of the Southern Border Enforcement Program

61. The Immigration Reform and Control Act of 1986 (“IRCA”, Pub. Law 99-603, codified as 8 U.S.C. § 1101 *note*) was the first Congressional enactment to describe border enforcement as an “essential element” of immigration control. *See* Sec. 111(a) (expressing the sense of Congress that “an increase in the border patrol and other inspection and enforcement activities . . . in order to prevent and deter the illegal entry into the United States” was one of “two essential elements of the program of immigration control established by the Act”). Towards this end, IRCA authorized significantly increased appropriations to U.S. Border Patrol (“USBP”) (now part of CBP), allowing for a 50% increase to USBP agent numbers. Sec. 111(b).

62. IRCA failed to slow levels of undocumented immigration, and in 1994 USBP issued its “prevention through deterrence” strategy and programmatic southern border enforcement plan. *See Border Patrol Strategic Plan: 1994 and Beyond*. This coherent national plan, which persists today, represented the first time in its 70 year history that USBP developed a border control strategy.

63. As part of the development and implementation of the southern border enforcement program, INS and USBP increased collaboration with the military. Most notably, Joint Task Force Six (“JTF-6”), an agency of the Department of Defense (“DOD”), was activated in November 1989. Now called Joint Task Force North (“JTF-N”), its stated mission is “to plan and coordinate military training along the U.S. Southwest Land Border in support of counter-drug activities.” 59 Fed. Reg. 26,322 (May 19, 1994). To this end, JTF-N provides “operational, engineering, and general support” to law enforcement agencies including USBP. JTF-N has provided extensive operational, engineering, construction, and other mission support to DHS border security

1 efforts.

2 **ii. 1994 Programmatic Environmental Impact Statement for INS and**
3 **Joint Task Force Six Prevention through Deterrence Program**

4 64. Recognizing that the intensification and expansion of border enforcement
5 efforts under the USBP southern border enforcement program would be implemented
6 through numerous individual federal actions with myriad synergistic and cumulative
7 environmental impacts throughout the U.S.-Mexico border region, the Department of
8 Justice (under which INS and USBP were housed) issued a notice of intent to prepare a
9 programmatic environmental impact statement on July 15, 1993 (58 Fed. Reg. 38,140).

10 65. A draft programmatic environmental impact statement addressing border
11 enforcement efforts was subsequently released on May 19, 1994. *Notice of Availability*
12 *of the Draft Programmatic Environmental Impact Statement (DPEIS): Draft*
13 *Programmatic Environmental Impact Statement to Continue the Program of Protecting*
14 *the Southwest Border Through the Interdiction of Illegal Drugs With the Support of the*
15 *Joint Task Force Six.* 59 Fed. Reg. 26,322 (May 19, 1994).

16 66. Department of Justice served as the lead agency for the 1994 PEIS. DOD,
17 parent agency of JTF-6, served as a cooperating agency, since at that time “the Border
18 Patrol [was] the primary beneficiary of most JTF-6 engineering,” including roads and
19 radio towers.

20 67. The stated purpose of the PEIS was “to address cumulative environmental
21 impacts of previous actions as well as those actions which may be developed within the
22 reasonably foreseeable future.” 59 Fed. Reg. 26,322.

23 68. DOJ specifically based the life span of the PEIS on the “reasonably
24 foreseeable future” five-year time frame it chose for the analysis, from 1994 to 1999.

25 69. The 1994 PEIS estimated that from the beginning of the southern border
26 enforcement program through the end of its five year analysis period in 1999, a total
27 approximately 3,700 acres of wildlife habitat would be negatively impacted by the
28 government’s southern border enforcement activities.

1 70. On October 5, 1994, DOJ issued its release of the final PEIS. *Notice of*
2 *Availability of the Final Programmatic Environmental Impact Statement (DPEIS): Final*
3 *Programmatic Environmental Impact Statement to Continue the Program of Protecting*
4 *the Southwest Border Through the Interdiction of Illegal Drugs With the Support of the*
5 *Joint Task Force Six*. 59 Fed. Reg. 50,773. On March 9, 1995, INS issued the Record
6 of Decision.

7 **iii. 2001 Supplemental Programmatic Environmental Impact Statement**
8

9 71. In April 1999, DOJ released a draft supplemental EIS to the 1994 PEIS.
10 64 Fed. Reg. 15,969 (April 2, 1999) (weekly EPA notice of EIS availability).
11 *Programmatic EIS—INS and JTF-6. Revised to Address Potential Impacts of Ongoing*
12 *Activities from Brownsville, Texas to San Diego, California* (“SPEIS”). DOJ
13 subsequently issued a revised draft of the SPEIS in September 2000. 65 Fed. Reg.
14 58,527 (Sept. 29, 2000) (weekly EPA notice of EIS availability); 65 Fed. Reg. 63,076
15 (Oct. 20, 2000) (corrected weekly EPA notice of EIS availability).

16 72. Like the 1994 PEIS, DOJ served as the lead agency and DOD served as the
17 cooperating agency for the 2001 SPEIS. The document was prepared, however, by the
18 Fort Worth District of U.S. Army Corps of Engineers. Army Corps, an agency of DOD,
19 is extensively involved in supporting the DHS border security mission, has constructed
20 infrastructure for DHS including border fencing, checkpoints, CBP stations, and other
21 infrastructure, and has served as DHS’s primary contractor for several major border
22 infrastructure projects.

23 73. This supplement was legally required due to the fact that the 1994 PEIS by
24 its own terms only addressed potential actions through 1999. *See* SPEIS at p. 1-1 (“In
25 order to continue to comply with NEPA, INS and JTF-6 prepared this SPEIS addressing
26 the cumulative effects of past (since 1989) and reasonably foreseeable projects
27 undertaken by JTF-6 in support of INS/USBP.”).

28 74. In addition, the supplemental analysis was necessary due to the 1996

1 passage of the Illegal Immigration Reform and Immigrant Responsibility Act
2 (“IIRIRA”, P.L. 104–208, 110 Stat. 3009). The IIRIRA intensified the southern border
3 enforcement program and significantly increased USBP operations, programs, and staff.

4 75. The significant increase in agent numbers and extensive physical
5 infrastructure developments needed to support that staff and the increasingly aggressive
6 border enforcement efforts was predicted to result in environmental impacts which had
7 not been analyzed in the 1994 PEIS.

8 76. Like the 1994 PEIS, the 2001 SPEIS addressed anticipated and potential
9 projects over a five year time frame (*i.e.* from 2001-2005). The SPEIS noted that even
10 though funding was not assured and the difficulty in identifying the specific location,
11 design, and/or schedule for individual projects, the supplemental PEIS was necessary
12 under NEPA. The SPEIS was intended to serve a valuable role by describing the general
13 types of projects and expected environmental impacts, and by using data from past
14 projects to assess the potential impact of future projects and their cumulative effects.

15 77. The SPEIS (Table 2-1) provided quantified estimates of predicted additive
16 infrastructure development with environmental impacts for the 2001-2005 time period,
17 as follows:

18 By number of miles: Road construction or reconstruction (1,951); Drag roads
19 (165); Primary fence (180); Secondary fence (37); Vehicle barriers (111);

20 By number of items: Lights (stadium-style) (4,677); Scopes (61); Cameras/RVS
21 (385); Repeater site (11); Boat ramps (7).

22 78. The 2001 SPEIS identified two “primary areas of controversy,” the first
23 being loss of wildlife habitat. During the 2001-2005 time frame of border enforcement
24 activities considered under the SPEIS, the Army Corps estimated that the anticipated
25 infrastructure development would result in impacts to an additional 6,900 acres of
26 wildlife habitat.

27 79. The anticipated level of anticipated wildlife habitat impacts during the
28 2001-2005 five year period was thus anticipated to be nearly double the 3,700 acres of

1 habitat impacted during the first eleven years (1989-2000) of the southern border
2 enforcement program.

3 80. The SPEIS provided generalized estimates of potential losses to three
4 broad categories of wildlife populations from these anticipated habitat alterations within
5 Chihuahuan desert scrublands and Sonoran desert scrublands ecosystems. Together, the
6 SPEIS estimated individual mortality of lizards (maximum ~ 215,000), birds (maximum
7 ~ 6,000), and small mammals (maximum ~36,000).

8 81. Added to the previous 3,700 acres of wildlife habitat anticipated to be
9 impacted during the first eleven years (1989-2000) of the southern border enforcement
10 program, the SPEIS projected a cumulative total of 10,600 acres of wildlife habitat
11 would be negatively impacted during the first 15 years of intensified border enforcement
12 efforts (1989-2005).

13 82. Most of the anticipated environmental impacts in the 2000-2005 time
14 frame considered by the SPEIS were expected to occur in Texas. For example, Table 2-
15 1 depicts the large majority of proposed road construction (1,267 miles of 1,951 miles
16 total), lighting, cameras/RVs, and boat ramps as being located in Texas, as well as half
17 of proposed primary fencing (90 miles of 180 miles); SPEIS, at p. 2-2 ("The majority of
18 these activities are planned in Texas, as would be expected since it is the largest state
19 within the study area.").

20 83. A large majority of the anticipated 6,900 acres of impacts during the 2000-
21 2005 time frame considered by the SPEIS were expected to result from road
22 construction, primarily in Texas (4,121 acres) and Arizona (1,015 acres). SPEIS, at p. 4-
23 26.

24 84. Future border fencing projects were expected to impact only 225 acres,
25 primarily in Texas (109 acres) and California (109 acres). SPEIS, at p. 4-26.

26 85. In addition to wildlife impacts, the SPEIS also programmatically addressed
27 impacts to soils, water resources, air quality, noise, socioeconomic resources, and
28 cultural resources, and included a separate general cumulative impacts analysis.

1 86. In addressing soil impacts, the SPEIS estimated full implementation of
2 projected USBP operations would result in 6,900 acres of soil disturbance. SPEIS, at p.
3 4-1. This estimate was based on an assumed average road width of 25 feet. The SPEIS
4 noted that compliance with Clean Water Act requirements, 33 U.S.C. § 1251 *et seq.*,
5 through preparation of Stormwater Pollution Prevention Plans (“SWPPP”) and
6 adherence to National Pollutant Discharge Elimination System (“NPDES”) general
7 permits, would require the agency to incorporate erosion control designs into
8 infrastructure construction plans.

9 87. Similarly, in addressing water resource impacts, the SPEIS relied on future
10 compliance with Clean Water Act requirements to reduce the potential of adverse
11 impacts. SPEIS, at p. 4-4 (“Employment of a SWPPP and other erosion control
12 measures . . . would significantly reduce the potential of adverse impacts to water
13 resources through erosion and sedimentation.”).

14 88. In addressing wildlife resource impacts, the SPEIS relied upon site-
15 specific NEPA analysis and ESA Section 7 consultations with FWS to avoid or mitigate
16 effects. SPEIS, at p. 4-14-4-15 (“All NEPA documents . . . are submitted to the USFWS
17 and appropriate state agency(s) for review . . . The assessments not only address
18 potential effects to protected species, but also identify changes in daily operations that
19 would be implemented to avoid or mitigate these effects.”).

20 89. The final SPEIS was issued in July 2001. 66 Fed. Reg. 35,618 (weekly
21 EPA notice of EIS availability).

22 **B. Subsequent NEPA Documents “Tiering” to the 1994 PEIS and 2001 SPEIS**

23 90. DOJ/INS and, after its creation, DHS/CBP have prepared subsequent
24 NEPA environmental analyses that tier to the previous 1994 PEIS and 2001 SPEIS. For
25 example, USBP in 2002 released a draft programmatic EIS for operations specific to the
26 Tucson and Yuma Sectors in Arizona that tiered to the 2001 supplemental PEIS.
27 *Programmatic EIS—Office of Border Patrol Operational Activities within the Border*
28 *Areas of the Tucson and Yuma Sectors, Expansion of Technology-Based Systems,*

1 *Completion and Maintenance of Approved Infrastructure, Cochise, Pima, Santa Cruz*
2 *and Yuma Counties, AZ. (“Arizona draft PEIS”)*

3 91. In the Arizona draft PEIS, USBP estimated that the proposed infrastructure
4 projects (stadium lighting, helipad construction, remote processing facility construction,
5 road construction and improvement, primary fencing, secondary fencing, vehicle
6 barriers, vegetation clearing) would directly impact more than 5,200 acres of wildlife
7 habitat. When proposed operational impacts are also added, the Arizona draft PEIS
8 estimated anticipated impacts to wildlife habitat totaling nearly 7,000 acres.

9 92. The Arizona draft PEIS estimates of impacted wildlife habitat far exceed
10 the 2001 SPEIS estimates, prepared only a year earlier, of impacted acreage from the
11 border enforcement program along the *entire* U.S.-Mexico border during 2000-2005.

12 93. According to the Center’s information and belief, USBP never released a
13 final programmatic EIS or record of decision for the Arizona PEIS.

14 94. In 2007, DHS released an NOI to prepare an EIS for the construction and
15 operation of tactical infrastructure in the USBP Rio Grande Valley Sector in Texas that
16 would tier to the 1994 PEIS and 2001 supplemental PEIS. 72 Fed. Reg. 54,276 (Sept.
17 24, 2007) (“[T]he EIS will analyze the site-specific environmental impacts of the
18 Proposed Action, which were broadly described in [the] two previous programmatic
19 EISs prepared by the former [INS] and [JTF-6], [and] were prepared to address the
20 cumulative effects and past and reasonably foreseeable projects.”). The proposed
21 actions included construction of pedestrian fences, supporting patrol roads, lights, and
22 other infrastructure along approximately 70 miles of the border.

23 95. In 2007, DHS also released an NOI to prepare an EIS for the construction
24 and operation of tactical infrastructure in the USBP San Diego Sector that would tier to
25 the 1994 PEIS and 2001 supplemental PEIS. 72 Fed. Reg. 54,277 (Sept. 24, 2007).
26 The proposed actions included construction of pedestrian fences, vehicle barriers,
27 supporting patrol roads, lights, and other infrastructure along approximately 4 miles of
28 the border.

1 96. In 2008, DHS released a draft EA for the construction, operation, and
2 maintenance of border infrastructure within USBP El Paso Sector that tiered to, among
3 other NEPA analysis, the 2001 SPEIS. The proposed actions included 56.7 miles of
4 primary fencing, 21 miles of permanent lighting, construction of 8 bridges across
5 irrigation canal, and improvement of 2 miles of existing dirt road. The EA specifically
6 tiered to the prior cumulative effects analysis in the 2001 SPEIS to conclude that “minor
7 [unspecified] cumulative effects would occur due to construction of all USBP projects.”

8 97. In September 2011, DHS released a final EA and Finding of No
9 Significant Impact for a proposed forward operating base on a 1-acre site at the western
10 edge of Organ Pipe Cactus National Monument that tiered to, among other NEPA
11 analysis, the 2001 SPEIS.

12 **C. 2013 Northern Border Programmatic Environmental Impact Statement**
13

14 98. Although DHS has not supplemented its programmatic EIS for the U.S.-
15 Mexico border security enforcement program since the 2001 SPEIS, the agency has
16 recently completed a new programmatic PEIS for the Northern U.S.-Canada border.

17 99. The notice of intent for the northern border PEIS was published on
18 November 9, 2010, 75 Fed. Reg. 68,810, after DHS had previously proposed preparing
19 four separate regional PEISs. DHS decided to prepare the single PEIS based on two
20 considerations also applicable to the ongoing southern border enforcement program: i)
21 the “need to identify a single unified proposal and alternatives for maintaining or
22 enhancing security along the Northern border”; and ii) the fact that “certain resources of
23 concern,” including “habitat of various wildlife . . . extend or move across the PEIS
24 regions . . . [and] thus, to ensure that CBP effectively analyzes and conveys impacts that
25 occur across regions of the Northern Border, a unified PEIS is desirable.”

26 100. DHS issued the Final PEIS for Northern Border Activities in July 2012,
27 and ROD for the Northern Border PEIS on April 11, 2013, approving the “Detection,
28 Inspection, Surveillance, and Communications Technology Expansion Alternative,” as

1 the “most representative of the approach” DHS intends to employ “over the next five to
2 seven years.” The ROD pledges that if “within five years of signing this ROD, CBP is
3 required to adopt additional measures beyond the scope of the alternative selected at this
4 time,” it would “evaluate whether environmental conditions have changed or additional
5 alternatives need to be evaluated such that a supplemental Northern Border PEIS is
6 required.”

7
8 **D. The Proposed Action (Southern Border Enforcement Program) Has**
9 **Substantially Changed Since the 2001 SPEIS**

10 101. NEPA regulations direct that an EIS shall be supplemented when the
11 “agency makes substantial changes in the proposed action.” 40 C.F.R. §
12 1502.9(c)(1)(i). As detailed below, DHS has made substantial changes in the U.S.-
13 Mexico border enforcement program, which in turn have resulted in environmental
14 impacts that were not considered or were inadequately considered in the 1994 PEIS and
15 2001 SPEIS. Moreover, the SPEIS by its own terms only addressed anticipated
16 environmental impacts over a five-year (2001-2005) time period. Accordingly, further
17 supplementation of the 2001 SPEIS is required under NEPA.

18 102. In response to the September 11, 2001 terrorist attacks, Congress in 2002
19 created DHS, abolished the INS, and transferred its border security enforcement
20 functions and USBP to DHS. USBP, Customs Service, and other agencies and offices
21 were, in turn, consolidated into CBP.

22 103. Also in response to 9/11, in 2005 JTF-6 was renamed JTF-North and
23 added counter-terrorism efforts to its mission. JTF-North, which remains part of DOD,
24 continues to provide extensive operational, engineering, and construction support to
25 DHS and CBP border enforcement efforts.

26 104. In a comprehensive 2016 overview of border security efforts, the
27 Congressional Research Service noted that under “a variety of indicators, the United
28 States has substantially expanded border enforcement resources over the last three

1 decades. *Particularly since 2001*, such increases include border security appropriations,
2 personnel, fencing and infrastructure, and surveillance technology.” Congressional
3 Research Service, “Border Security: Immigration Enforcement Between Ports of Entry”
4 (“CRS Report”)(April 19, 2016) (emphasis added).

5 105. These increases represent substantial changes to the southern border
6 enforcement program initiated in 1989 and programmatically analyzed under the 1994
7 PEIS and 2001 SPEIS, and are resulting in direct, indirect, and cumulative
8 environmental impacts along the U.S.-Mexico border that were unaddressed or
9 inadequately addressed in those prior programmatic NEPA documents. Consequently,
10 DHS is required to prepare a further supplemental PEIS.

11 106. Annual border enforcement appropriations grew from \$263 million in the
12 years following the inception of the southern border enforcement program in FY 1990 to
13 \$1.4 billion FY 2002. Since 9/11 and the creation of DHS, annual appropriations
14 increased again by an additional 170 percent, to \$3.8 billion in FY 2015.

15 107. CBP is better staffed today than at any time in its history, at levels far
16 higher than those envisioned or analyzed in the 2001 SPEIS.

17 108. There were approximately 9,200 USBP agents in 2001. The 2001 SPEIS
18 projected that “up to 1,000 new USBP agents should be hired over the next 10 years”
19 (longer than the general 5 year time frame of the SPEIS) for a total of approximately
20 10,200 agents. SPEIS, at p. 4-18.

21 109. In the five year time period 2004-2009, CBP in fact doubled the number of
22 agents from approximately 10,000 to more than 20,000 agents.

23 110. The doubling of CBP agents, and the resultant environmental impacts of
24 this rapid and unanticipated expansion, represent a substantial change to the southern
25 border enforcement program, requiring DHS to supplement the 2001 SPEIS.

26 111. The extent and location of fencing and infrastructure construction also
27 represent substantial changes in the southern border enforcement program from that
28 considered in the 2001 SPEIS, and is resulting in direct, indirect, and cumulative

1 environmental impacts along the U.S.-Mexico border that were unaddressed or
2 inadequately addressed in the 1994 PEIS and 2001 SPEIS

3 112. The 2001 SPEIS projected that 180 miles (81 in California, 9 in Arizona)
4 of primary fence, 37 miles (28 in Arizona, 9 in California) of secondary fence, and 111
5 miles (90 in Texas, 12 in California, 9 in Arizona) would be constructed from 2000-
6 2005.

7 113. Since 2001, border wall and barrier construction has been driven by newly
8 enacted legislation, including the REAL ID Act of 2005 (Pub. Law 109-13, div.
9 B)(enacted as a legislative rider to the Emergency Supplemental Appropriations Act for
10 Defense, the Global War on Terror, and Tsunami Relief, 2005), the Secure Fence Act of
11 2006 (Pub. Law 109-367), and the Consolidated Appropriations Act, 2008 (Pub. Law
12 110-161, div. E). Collectively, these laws direct DHS to construct “not less than 700
13 miles” of border fencing (not necessarily walls). 8 U.S.C. § 1103 *note*.

14 114. As of May 2015, DHS had installed a total of 653 miles of border fencing
15 (353 miles of primary pedestrian fencing, 300 miles of vehicle fencing, 36 miles of
16 secondary fencing behind the primary fencing, and 14 miles of tertiary fencing behind
17 the secondary fence). CRS Report, at p. 15. The extent of this border fencing and road
18 infrastructure greatly exceeds the levels of such infrastructure as forecast in the 2001
19 SPEIS, and represents a substantial change to the southern border enforcement program
20 requiring further supplemental analysis to the PEIS.

21 **E. Significant New Information and Circumstances Have Arisen Concerning**
22 **the Environmental Impact of the Southern Border Enforcement Program**

23 115. NEPA requires that an EIS “shall” be supplemented when “significant new
24 circumstances or information” arises that is relevant to the environmental impacts of the
25 action. 40 C.F.R. § 1502.9(c)(1)(ii). As detailed below, significant new circumstances
26 or information are present in this case, which in turn have resulted in or revealed
27 environmental impacts that were not considered or were inadequately considered in the
28 1994 PEIS and 2001 SPEIS. Accordingly, further supplementation of the PEIS is

1 required under NEPA.

2 **i. Wildlife Impacts**

3 116. The U.S.-Mexico borderlands harbor some of North America's rarest
4 wildlife and plants, and at least 700 neotropical birds, mammals, and insects migrate
5 through the borderlands each year. Endangered, threatened, rare, and/or endemic
6 borderland mammals include the jaguar, ocelot, Mexican gray wolf, Sonoran pronghorn,
7 black-tailed prairie dog, jaguarundi, and bighorn sheep.

8 117. Impacts of the DHS southern border enforcement program on wildlife
9 species have been a central environmental issue throughout the programmatic NEPA
10 process. In particular, the cumulative effect of border enforcement actions on the loss of
11 borderland wildlife habitat, including habitat for threatened and endangered species, was
12 identified as a major environmental effect and one of two "primary areas of controversy"
13 in the 2001 SPEIS.

14 118. Scientific study of the impacts of the southern border enforcement
15 program was largely absent at the time of the 1994 PEIS and 2001 SPEIS. Since that
16 time, scientific understanding of these impacts has dramatically progressed, particularly
17 in relation to imperiled transboundary wildlife (*i.e.* those dependent on habitat in both
18 the U.S. and Mexico for survival including breeding, feeding, and rearing areas).

19 119. Since the 2001 SPEIS, significant new information has arisen concerning
20 the conservation needs of many of these wildlife species, and the past, present, and
21 reasonably foreseeable future impacts and cumulative impacts that the DHS southern
22 border enforcement program will have on individual animals and their larger
23 populations. This information shows that continued implementation of the program,
24 particularly without efforts to conduct prior study of or to mitigate such impacts, may
25 result in the localized extinction of borderlands wildlife including black bears, as well as
26 species listed under the ESA such as jaguar and bighorn sheep.

27 120. For example, a published scientific study, Flesch *et al.* (2009) *Potential*
28 *effects of the United States-Mexico border fence on wildlife*, noted that "[t]ransboundary

1 development, including fences, roadways, lighting, vegetation clearing, and increased
2 human activity, threatens to alter [landscape] connectivity in large scales in over 20
3 nations.” The authors further noted the specific importance of the U.S.-Mexico
4 borderlands region, stating that “[t]ransboundary connectivity is especially relevant to
5 conservation in this region because several major biogeographic provinces converge and
6 produce the range limits of many Neotropical and Nearctic taxa . . . [and] broad
7 elevation and moisture gradients produce fragmented distributions of many
8 populations.”

9 121. Flesch *et al.* (2009) concluded that “persistence and recovery of other
10 species present in low numbers such as jaguar and Sonoran pronghorn may depend on
11 transboundary movements,” and that “[p]ersistence of black bears in northern Sonora
12 and Texas may depend, respectively, on movements from Arizona and Coahuila.”

13 122. In addition, Lasky *et al.* (2011) *Conservation biogeography of the U.S.-*
14 *Mexico border: a transcontinental risk assessment of barriers to animal dispersal*
15 evaluated the impacts of intensive human land use and border barriers on species
16 vulnerable to global and local extinction. According to the authors, their assessment is
17 “the first transcontinental study . . . to quantitatively evaluate potential impacts of
18 dispersal barriers on the highly biodiverse ecological communities along the US-Mexico
19 border and the first to provide planning recommendations based on such an analysis.”

20 123. Lasky *et al.* (2011) specifically noted that in addition to physical border
21 barriers (fences and walls), the “activity of humans in unfenced areas may also restrict
22 animal dispersal, such that border permeability may be significantly reduced in areas we
23 did not identify as barriers.”

24 124. The 1994 PEIS and 2001 SPEIS did not consider the impacts of the U.S.-
25 Mexico border on wildlife transboundary movements.

26 125. The 1994 PEIS and 2001 SPEIS also did not provide specific analysis of
27 many key borderland wildlife species, including threatened and endangered species.
28 The 1994 PEIS and 2001 SPEIS, for example, provide no mention of jaguars or black

1 bears.

2 126. The new scientific information available regarding the impact of the DHS
3 southern border enforcement program on borderlands wildlife, and the potential of the
4 program to result in localized extinction of this wildlife, is significant new information
5 requiring further supplementation of the 1994 PEIS and 2001 SPEIS.

6 **ii. Threatened and Endangered Species Impacts**

7 127. In addition to the new information and circumstances relevant to wildlife
8 species generally, significant new information and circumstances have also arisen
9 regarding impacts of the DHS southern border enforcement program on threatened and
10 endangered species in particular.

11 128. The endangered jaguar is a prime example of how significant new
12 information and circumstances have arisen with respect to threatened and endangered
13 species since the 2001 SPEIS.

14 129. The 2001 SPEIS does not mention jaguars.

15 130. After the last known known jaguars in Arizona was shot and killed in the
16 1960s and 1970s, no jaguars were seen in the state for approximately 15 years.
17 Confirmed jaguar sightings began to occur in 1990s in the U.S. borderlands region, and
18 since the 2001 SPEIS, several individual adult jaguars have been documented in the U.S.
19 borderlands region, including the jaguar named *Macho B* and the jaguar named *El Jefe*
20 (named by Tucson area schoolchildren), both of which were documented over the course
21 of several years. Additional jaguars were documented in the Huachuca Mountains and
22 Dos Cabezas Mountains in November and December 2016, respectively, and the jaguar
23 photographed in the Huachuca Mountains has also been photographed in 2017.

24 131. ESA critical habitat (as required by Center litigation) for the jaguar was
25 finalized in March 2014. 79 Fed. Reg. 12,572 (March 5, 2014).

26 132. The final critical habitat rule requires that all of the jaguar's seven
27 identified primary constituent elements be present in order for each specific area to
28 constitute critical habitat, "including connectivity to Mexico." 79 Fed. Reg. 12,572, at

1 12,587.

2 133. The new information and circumstances regarding jaguar sightings, new
3 critical habitat designations, and the need for jaguar habitat connectivity with Mexico is
4 significant and relevant to the environmental effects considered in the 1994 PEIS and
5 2001 SPEIS.

6 134. Including the jaguar, since approval of the 2001 SPEIS, FWS has finalized
7 new or revised ESA critical habitat designations for 27 species consisting of areas along,
8 or within 50 miles of, the U.S.-Mexico border:

- 9 i. Otay tarplant (threatened): 67 Fed. Reg. 76,030 (Dec. 10, 2002);
- 10 ii. Cushenbury oxytheca (endangered): 67 Fed. Reg. 78,570 (Dec. 24, 2002);
- 11 iii. Mexican spotted owl (threatened): 69 Fed. Reg. 53,182 (Aug. 31, 2004);
- 12 iv. Gila Chub (endangered): 70 Fed. Reg. 66,664 (Nov. 2, 2005);
- 13 v. Laguna Mountains skipper (endangered): 71 Fed. Reg. 74,592 (Dec. 12,
14 2006);
- 15 vi. Mexican flannelbush (endangered): 72 Fed. Reg. 54,984 (Sept. 27, 2007);
- 16 vii. San Diego fairy shrimp (endangered): 72 Fed. Reg. 70,648 (Dec. 12,
17 2007);
- 18 viii. Coastal California gnatcatcher (threatened): 72 Fed. Reg. 72,010 (Dec. 19,
19 2007);
- 20 ix. Peirson's milk-vetch (threatened): 73 Fed. Reg. 8,748 (Feb. 14, 2008);
- 21 x. Devils River minnow (threatened): 73 Fed. Reg. 46,988 (Aug. 12, 2008);
- 22 xi. San Bernardino bluegrass (endangered): 73 Fed. Reg. 47,706 (Aug. 14,
23 2008);
- 24 xii. San Diego thornmint (threatened): 73 Fed. Reg. 50,454 (Aug. 26, 2008);
- 25 xiii. Bighorn sheep (peninsular ranges DPS) (endangered): 74 Fed. Reg. 17,288
26 (April 14, 2009);
- 27 xiv. Piping plover (Texas wintering population) (threatened): 74 Fed. Reg.
28 23,476 (May 19, 2009);

- 1 xv. Quino checkerspot butterfly (endangered): 74 Fed. Reg. 28,776 (June 17,
2 2009);
- 3 xvi. Spreading navarretia (threatened): 75 Fed. Reg. 62,192 (Oct. 7, 2010);
- 4 xvii. San Diego ambrosia (endangered): 75 Fed. Reg. 74,546 (Nov. 30, 2010);
- 5 xviii. Thread-leaved brodiaea (threatened): 76 Fed. Reg. 6,848 (Feb. 8, 2011)
- 6 xix. Arroyo toad (endangered): 76 Fed. Reg. 7,246 (Feb. 9, 2011);
- 7 xx. Willowy monardella (endangered): 77 Fed. Reg. 13,394 (March 6, 2012);
- 8 xxi. Chiricahua leopard frog (threatened): 77 Fed. Reg. 16,324 (March 20,
9 2012);
- 10 xxii. Western snowy plover (Pacific DPS) (threatened): 77 Fed. Reg. 36,728
11 (June 19, 2012);
- 12 xxiii. Riverside fairy shrimp (endangered): 77 Fed. Reg. 72,070 (Dec. 4, 2012);
- 13 xxiv. Southwestern willow flycatcher (endangered): 78 Fed. Reg. 344 (Jan. 3,
14 2013);
- 15 xxv. Tidewater goby (endangered): 78 Fed. Reg. 8,746 (Feb. 6, 2013);
- 16 xxvi. Jaguar (endangered): 79 Fed. Reg. 12,572 (March 5, 2014);
- 17 xxvii. Acuña cactus (endangered): 81 Fed. Reg. 55,266 (August 18, 2016).
- 18 135. Nearly all of these 27 species with newly designated or revised critical
19 habitat rely on habitat in both the United States and Mexico, and the critical habitat rules
20 specifically note that DHS operations undertaken as part of the southern border
21 enforcement program have been documented to negatively impair many of the species.
22 *See, e.g.* Peirson’s milkvetch (construction and maintenance of facilities by USBP, and
23 other monitoring and enforcement activities of USBP involving vehicular operations on
24 the Algodones Dunes, having negative impacts); jaguar (special management
25 considerations needed “to alleviate the effects of border-related activities, allowing for
26 some level of permeability so that jaguars may pass through the U.S.-Mexico border”);
27 acuña cactus (recommending that USBP “minimize construction of new border control
28 facilities, roads, towers, or fences”; special management considerations needed to

1 address off-road border-related human disturbances); arroyo toad (borderlands subunit
2 “may require special management considerations or protection to address threats from
3 [USBP] activities”).

4 136. The Ninth Circuit has held that new protective designations for wildlife
5 species, including ESA critical habitat, require the action agency “to evaluate in a timely
6 manner the need to supplement the original EIS in light of that new information.”
7 *Friends of the Clearwater v. Dombeck*, 222 F.3d 552, 559 (9th Cir. 2000). The need to
8 conduct this evaluation is particularly important where the agency has not considered the
9 species’ biological status in previous environmental analysis.

10 137. As detailed above, significant new information and circumstances relevant
11 to the impacts of the DHS border enforcement program on threatened and endangered
12 species and their habitat has arisen since the 2001 SPEIS, thus compelling preparation of
13 supplemental environmental analysis.

14 **iii. REAL ID Legal Waivers Impacts**

15 138. The 2005 REAL ID Act gives the DHS Secretary “authority to waive all
16 legal requirements such Secretary, in such Secretary’s sole discretion, determines
17 necessary to ensure expeditious construction of the barriers and roads under this
18 section.” 8 U.S.C. § 1103 *note*, Section 102(c).

19 139. During the George W. Bush administration, DHS Secretary Michael
20 Chertoff published five “notices of determination” in the *Federal Register* that he was
21 invoking the REAL ID waiver authority, exempting a total of more than 35 laws that
22 would have otherwise applied to construction of border fencing and roads: i) San Diego
23 (70 Fed. Reg. 55,622)(Sept. 22, 2005); ii) Barry M. Goldwater Range, Arizona (72 Fed.
24 Reg. 2,535)(Jan. 19, 2007); iii) San Pedro Riparian National Conservation Area
25 (administered by U.S. Bureau of Land Management), Arizona (72 Fed. Reg.
26 60,870)(Oct. 26, 2007); iv) Hidalgo County, Texas (73 Fed. Reg. 19,077)(April 3,
27 2008)(corrected on April 8, 2008); v) >450 miles in Texas, New Mexico, Arizona, and
28

1 California (73 Fed. Reg. 18,293)(April 3, 2008). Collectively, the five Chertoff REAL
2 ID determinations waived laws that otherwise would have applied to approximately 550
3 miles of border wall and road construction. In all five of these determinations, the
4 Secretary waived application of NEPA. Consequently, DHS has not conducted site-
5 specific NEPA on a significant aspect of its U.S.-Mexico border enforcement program.

6 140. In addition to NEPA, in all five of these determinations, DHS Secretary
7 Chertoff waived application of the ESA, Clean Water Act (33 U.S.C. § 1251 *et seq.*),
8 National Historic Preservation Act (Pub. Law 89-665), Migratory Bird Treaty Act (16
9 U.S.C. § 703 *et seq.*), Clean Air Act (42 U.S.C. § 7401 *et seq.*), Archeological Resources
10 Protection Act (16 U.S.C. 470aa *et seq.*), Safe Drinking Water Act (42 U.S.C. § 300f *et*
11 *seq.*), Wild and Scenic Rivers Act (16 U.S.C. § 1281 *et seq.*), Wilderness Act (16 U.S.C.
12 § 1131 *et seq.*), National Forest Management Act (16 U.S.C. § 1600 *et seq.*), Native
13 American Graves Protection and Repatriation Act (42 U.S.C. § 2000bb), and American
14 Religious Freedom Act (42 U.S.C. § 1996), as well as numerous additional laws.

15 141. The REAL ID Act waiver, and its repeated utilization by DHS Secretary
16 Chertoff, represents new information or circumstances requiring supplementation of the
17 1994 PEIS and 2001 SPEIS. Due to the use of the waiver, DHS has failed to perform
18 site-specific NEPA analysis or abide by numerous other environmental, cultural, and
19 religious freedom laws on approximately 550 miles of border fencing and associated
20 road construction.

21 142. As described above, the 2001 SPEIS repeatedly and expressly relied on
22 compliance with the CWA, ESA and other environmental laws to predict that
23 environmental effects would be avoided or mitigated.

24 143. The construction of barriers and roads carried out pursuant to the REAL
25 ID waivers is a subset of the overall southern border enforcement program.
26 Consequently, even if such construction was itself exempt from NEPA, its occurrence
27 and current existence on the landscape was never analyzed in the environmental baseline
28 or cumulative effects sections of the 1994 PEIS or 2001 SPEIS. These road, barriers and

1 related activities, and their environmental impacts represent significant new information
2 mandating further supplementation of the 1994 PEIS and 2001 SPEIS.

3 **F. The January 25, 2017 Executive Order and DHS Implementing Actions Are**
4 **Resulting In Further Substantial Changes to the Southern Border**
5 **Enforcement Program**

6 144. Within days of taking office, President Donald J. Trump issued the Border
7 Security E.O., directing DHS to “secure the southern border of the United States
8 through the immediate construction of a physical wall on the southern border.”

9 145. The Border Security E.O. defines “wall” to mean “a contiguous, physical
10 wall or other similarly secure, contiguous, and impassable physical barrier.” (Sec. 3(e)).
11 The Border Security E.O. further directs the Secretary to “take all appropriate steps to
12 immediately plan, design, and construct a physical wall along the southern border . . . [in
13 order] to most effectively achieve complete operational control” (Sec. 4(a)) of the U.S.-
14 Mexico border,” and produce “a comprehensive study of the security of the southern
15 border” (Sec. 4(d)) within 180 days.

16 146. The Border Security E.O. also addresses other aspects of the border
17 enforcement program that would have significant environmental effects.

18 147. For example, Section 5 of the Border Security E.O. directs the DHS
19 Secretary to “take all appropriate action and allocate all legally available resources to
20 immediately construct, operate, control, or establish contracts to construct, operate, or
21 control facilities to detain aliens at or near the border with Mexico.”

22 148. Section 8 of the Border Security E.O. directs the DHS Secretary, through
23 the CBP Commissioner, “to hire 5,000 additional [CBP] agents,” and to take “all
24 appropriate action to ensure such agents enter on duty and are assigned to duty stations
25 as soon as is practicable.”

26 149. Section 12 of the Border Security E.O. would authorize DHS to enter
27 federal lands, including National Parks, National Forests, Wilderness Areas, and other
28 protected federal lands, without constraint.

1 150. DHS Secretary John Kelly issued an implementing memorandum for the
2 Border Security E.O. on February 17, 2017 (“Kelly implementing memorandum”).

3 151. The Kelly implementing memorandum directs the CBP Commissioner to
4 “immediately begin the process of hiring 5,000 additional Border Patrol agents, as well
5 as 500 Air & Marine Agents/Officers, and take all actions necessary to ensure that such
6 agents/officers enter on duty and are assigned to appropriate duty stations . . .as soon as
7 practicable.”

8 152. In addition, the Kelly implementing memorandum directs CBP to
9 “immediately begin planning, design, construction and maintenance of a wall, including
10 the attendant lighting, technology (including sensors), as well as patrol and access roads,
11 along the land border with Mexico in accordance with existing law, in the most
12 appropriate locations and utilizing appropriate materials and technology to most
13 effectively achieve operational control of the border.”

14 153. Finally, the Kelly implementing memorandum directs the DHS Under
15 Secretary for Management, in consultation with the CBP Commissioner, to
16 “immediately identify and allocate all sources of available funding for the planning,
17 design, construction, and maintenance of a wall, including the attendant lighting,
18 technology (including sensors), as well as patrols and access roads, and develop
19 requirements for total ownership cost this project, including preparing Congressional
20 budget request for the current fiscal year (e.g., supplemental budget requests) and
21 subsequent fiscal years.”

22 154. In addition to the Kelly implementing memorandum, DHS is
23 implementing the Border Security E.O. through the March 17, 2017 release of two
24 Requests for Proposals (“RFP”)—one for a “Solid Concrete Border Wall Prototype” and
25 the second for “Other Border Wall Prototype.” Both “prototype” RFPs require the wall
26 to be 30 feet tall (although “heights of at least 18 feet may be acceptable”), sunk at least
27 six feet into the ground, and be built in a manner that it would take at least an hour to
28 breach with a “sledgehammer, car jack, pickaxe, chisel, battery operated impact tools,

battery operated cutting tools, Oxy/acetylene torch or other similar hand-held tools.” Phase I of the RFPs required bidders to submit Concept Papers by April 4, 2017. Phase II selectees will be required to build a 30’ prototype wall within 30 days of the notice to proceed.

155. DHS has thus far deployed fencing along approximately 653 miles of border—one third of the 1,933-mile frontier. Much of this construction was facilitated by the five REAL ID Act waivers totaling approximately 550 miles.

156. Completion of a wall running the length of the border as called for in the Border Security E.O. and Kelly implementing memorandum would require new construction along approximately 1,283 miles of border.

157. DHS has consistently concluded that between 650 and 700 miles of border fencing is necessary to meet its legal mandates, significantly less than the continuous border wall envisioned by the Border Security E.O. and Kelly implementing memorandum. Moreover, the Border Security E.O.’s emphasis on an “impassable” barrier conflicts with DHS’s decision to instead utilize vehicle barriers on an existing 300 miles of fencing. Thus, in order to implement the Border Security E.O., DHS would have to propose and implement border wall construction on more than 1,200 miles of border which it has previously and consistently determined were not necessary and appropriate for any border barriers, let alone the impassable border wall as defined under the Border Security E.O.

158. The Border Security E.O., Kelly implementing memorandum, and RFPs thus represent additional “substantial changes” to the DHS southern border enforcement program, and result in environmental impacts far beyond those considered in the 1994 PEIS and 2001 SPEIS. These substantial changes mandate further supplementation of the PEIS under NEPA.

G. Endangered Species Act Violations

159. DHS has failed to engage in consultation to ensure that the southern border enforcement program does not jeopardize listed species or result in the destruction or

1 adverse modification of their critical habitat, as required by Section 7(a)(2) of the ESA,
2 16 U.S.C. § 1536(a)(2).

3 160. On April 4, 2017, the Center provided notice to DHS Secretary John
4 Kelly, CBP Acting Commissioner McAleenan, FWS Acting Director, and U.S.
5 Department of the Interior Secretary Ryan Zinke, pursuant to Section 11(g) of the ESA,
6 16 U.S.C. § 1540(g), that DHS and CBP are in violation of Section 7 of the ESA, due to
7 its ongoing failure to initiate and complete Section 7 consultation on the effects of its
8 southern border enforcement program.

9 161. There are numerous species listed as endangered or threatened pursuant to
10 the ESA that are present in the U.S.-Mexico borderlands region (generally defined as
11 lands within 50 miles of the border), and/or have designated critical habitat, and may be
12 impacted by the DHS southern border enforcement program. As detailed in this
13 Complaint, for example, 27 species have newly designated or revised critical habitat
14 since the 2001 SPEIS alone.

15 162. The Center's notice letter alleges that DHS and CBP are in violation of the
16 ESA for failing to consult with FWS regarding the southern border enforcement
17 program's impacts on listed species, failing to use the best scientific and commercial
18 data available, and failing to insure that the project will not jeopardize the continued
19 existence of listed species or result in the destruction or adverse modification of their
20 designated critical habitat.

21 163. DHS and CBP have sixty days to remedy these alleged violations before
22 Plaintiffs can bring suit pursuant to these claims in Federal District Court. In the event
23 that DHS fails to remedy the alleged violations within those sixty days, Plaintiffs intend
24 to amend their Complaint in this action to add the alleged ESA violations.

25 **VII. CLAIM FOR RELIEF**

26 164. Plaintiffs incorporate by reference the allegations in all preceding
27 paragraphs.

28 165. NEPA requires federal agencies to take a "hard look" at the direct,

1 indirect, and cumulative impacts of proposed major Federal actions, and at alternatives
2 that could reduce or eliminate those environmental impacts. 42 U.S.C. § 4332 (2)(C)(i)-
3 (ii); 40 C.F.R. §§ 1502.16, 1508.7, 1508.8.

4 166. NEPA's requirements extend to programs such as the DHS southern
5 border enforcement program. 40 C.F.R. §§ 1502.4, 1508.18(b)(2)-(3).

6 167. NEPA imposes a mandatory, non-discretionary duty on agencies to
7 supplement an already completed analysis for an agency program when the "agency
8 makes substantial changes in the proposed action" *or* "significant new circumstances or
9 information" arises that is relevant to the environmental impacts of the action." 40
10 C.F.R. § 1502.9(c)(1)(i)-(ii) (emphasis added).

11 168. DHS has failed to conduct, or consider the need to conduct, additional
12 supplementation of the 1994 PEIS and 2001 SPEIS analyzing the programmatic
13 environmental impacts of the DHS southern border enforcement program despite the
14 presence of both triggering factors.

15 169. First, DHS has failed to conduct, or consider the need to conduct,
16 additional supplementation of the 1994 PEIS and 2001 PEIS despite the fact that the
17 agency has made substantial changes in the ongoing implementation of the southern
18 border enforcement program since the 2001 SPEIS.

19 170. Since approval of the 2001 SPEIS, border security appropriations,
20 personnel, fencing and infrastructure, and surveillance technology have dramatically
21 increased, and represent substantial changes to the southern border enforcement program
22 analyzed under the 1994 PEIS and 2001 SPEIS, that are resulting in direct, indirect, and
23 cumulative environmental impacts along the U.S.-Mexico border that were unaddressed
24 or inadequately addressed in those prior programmatic NEPA documents.
25 Consequently, DHS is required to prepare a further supplemental PEIS.

26 171. In addition, significant new circumstances or information are present in
27 this case, which in turn have resulted in or revealed environmental impacts that were not
28 considered or were inadequately considered in the 1994 PEIS and 2001 SPEIS.

1 Accordingly, further supplementation of the PEIS is required under NEPA.

2 172. These new circumstances or information include, but are not limited to: a)
3 greatly improved scientific understanding of the conservation needs of borderland
4 wildlife species, and the impacts of the border enforcement program on those needs; b)
5 new information regarding threatened and endangered species in the borderlands,
6 including new and improved information regarding the presence and extent of those
7 species and the designation of final or revised critical habitat within 50 miles of the
8 U.S.-Mexico border under the Endangered Species Act for 27 of these species; and c)
9 former DHS Secretary Michael Chertoff's use of REAL ID section 102 authority on five
10 occasions to waive more than 35 laws, including NEPA, that otherwise would have
11 applied to approximately 550 miles of border wall and fencing construction.

12 173. DHS has and will continue in the future to implement the southern border
13 enforcement program without having conducted additional supplemental analysis
14 required by NEPA. As illustrated by the Border Fence E.O., Kelly implementing
15 memorandum, and border wall RFPs, DHS is taking immediate steps to further intensify
16 and substantially change the implementation of border enforcement program. As such,
17 sufficient federal action remains to occur under the DHS southern border enforcement
18 program that evaluation of the substantial changes to the program, and the new
19 circumstances or information relevant to the environmental impacts of that program,
20 would further the decisionmaking purposes of NEPA.

21 174. Despite the passage of 16 years, the substantial changes in the border
22 enforcement program, and the changed circumstances and other new information, DHS
23 has failed to prepare a new supplement to its programmatic NEPA analysis, or to prepare
24 a new programmatic NEPA analysis, in violation of NEPA, 42 U.S.C. § 4332(2)(C) and
25 40 C.F.R. §1502.9(c), and contrary to the standards of the APA, 5 U.S.C. § 706(1) and
26 (2)(A).

27 175. DHS's failure to supplement the 1994 PEIS and 2001 SPEIS with analysis
28 of the substantial changes to the southern border enforcement program, and the new

1 information and circumstances relevant to the environmental impacts of the program,
2 constitutes agency action that is final and reviewable under the APA, 5 U.S.C. §§
3 701(b)(2), 702, 704, and 706. This failure violates NEPA, 42 U.S.C. § 4332(2)(C), and
4 CEQ implementing regulations. 40 C.F.R. §§ 1502.9(c)(1)(i)-(ii), 1502.16, 1508.7,
5 1508.8.

6 176. In failing to issue a supplemental PEIS in response to the substantial
7 changes to the southern border enforcement program and the significant new
8 information and changed circumstances detailed in this Complaint, DHS has unlawfully
9 withheld and unreasonably delayed the issuance of a supplemental PEIS to the 1994
10 PEIS and 2001 SPEIS, contrary to the APA, 5 U.S.C. §706(1) and (2)(A).

11 **REQUEST FOR RELIEF**

12 Plaintiffs respectfully request that this Court enter judgment in their favor and
13 against Defendants and provide the following relief:

- 14 a) Declare that DHS violated NEPA by failing to issue a supplemental PEIS
15 in light of the substantial changes made to the proposed action;
- 16 b) Declare that DHS violated NEPA by failing to issue a supplemental PEIS
17 in light of the significant new circumstances or information relevant to
18 environmental concerns and bearing on the proposed action or its impacts that has
19 developed since the last supplementation of the PEIS in 2001;
- 20 c) Issue a mandatory injunction requiring DHS to comply with the
21 requirements of NEPA and its implementing regulations;
- 22 d) Retain jurisdiction of this action to ensure compliance with the Court's
23 Orders;
- 24 e) Allow Plaintiffs to recover the costs of this action, including reasonable
25 reimbursement of attorneys' fees; and
- 26 f) Provide such other declaratory and injunctive relief as the Court deems just
27 and proper.

28 Respectfully Submitted this 12th day of April, 2017.

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LITIGATION HOLD/PRESERVATION NOTICE
INSTRUCTIONS TO AFFECTED EMPLOYEES
Center for Biological Diversity v. Kelly, Case No. 4:17-cv-00163 (D. AZ)

PLEASE RETAIN THIS MESSAGE FOR FUTURE REFERENCE

As set forth in the attached Litigation Hold/Preservation Notice, a lawsuit has been filed in the U.S. District Court for the District of Arizona against the Department of Homeland Security (DHS) and U.S. Customs and Border Protection (CBP). DHS and CBP, including employees within [OFFICE], have an obligation to preserve information related or relevant to the subject of the lawsuit. Plaintiffs in the above-captioned case, Center for Biological Diversity and Raul Grijalva, allege that DHS and CBP failed to comply with the National Environmental Policy Act (NEPA) by failing to supplement a programmatic environmental impact statement (PEIS) for enforcement activities on the U.S.-Mexico Border. Plaintiffs seek declaratory and injunctive relief requiring DHS/CBP to comply with this alleged duty to supplement under NEPA. Plaintiffs have also given notice that they plan to supplement their complaint with Endangered Species Act (ESA) claims.

Until you are notified otherwise, do not destroy potentially relevant information related to the following topics:

INSERT CATEGORIES

“Potentially relevant information” includes any tangible thing that relates to the topics outlined above. The information below provides guidance on what needs to be preserved and steps to take to comply with the litigation hold.

The Duty to Preserve Potentially Relevant Information

Because federal law imposes or may impose an obligation to preserve potentially relevant information, you personally must take appropriate steps to preserve any such information that is in your possession, custody, or control. You must preserve this information even if it otherwise could be destroyed, deleted or overwritten in the normal course of Agency operations. If information that is subject to a litigation hold is destroyed, a court in some circumstances may impose sanctions, exclude evidence, and/or dismiss a claim.

What Must Be Preserved

The information that must be preserved includes electronically stored information ("ESI"), hard copies of documents, and tangible things. ESI includes, but is not limited to, computer files of any type (including word processing documents, e-mail messages, spreadsheets, calendar entries, digital photographs or other digital images, floppy discs, CDs, DVDs, and flash memory media, including USB drives and memory cards for cameras and cell phones. It includes not only information stored on agency computers but can also include information stored on home

computers, personal laptop computers, PDAs such as Palm Pilots and Blackberries, and mobile phones, if used for work. Examples of tangible things may include equipment salvaged from the facility, laboratory samples, specimens and photographs. All information, including privileged, protected, and confidential information, must be preserved.

What You Need to Do

The individual who will monitor [OFFICE's] compliance with the Litigation Hold/Preservation Notice is _____ (the Litigation Hold Monitor). _____ may be reached at _____.

You must take the following steps with respect to the above-described materials. Please contact the Litigation Hold Monitor if you need any assistance or have any questions.

1. Do not delete, throw out, shred, or otherwise destroy potentially relevant information, or allow deletion to happen by automatic deletion operations.
2. Maintain relevant ESI as described above. You should take steps to ensure that ESI is preserved in such a way as to preserve the "metadata" (internal computer data) embedded in the ESI. If you do not understand what this involves, please contact the Litigation Hold Monitor and the Litigation Hold Monitor will refer you to the appropriate IT staff to explain it to you and assist you with specific problems you may face. You should expeditiously identify to the Litigation Hold Monitor any critical databases that may contain relevant information and which may be updated and cause the information to be lost to determine what steps, if any, need to be taken to ensure the preservation of relevant data without adversely disrupting Agency operations.
3. Take affirmative steps to prevent the destruction of any potentially relevant information that has been transferred to a Federal Records Center or any other location.
4. Do not transfer any potentially relevant information to a Federal Records Center or any other location unless you have discussed it with the Litigation Hold Monitor and the Litigation Hold Monitor has agreed that the information will be adequately preserved after being transferred and is not needed in its present location for purposes of this matter.
5. Before any computer or electronic system that contains relevant information is retired or upgraded, or before an old computer or hard drive containing relevant information is retired or reimaged, whether because of a departing employee or otherwise, please contact the Litigation Hold Monitor to ensure that the agency retains access to potentially relevant information after the retirement or upgrade.
6. Contact the Litigation Hold Monitor if there are any staffing changes in your office that affect this matter, such as the retirement or departure of people who have done work related to this matter or new or additional people doing work relating to this matter.
7. Treat non-identical copies of documents (word processing files, spreadsheets, etc.) as if they were unique and save, at a minimum, the latest version and all versions that were shared with

others. Call the Litigation Hold Monitor to assist you in determining which other intermediate drafts, if any, to save.

8. If potentially relevant ESI has not been preserved, then immediately contact the Litigation Hold Monitor. Under some circumstances, IT staff may be able to recover information.

9. Maintain information subject to the litigation hold in an orderly, readily retrievable manner, keeping confidential and/or privileged information separate from publicly releasable information, and be prepared to provide materials subject to this litigation hold for review and/or production as needed for any subsequent case development, settlement discussions, alternative dispute resolution, preparation of privilege logs, discovery, pre-trial activities, and trial.

10. If you need to comply with an e-mail space quota, do not delete potentially relevant e-mail or move it from the e-mail system. You may move the potentially relevant information to an existing archive within the email system if that archive exists on a network hard drive and will not be subject to accidental deletion. If you do not know if your archive meets these criteria, or if you need to create an archive, do not delete or move anything, and contact the Litigation Hold Monitor.

11. If you need to work with any information subject to this hold, you must create a copy of the original, preserve the original and work from the copy. Note that opening an electronic document can change the document's metadata. You must take appropriate steps, if practicable, to create your copy without changing the document's metadata. If you are unsure how to do this, contact the Litigation Hold Monitor and the Litigation Hold Monitor will refer you to the appropriate IT staff.

12. Please review the list of recipients of this litigation hold notice. If you are aware of other people not listed who have worked or are working on this matter, or whom you otherwise believe may have custody of potentially relevant information, immediately contact the Litigation Hold Monitor.

13. If you are a supervisor, monitor and take all reasonable steps to make sure those you supervise comply with these instructions. Report compliance to the Litigation Hold Monitor at least monthly.

In the future, you may receive additional instructions for producing this information. In the meantime, please carefully review this e-mail and preserve all materials in accordance with these instructions.

We require that you certify that you have received, read, and understand these instructions by sending a reply email to the Litigation Hold Monitor at the email address set forth above. If you have any questions regarding these instructions, please contact the Litigation Hold Monitor.

Remember that this is VERY IMPORTANT and failure to comply with these instructions may result in sanctions being imposed or exclusion of evidence at trial. Thank you for your attention to this matter.

RECORDS RETENTION

CASE NAME: *Center for Biological Diversity v. Kelly*, Case No. 4:17-cv-00163 (D. AZ)

The following is provided in response to Litigation Hold/Preservation Notice dated _____:

(Attach additional pages as required.)

1. LIST OF AFFECTED EMPLOYEES:

The following current and former agency employees or contractors have knowledge, custody, or control of potentially relevant information (Affected Employees):

Name	Address	Phone Number

2. NOTIFICATION OF AFFECTED EMPLOYEES

I have directed the Affected Employees set forth above to conduct a thorough search for any relevant records, notified them of the requirement to preserve them until further notice, and provided each of them with a copy of the Instructions to Affected Employees that was attached to the Litigation Hold/Preservation Notice dated _____, and required that each Affected Employee, consistent with the Instructions to Affected Employees, certify that he or she has received, read, and understands the Instructions to Affected Employees.

3. DESIGNATION OF LITIGATION HOLD MONITOR

Consistent with Section III E of the Litigation Hold/Preservation Notice dated _____, I have designed _____, to service as [OFFICE's] Litigation Hold Monitor. _____ contact information is:

4. OTHER OFFICES WITH POTENTIALLY RELEVANT RECORDS

The following organization(s), office(s), or personnel may also have potentially relevant records:

5. STATEMENT OF NO RECORDS (If you have no records relevant to the subject case, provide explanation below.)

I have read and will comply with Litigation Hold/Preservation Notice dated _____.

Signature: _____ Title: _____

Printed name: _____ Phone: _____

From: (b)(6)
To:
Subject: RE: Border Barrier Breakout
Date: Tuesday, April 04, 2017 2:28:08 PM
Attachments: [Border Barrier Systems IGCE 04042017 v6 AW.docx \(002\).xlsx](#)

Hi (b)(6)

Attached is the updated IAA along with a tab that summarizes how the (b)(5) reprogramming is being spent.

Please let me know if you have any questions or comments.

Best Regards,

(b)(6)

(b)(6) PMP
Special Projects Analyst
Agile Group
Border Patrol & Air and Marine Program Management Office (BPAM PMO)
Office: (b)(6)
Mobile: (b)(6)
*Excel as a trusted strategic partner enhancing
Border Patrol's proud legacy.*

From: (b)(6)
Sent: Tuesday, April 4, 2017 2:26 PM
To: (b)(6)
Cc:
Subject: FW: Border Barrier Breakout

(b)(6) – Can (b)(6) update this per the convo this am (that I missed!). I understand \$ (b)(5) less is now going to USACE.

(b)(6)
Director, Business Operations Division (Acting)
Border Patrol & Air and Marine Program Management Office
Facilities Management and Engineering
Office of Facilities and Asset Management
Mobile: (b)(6)

From: (b)(6)
Sent: Tuesday, March 28, 2017 3:10 PM

To: (b)(6)
Cc:

(b)(6)

Subject: RE: Border Barrier Breakout

Hi (b)(6)

Attached is the updated. We will be sending (b) (5) to USACE: (b) (5) for A/E and (b) (5) USACE PM.

Let me know if you have any questions.

Alex

(b)(6) PMP
Special Projects Analyst
Agile Group
Border Patrol & Air and Marine Program Management Office (BPAM PMO)
Office: (b)(6)
Mobile (b)(6)
*Excel as a trusted strategic partner enhancing
Border Patrol's proud legacy.*

From: (b)(6)
Sent: Tuesday, March 28, 2017 2:59 PM
To: (b)(6)
Subject: RE: Border Barrier Breakout

Awesomesauce (b)(6)
Did you revise? I'm rewording the IAA doc, will paste what you previously submitted if not.

LL~

(b)(6)
Business Operations
OFAM / BPAM PMO
(b)(6) (o)
(m)

From: (b)(6)
Sent: Tuesday, March 28, 2017 9:59 AM
To: (b)(6)

(b)(6)

Cc: (b)(6)
Subject: RE: Border Barrier Breakout

(b) (5)

(b)(6) PMP
Special Projects Analyst
Agile Group
Border Patrol & Air and Marine Program Management Office (BPAM PMO)
Office: (b)(6)
Mobile: (b)(6)
*Excel as a trusted strategic partner enhancing
Border Patrol's proud legacy.*

From: (b)(6)
Sent: Tuesday, March 28, 2017 10:56 AM
To: (b)(6)

(b)(6)

Cc: (b)(6)
(b)(6)

Subject: RE: Border Barrier Breakout

Hey y'all – a couple of questions:

(b) (5)

(b)(6)
Business Operations
OFAM / BPAM PMO
(b)(6) (o)
(b)(6) (m)
(b)(6)

From: (b)(6)
Sent: Tuesday, March 28, 2017 7:12 AM
To: (b)(6)

(b)(6)

Cc: (b)(6)
(b)(6)

Subject: Border Barrier Breakout

Good morning,
Attached includes the \$ (b)(7)(E) breakout (great job (b)(6))
USACE received an additional \$ (b)(5) after confirming (b)(6) required \$ (b)(5) from the \$ (b)(5)
budgeted for previously.

(b)(6)

(b)(6)

Business Operations

OFAM / BPAM PMO

(b)(6)^(o)
m)

FY17 Wall Reprogramming Funding ([\$K])		
WBS Element	FY2017	
TOTAL	\$	(b) (5)
1.0 USACE Management	\$	
1.1 Program Management	\$	
1.1.1 Architecture and Engineering	\$	
<i>1.1.1.1 100% Design SDC</i>	\$	
<i>1.1.1.2 100% Design RGV</i>	\$	
1.1.2 USACE Program Management Support	\$	
<i>1.1.2.1 Real Estate</i>	\$	
<i>1.1.2.2 Program Support</i>	\$	
<i>1.1.2.3 Acquisition Planning</i>	\$	
<i>1.1.2.4 Ops Cell Support</i>	\$	
<i>1.1.2.5 Project Planning</i>	\$	
2.0 BPAM Wall Management	\$	
2.1 Program Management	\$	
2.1.1 Prototypes	\$	
<i>2.1.1.1 (8 prototypes at \$500k)</i>	\$	
<i>2.1.1.2 Other (Site Prep, Security, etc.)</i>	\$	
<i>2.1.1.2.1 Fencing and Security</i>	\$	
<i>2.1.1.2.2 Portable Lavatories</i>	\$	
<i>2.1.1.2.3 Contingency</i>	\$	
2.1.2 Environmental ((b) (6))	\$	
<i>2.1.2.1 Engineering personnel support</i>	\$	
<i>2.1.2.2 Env. Personnel Support</i>	\$	
<i>2.1.2.3 Env. Surveys and ESPs</i>	\$	
2.1.3 PMO/BPA Travel	\$	
2.1.4 ADE Cost Estimating	\$	

[illegible]

From: (b)(6)
To: (b)(6)
Cc: (b)(6); LOWRY, KIM M.; (b)(6)
Subject: RE: Wall Strategy Narrative_DRAFT INPUT nkc 032417.docx
Date: Friday, March 24, 2017 3:30:35 PM
Attachments: [DRAFT Wall-Strategy Narrative.docx](#)

Good afternoon, (b)(6)

Attached for your review is a draft narrative based on the bulleted document and the strategy graphic. I hope this document is a helpful start to creating the narrative C1 is requesting. I realize this doesn't give you much of an opportunity to review and edit before I have to head out to an appointment this afternoon, but please let me know if I can help with any revisions. I'll monitor my email this evening and weekend, and I'll be here in the office by 0730 on Monday.

Thank you!

(b)(6)

From: (b)(6)
Sent: Friday, March 24, 2017 10:21 AM
To: (b)(6)
Cc: (b)(6)

(b)(6)

Subject: Wall Strategy Narrative_DRAFT INPUT nkc 032417.docx

(b)(6) asked that I reach out for your assistance on completing a task. C1 has asked us to produce a narrative of CBP's Wall Strategy. The attached word document lays out that strategy in bullet format. I've also included a higher level graphic that shows the strategy. (b)(6)

(b) (5)

Best,

(b)(6)

(b)(6)

Chief of Staff
Office of Facilities and Asset Management

Mobile: (b)(6)

(b)(6)

DRAFT

DRAFT

DRAFT

U.S. Customs and Border Protection

Border Wall Deployment Strategy

President Trump recently issued several executive orders to strengthen the security of our border and increase enforcement of our immigration laws. Executive Order (EO) 13767, Border Security and Immigration Enforcement Improvements, requires the Department of Homeland Security (DHS) to “secure the southern border of the United States through the immediate construction of a physical wall on the southern border, monitored and supported by adequate personnel so as to prevent illegal immigration, drug and human trafficking, and acts of terrorism.”

U.S. Customs and Border Protection (CBP) is taking all appropriate action to immediately plan, design, and construct a physical wall or similarly secure, contiguous, and impassible physical barrier along the southern border, in adherence to three strategic goals:

- Meet the border security requirements outlined in the Executive Order;
- Address U.S. Border Patrol (USBP) Operational Requirements and Agent Safety; and
- Procure barrier construction solutions and administer contracts using fiscally-responsible acquisition practices and adhering to departmental oversight.

Tactical infrastructure, specifically physical barriers, has long been a critical component of CBP’s multi-layered and risk-based approach to securing our Southern border. Border barriers have enhanced – and will continue to enhance – USBP’s operational requirements by creating persistent impedance, and facilitating the deterrence and prevention of successful illegal entries. The terrain across the 2,000 miles of border between the United States and Mexico is extremely diverse, consisting of sandy deserts, rocky mountains, and modern urban areas. Because of the diversity of the border environment, there can be no one-size-fits-all border barrier solution. Today, we have two types of pedestrian “fencing” (e.g., steel bollard fencing and levee) we know meet our requirements in specific geographic areas of responsibility.

To address changing cross-border demographics and threats, CBP is working with industry and our partners at the U.S. Army Corp of Engineers (USACE) to potentially incorporate additional, alternative designs that may include a concrete base, or other innovative solutions, into our border barrier and levee wall system construction. Border barrier and levee wall systems are comprehensive solutions that include a combination of various types of infrastructure such as wall, fence, lighting, enforcement cameras and other related technology, and all-weather roads, which provide persistent impedance and facilitates the deterrence and prevention of successful entries.

Border Wall Deployment Approach

CBP’s plan for deploying border barrier solutions is a multi-phase approach that includes immediate and mid-term activities to fully implement the EO’s requirement to plan, design, and construct a physical barrier along the southern border.

Immediate Activities

Based on USBP’s vast experience and previous identification of current and imminent needs for

(b) (5)

DRAFT

DRAFT

DRAFT

border infrastructure, CBP identified priority barrier requirements and decided to initiate our border barrier deployment in the San Diego and Rio Grande Valley Sectors. In late February, DHS issued a Request for Information (RFI) to industry, which recognizes that there may be many innovative approaches to wall construction. CBP wants to take advantage of those ideas as we develop a detailed, long-term strategy. The RFI is a complementary effort to ensure CBP has considered ALL aspects of long-term strategy going forward. In support of this effort, DHS submitted a reprogramming request for (b) (5) for initial prototype design and planning for future wall efforts.

Pending funding availability, CBP will award multiple IDIQs to vendors and issue up to two task orders per vendor for a maximum of eight prototypes, based on best value to the Government. Contractors will have 30 days from Notice to Proceed (NTP) to construct the prototype designs. Prototype design and construction will be in the San Diego Sector. Additionally, contractors will build a mock-up of the prototype design at an off-border Government location for independent verification and validation (IV&V) testing. All results from the prototypes and IV&V will be provided to an architectural and engineering (A/E) firm to incorporate the features into standard designs for future deployment along the southwest border.

In anticipation of constructing several different types of structures, and to ensure we capture industry input, CBP is developing and expanding a Border Barrier Toolkit to capture the potential solutions identified during the prototype design process, which will ultimately inform CBP's comprehensive physical barrier solution deployment program.

Additionally, in FY 2017, pending funding availability, CBP will work with the USACE to construct approximately (b) (5) miles of levee wall and/or border barrier system in the Rio Grande Valley Sector (RGV), the highest priority area for USBP. CBP will also construct (b) (5) miles of border barrier system in San Diego Sector, based on site accessibility and USBP's need to replace both the primary and secondary barrier in the existing Border Infrastructure System.

Mid-Term Activities

With all of the resources and infrastructure CBP deploys to the border, CBP works closely with frontline agents to identify the highest priorities and threats, develop requirements, and tailor an acquisition strategy specific to the terrain, risks and threats in specific areas and regions along the border. USBP has a rigorous requirements analysis process called the Capability Gap Analysis Process (CGAP). The current CGAP is still in development; however, in anticipation of the tactical infrastructure gaps expected to be identified in the CGAP, CBP is planning the next phase of physical barrier deployment.

In FY 2018, pending funding availability, CBP anticipates constructing approximately (b) (5) miles of border barrier system in RGV to facilitate operational control of a high priority area for USBP. CBP will also construct approximately (b) (5) miles of border barrier system in the Tucson and/or El Paso Sectors. CBP will leverage lessons learned and best practices from FY 2017 border barrier and levee wall system construction.

In FY 2019 and beyond, pending funding availability, CBP anticipates constructing border barrier systems in remaining areas identified by USBP's priorities and completed CGAP. These

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sectors may include RGV, Laredo, Del Rio, El Paso, and Tucson. CBP will leverage lessons learned and best practices from FY 2017 & FY 2018 border barrier and levee wall system construction.

Planning, Acquisition, and Construction Management

Throughout the entire wall planning, designing, and construction process, CBP will complete project, budget, real estate, and environmental planning to ensure available resource capacity and timely, cost effective prototype evaluation and construction completion. We will leverage expertise in federal acquisition to maximize transparency and accountability and to ensure we deploy the most effective and efficient solutions to meet the requirements, in accordance with the established DHS acquisition framework and acquisition review board oversight. We will also work closely with our trusted partners at the USACE, who will allow the Government to construct multiple wall prototypes and analyze them for inclusion in CBP's Border Barrier Toolkit.

From:

(b)(6)

To:

Subject:

RE: NEW TASK: QFR--00016 (RE AZ/Enviro) Due 6/29 @ 9AM (Thurs) Leads:

(b)(6)

Date:

Thursday, June 29, 2017 9:29:35 AM

Attachments:

[image001.png](#)

Let me see what I can dig out!

(b)(6)

Director, Business Operations Division

Border Patrol & Air and Marine Program Management Office

Facilities Management and Engineering

Office of Facilities and Asset Management

Mobile (b)(6)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

(b) (5)

From: (b)(6)

Sent: Wednesday, June 28, 2017 4:48 PM

To: (b)(6)

(b)(6)

Cc: (b)(6)

(b)(6)

Subject: FW: NEW TASK: QFR--00016 (RE AZ/Enviro) Due 6/29 @ 9AM (Thurs) Leads: (b)(6)
(b)(6)

Hello OCC –

(b) (5)

(b)(6)

Director, Business Operations Division
Border Patrol & Air and Marine Program Management Office
Facilities Management and Engineering
Office of Facilities and Asset Management
Mobile: (b)(6)

From: (b)(6) **On Behalf Of** BPAM PMO TASKS

Sent: Wednesday, June 28, 2017 11:01 AM

To: (b)(6)

(b)(6)

Subject: NEW TASK: QFR--00016 (RE AZ/Enviro) Due 6/29 @ 9AM (Thurs) Leads: (b)(6)
(b)(6)

Hi (b)(6)

We just received the following QFR Pass back requesting adjudication **by 9:00 AM TOMORROW 6/29/17 (Thursday)**. The QFR is attached, pasted below are 21 and 25 – assigned to BPAM. Let me know if anyone else should also be assigned to this QFR!

21

Question: I generally hear positive reports from Arizonans about the good work of the Border Patrol. However, one complaint that I am sure you are aware of is road maintenance; we often hear from ranchers and others that the Border Patrol utilizes local roads for surveillance, but is unable to maintain the same roads. I have since requested a GAO study on border road deterioration and maintenance and look forward to its results. The FY17 Appropriations provided funding for both border road maintenance (\$22,400,000) and border road construction (\$77,400,000).

I understand there are limitations for CBP with regard to border road maintenance, but how will you prioritize utilizing these funds to maintain border roads used heavily by the Border Patrol?

Response: Well-maintained roads in the border region are beneficial to the local communities and CBP. However, CBP does not have the legal authority to use its appropriated funds to maintain state and local roads.

Question: Another issue I often hear about is border access for your agents. Arizona's rough terrain and intermittent roads hinder the ability of agents to apprehend criminal border crossers or drug runners in a timely fashion. How will new funding for border roads improve this situation?

Response: CBP deploys a comprehensive approach to secure the border, and roads are one element of that layered approach. Our comprehensive plan includes additional, substantial investments in technology, infrastructure and enforcement personnel. Fencing and technology are complementary tools that also require access for patrol and maintenance and repair purposes through new road construction. CBP will continue to work to deploy the right mix of technology, tactical infrastructure, and personnel to secure the border as effectively and efficiently as possible, to include continued new road construction requirements.

Question: What else can Congress do to assist in these efforts?

Response:

(b) (5)
(b) (5)

25

Question: According to the Fish and Wildlife Service, at least 89 endangered or

threatened species, 108 species of migratory bird, and four national wildlife refuges could potentially be affected by activities along the border region.

Has CBP reviewed the environmental harms to wildlife, wildlands, and waterways that would be done by construction and maintenance of a border wall?

Response: CBP has conducted significant environmental planning for past fence construction and other border security related actions conducted on the southwest border. Prior environmental planning has resulted in the completion of hundreds of biological studies and numerous environmental assessments. CBP retains data and analysis on habitat and species gathered during the course of planning for infrastructure projects and regularly consults with the US Fish and Wildlife Service on the potential for impacts to habitat and species as a result of implementation of its border infrastructure projects. In addition, CBP funded development of the US Fish and Wildlife Service system known as IPaC during previous border fence construction, which aids in the identification of critical habitat, species, and other natural resources within a project area.

CBP's commitment to responsible environmental stewardship remains, and the environmental planning process for new border wall would continue to include conducting biological surveys of the areas to be disturbed as a result of border wall and consultation with all appropriate stakeholders including federal land managers and the US Fish and Wildlife Service to minimize any impacts to habitat and species.

Question: Does CBP have a plan in place to mitigate the damage done to the environment?

Response: As part of its standard environmental planning process, CBP will complete biological surveys in advance of any construction to identify the potential for impacts to biological resources and protected species and habitat. CBP, in consultation with the appropriate stakeholders, including the US Fish and Wildlife Service and affected federal land managers, will identify appropriate mitigation measures to address habitat loss or impacts to species, as well as identify best management practices to be implemented during construction. Following construction, CBP will execute appropriate mitigation such as habitat restoration, habitat creation, or other mitigation strategy as identified through the pre-construction consultation with stakeholders to the extent that funding allows.

Let me know if you have any questions!

Thank you!

(b)(6)

Communications Specialist, Business Operations Division
Strategic Analysis, Inc.

Border Patrol & Air and Marine Program Management Office (BPAM PMO)
Facilities Management & Engineering

Mobile: (b)(6)

(b)(6)

Excel as a trusted strategic partner enhancing Border Patrol's proud legacy.

From: OFAM-TASKINGS

Sent: Wednesday, June 28, 2017 11:11 AM

To: FMEEXECSUPPORT (b)(7)(E) BPAM PMO TASKS

(b)(7)(E) EEMTASK SUPPORT (b)(7)(E)

Cc: OFAM-TASKINGS (b)(7)(E) (b)(6)

(b)(6)

Subject: FW: CBP Tracking 2.0 assignment - Folder 2017-QFR-00016

Hi FME/BPAM & EEM,

Please see the QFR Passback attached and below for your adjudication due 9am tomorrow.

21 – ES/OFAM - BPAM

25 – ES/OFAM – BPAM?

Thank you!

(b)(6)

Senior Task Manager

Agile Group

Office of Facilities and Asset Management

U.S. Customs and Border Protection

Mobile: (b)(6)

(b)(6)

From: Enterprise Services Exec Sec

Sent: Wednesday, June 28, 2017 10:28 AM

To: OFAM-TASKINGS (b)(7)(E) OFAM Exec Support

(b)(7)(E)

Cc: Enterprise Services Exec Sec (b)(7)(E)

Subject: FW: CBP Tracking 2.0 assignment - Folder 2017-QFR-00016

Good morning OFAM,

Please see the QFR Passback attached and below for your adjudication by no later than 10 AM TOMORROW.

Please address section:

21 – ES/OFAM

25 – ES/OFAM

Thank you,

(b)(6)

Enterprise Services ExecSec
Senior Management Council ExecSec
U.S. Customs and Border Protection



CBP Enterprise Services

From: (b)(6)

Sent: Wednesday, June 28, 2017 9:58 AM

To: Enterprise Services Exec Sec (b)(7)(E) OI CORRESPONDENCE

GML (b)(7)(E) (b)(6)

OFO BUDGET FORMULATION (b)(7)(E)

Cc: CBP Reports-QFRs (b)(7)(E) (b)(6)

(b)(6)

Subject: CBP Tracking 2.0 assignment - Folder 2017-QFR-00016

To: OCA – attention (b)(6) USBP, OI, ES/OFAM, OFO

Re: DHS Passback - QFRs - Vitiello Judiciary, Building America's Trust Through Border Security:
Progress on the Southern Border, folder 2017-QFR-00016

Under attachment type CBP Draft Response, please specifically address the following from
DHS Review:

3 – OCA; attention Brendan Heavey, this response from CBP was drafted following
conversation with you. DHS Review has entered new language to the response. Please advise
on this.

9 – USBP

10 – OI

21 – ES/OFAM

25 – ES/OFAM

29 – OFO

Return your responses in track changes **by noon tomorrow, Thursday, June 29th** to CBP Reports QFRs.

Folder **2017-QFR-00016** has been assigned to you for action by (b)(6)

(b) (7)(E)

(b) (5)

From: (b)(6)

Sent: Thursday, June 29, 2017 8:02 AM

To: (b)(6)

(b)(6)

Cc: (b)(6)

Subject: RE: NEW TASK: QFR--00016 (RE AZ/Enviro) Due 6/29 @ 9AM (Thurs) Leads: (b)(6)

(b)(6)

(b)(6)

(b) (5)

(b) (5)

Thanks,

(b)(6)

-

(b) (5)

(b) (5)

(b) (5)

From: (b)(6)

Sent: Wednesday, June 28, 2017 4:48 PM

To: (b)(6)

(b)(6)

Cc: (b)(6)

(b)(6)

Subject: FW: NEW TASK: QFR--00016 (RE AZ/Enviro) Due 6/29 @ 9AM (Thurs) Leads: (b)(6)
(b)(6)

Hello OCC –

(b) (5)

(b)(6)

Director, Business Operations Division

Border Patrol & Air and Marine Program Management Office

Facilities Management and Engineering

Office of Facilities and Asset Management

Mobile: (b)(6)

From: (b)(6) **On Behalf Of** (b) (7)(E)

Sent: Wednesday, June 28, 2017 11:01 AM

To: (b)(6)

(b)(6)

Subject: NEW TASK: QFR--00016 (RE AZ/Enviro) Due 6/29 @ 9AM (Thurs) Leads: (b)(6)
(b)(6)

From: (b)(6)
To:
Subject: RE: WF 1139083 (86754): Rep. Thompson Response (CBP input)
Date: Sunday, March 26, 2017 10:52:15 PM
Attachments: [86754_Thompson_Draft_Enclosure \(USBP\)- OFAM OCC OTD OF USBP HRM vOFAM EDITS.docx](#)
Importance: High

(b)(6)

Please review attached. (b)(5)
(b)(5)

Thanks,

(b)(6)

From: (b)(6)
Sent: Friday, March 24, 2017 10:46 AM
To: (b)(6)
(b)(6)
Subject: FW: WF 1139083 (86754): Rep. Thompson Response (CBP input)

(b)(6) – (b)(5)
(b)(5) Like
everything else, the front office would like this back today. Is that doable? (b)(5)
(b)(5)

(b)(6) – Though these came straight back to us, we'll need to send up our revisions through EAC
(b)(6) I'll ask you to coordinate that once we clear the new draft.

(b)(6)

From: (b)(6)
Sent: Friday, March 24, 2017 7:56 AM
To: (b)(6)
Subject: FW: WF 1139083 (86754): Rep. Thompson Response (CBP input)

(b)(6)

I checked with (b)(6) (b)(5)

(b)(5)

Thanks,

(b)(6)

From: (b)(6)

Sent: Tuesday, March 21, 2017 6:09 PM

To: (b)(6)

Subject: WF 1139083 (86754): Rep. Thompson Response (CBP input)

(b)(6)

As discussed, attached is the incoming and response to Rep. Thompson. The wall questions are 9-14.

(b)(6)

Director, Office of the Executive Secretariat

Office of the Commissioner

U.S. Customs and Border Protection

W (b)(6)

Cell (b)(6)

**The Department of Homeland Security's Response to
Representative Thompson's, et al. February 22, 2017 Letter**

- 1. Given that U.S. Immigration and Customs Enforcement (ICE) is resourced to remove about 400,000 individuals each year, how will ICE prioritize enforcement actions against the millions who are now a priority pursuant to the Executive Orders?**

[ERO should be tasked to draft an answer to this question.]

- 2. How will ICE ensure that those who pose public safety or national security threats are prioritized over those who do not?**

[ERO should be tasked to draft an answer to this question.]

- 3. Please provide copies of any guidance documents of officers and agents in the field regarding implementing this provision.**

[ERO should be tasked to draft an answer to this question.]

- 4. Will states be permitted to use National Guard personnel pursuant to 287(g) agreements? What specific authorities will 287(g) program participants have with respect to enforcing immigration law?**

[ERO should be tasked to draft an answer to this question.]

[Policy should be tasked to draft an answer to this question.]

- 5. Does DHS have documented objectives for the 287(g) program? If so, please provide a copy of this documentation. If not, when will it be available?**

[ERO should be tasked to draft an answer to this question.]

- 6. How will DHS supervise 287(g) program participants to ensure they comply with program requirements and agreements?**

[ERO should be tasked to draft an answer to this question.]

- 7. What data will program participants be required to report to ICE? How frequently will reporting be required? What is the estimated annual cost of the program?**

[ERO should be tasked to draft an answer to this question.]

8. Please provide copies of 287(g) agreements for each of the models DHS will offer to program participants.

[ERO should be tasked to draft an answer to this question.]

9. Has the Department identified areas to begin construction of the wall? If so, please provide the exact locations, mileage, and construction schedule for these segments. What type of wall is planned? What is the estimated cost for this construction?

- Has the Department identified areas to begin construction of the wall?

(b) (5)

(b) (5)

- If so, please provide the exact locations, mileage, and construction schedule for these segments.

- (b) (5)

(b) (5)

(b) (5)

- What type of wall is planned?

- (b) (5)

- What is the estimated cost for this construction?

- (b) (5)

(b) (5)

10. When does the Department plan to have a complete list of locations and schedule for wall construction?

- (b) (5)

(b) (5)

11. What is the total estimated cost of all wall construction planned by the Department?

- (b) (5)

12. Does the Department plan to conduct outreach to affected states and border communities? If so, how?

- (b) (5)

13. Do you intend to use eminent domain to obtain land for wall construction?

- (b) (5)

14. Do you intend to waive any laws for wall construction?

- (b) (5)

15. What constitutes “proper processing” of UACs? Please provide a copy of the relevant guidance to Department personnel.

- (b) (5)

(b) (5)

Formatted: Indent: Left: 0.75", No bullets or numbering

(b) (5)

16. What procedures will the Department implement to verify whether UACs are without a parent in the U.S.? Please provide a copy of related guidance to Department personnel.

(b) (5)

17. In the course of this verification, if the Department determines that a UAC has a parent present in the U.S. without authorization, will the parent be a priority for

(b) (5)

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removal? Under what circumstances will they be referred for criminal prosecution? Please explain how and by whom this determination will be made.

CBP defers to ICE.

18. How will the Department continue to ensure compliance with relevant statutes and the *Flores* settlement agreement as they relate to UACs?

[ERO should be tasked to draft an answer to this question.]

[OPLA should be tasked to draft an answer to this question.]

19. Pursuant to the Executive Orders and relevant guidance, how many additional detention beds does the Department plan to construct? For how many does the department plan to contract?

[ERO should be tasked to draft an answer to this question.]

[CFO should be tasked to draft an answer to this question.]

20. What is the estimated cost of these additional detention beds?

[ERO should be tasked to draft an answer to this question.]

[CFO should be tasked to draft an answer to this question.]

21. Has the Department already begun the process of contracting for additional detention beds? If so, with whom?

[ERO should be tasked to draft an answer to this question.]

[OAQ should be tasked to draft an answer to this question.]

22. Will vulnerable populations, such as children, the elderly, the sick or disabled be exempt from mandatory detention?

[ERO should be tasked to draft an answer to this question.]

23. Will the Department continue to use the Alternatives to Detention program? If so, under what circumstances would an individual be eligible for the program?

[ERO should be tasked to draft an answer to this question.]

24. What is the Department's plan for hiring the additional 5,500 CBP and 10,000 ICE personnel? Please provide copies of these hiring plans.

[OHC should be tasked to draft an answer to this question.]

(b) (5)

Commented [SMC8]: Per HRM

25. How long will it take to hire, train, and deploy all 15,500 agents and officers?

[OHC should be tasked to draft an answer to this question.]

(b) (5)

Commented [SMC9]: Per OTD

Commented [SMC10]: Per HRM

[OTTP should be tasked to draft an answer to this question.]

- 26. Will any hiring standards or training requirements be changed to hire these personnel? If so, please provide a detailed list of any anticipated changes.**

(b) (5)

Commented [SMC11]: Per HRM

OHC should be tasked to draft an answer to this question.]

[OTTP should be tasked to draft an answer to this question.]

- 27. Does the Department plan to hire additional CBP officers as part of this effort? If not, why not?**

(b) (5)

Commented [SMC12]: Per HRM

- 28. What is the cost of hiring, training, and deploying these additional personnel? Please provide a breakdown for Border Patrol, CBP Air and Marine, and ICE.**

[OHC should be tasked to draft an answer to this question.]

(b) (5)

Commented [SMC13]: Per OF

(b) (5)

Commented [SMC14]: Per HRM

[OTTP should be tasked to draft an answer to this question.]

29. What jurisdictions and law enforcement entities will be eligible to enter into 287(g) agreements with DHS?

[ERO should be tasked to draft an answer to this question.]

From: (b)(6)
To:
Subject: FW: OMB Tables
Date: Thursday, February 02, 2017 8:36:11 AM
Attachments: [Presidential Transition Tech Assist- OMB 011312017 OFFICAL PRESENTATION v3FINAL.xlsx](#)

(b) (5) I would like to place the
cost chart in the updated PPT deck – (b) (5) See attached.

(b)(6)
Branch Chief, Communications and Workforce Strategy
Border Patrol & Air and Marine Program Management Office
Facilities Management and Engineering
Office of Facilities and Asset Management
Mobile: (b)(6)

From: (b)(6)
Sent: Thursday, February 02, 2017 8:17 AM
To: (b)(6)
Subject: OMB Tables

With updated mileage

(b)(6) PMP
Border Patrol & Air and Marine Program Management Office (BPAM PMO)
Office: (b)(6)
Mobile:
*Excel as a trusted strategic partner enhancing
Border Patrol's proud legacy.*

PRIORITY	Requirement Type	Miles (original)	Updated Mileage 1/6/17	Updated Mileage 1/10/2017	Acquisition/Initial Costs ROM (- 50%/+100%) Cost	20 Year Recurring Costs (Maintenance and Repair)	Total End State Cost
	New Primary PF TOTAL				\$		
6	Primary Pedestrian Fence (b) (7)(E)	(b)(7)(E)			\$		
5	Primary Pedestrian Fence				\$		
1a	Primary Pedestrian Fence				\$		
	Replacement Primary PF And VF to PF TOTAL				\$		
2	PF & VF Primary Replacement Fence (b) (7)(E)				\$		
7	PF & VF Primary Replacement Fence				\$		
3	PF & VF Primary Replacement Fence				\$		
4	PF & VF Primary Replacement Fence				\$		
8	PF & VF Primary Replacement Fence				\$		
1b	RGV Real Estate (36 Gates)				\$		
1c	Southwest Border Road Maintenance (non-owned roads)	(b)(7)(E)			\$		
1c	Road Maintenance (b) (7)(E)				\$		
1c	Road Maintenance				\$		
1c	Road Maintenance				\$		
1c	Road Maintenance				\$		
1c	Road Maintenance				\$		
1c	Road Maintenance				\$		
1c	Road Maintenance				\$		
1c	Road Maintenance				\$		
1c	Road Maintenance				\$		
1c	Road Maintenance				\$		

Mileage is subject to fluctuate as addition planning activities and GIS mapping occurs.

Table: Actuals

Requirement Type	New Miles	Acquisition/Initial Costs ROM (-50%/+100%) Cost	20 Year Recurring Costs (Maintenance and Repair)	Total End State Cost
Phase I: New Primary PF	(b)(7)(E)	\$	(b) (5)	
Phase II: New Primary PF		\$		
Phase II: Replacement Primary PF		\$		
Phase II: Secondary Fence		\$		
Phase III: new Primary PF		\$		
RGV Real Estate (b) (7)(E)		\$		
Southwest Border Road Maintenance		\$		
Total Costs		\$		

Table: Rounded

Requirement Type	New Miles	Acquisition/Initial Costs ROM (-50%/+100%) Cost	20 Year Recurring Costs (Maintenance and Repair)	Total End State Cost
Phase I: New Primary PF	(b)(7)(E)	\$	(b) (5)	
Phase II: New Primary PF		\$		
Phase II: Replacement Primary PF And VF to PF		\$		
Phase II: Secondary Fence		\$		
Phase III: new Primary PF		\$		
RGV Real Estate (b) (7)(E)		\$		
Southwest Border Road Maintenance		\$		
Total Costs		\$		

* Cost includes \$(b)(7)(E) per mile for (b)(7)(E) install
** 20 Year Maintenance Costs NOT adjusted for inflation

Wall Construction Cost Variables Per Mile					
	Fence Cost	Fence Cost (LRT &RGV)	Fence Maint	Road Maint	Secondary Fence
Total	\$	(b) (5)			
Construction Cost	\$	(b) (5)			
Real Estate and Envi	\$				
Sensors	\$				

RGV fence cost does not include lump sum (b) (5) for additional RE

(b)(7)(E)

rgv and laredo not fenced

(b)(7)(E) miles of secondary (b) (5) million

(b) (5) million for RE (b) (7)(E) in RGV

(b) (5)

PRIORITY	Requirement Type	Miles (original)	Updated Mileage 1/6/17	Acquisition/Initial Costs ROM (-50%/+100%) Cost	20 Year Recurring Costs (Maintenance and Repair)	Total End State Cost
1a	Primary Pedestrian Fence (b) (7)(E)	(b)(7)(E)	(b)(7)(E)	\$	(b) (5)	
1b	RGV Real Estate (b) (7)(E)			\$		
1c	Southwest Border Road Maintenance			\$		
1c	Road Maintenance (b) (7)(E)			\$		
1c	Road Maintenance			\$		
1c	Road Maintenance			\$		
1c	Road Maintenance			\$		
1c	Road Maintenance			\$		
1c	Road Maintenance			\$		
1c	Road Maintenance			\$		
1c	Road Maintenance			\$		
1c	Road Maintenance			\$		
1c	Road Maintenance			\$		
1c	Road Maintenance			\$		
2	PF & VF Primary Replacement Fence (b) (7)(E)			\$		
3	PF & VF Primary Replacement Fence			\$		
4	PF & VF Primary Replacement Fence			\$		
5	Primary Pedestrian Fence (b) (7)(E)			\$		
6	Primary Pedestrian Fence			\$		
7	PF & VF Primary Replacement Fence (b) (7)(E)			\$		
8	PF & VF Primary Replacement Fence			\$		

Mileage is subject to fluctuate as addition planning activities and GIS mapping occurs.

		Required Miles	ROM Cost per Mile	Estimated One Time ENV Mitigation Cost	Estimated One Time Land Acquisition Cost	Estimated One Time Labor Costs	Estimated One Time Costs	Estimated Recurring Costs Annually	Est. One-Time and 20 Year Recurring Costs	
SDC EPT RGV	Primary Pedestrian Fence	(b)(7)(E)	(b)(5)					(b)(5)		
	Primary Pedestrian Fence	(b)(7)(E)	(b)(5)					(b)(5)		
	Primary Pedestrian Fence	(b)(7)(E)	(b)(5)					(b)(5)		
	TOT									
			avg cost							
						Av. Cost Per Mile	\$	(b)(5)		

ASSUMPTIONS

- All estimates should be considered rough order of magnitude, -50%/+100% as defined by the Project Management Body of Knowledge, Third Edition.
- Primary fence design assumes an (b)(7)(E) fence with (b)(7)(E) foundation.
Cost per mile for primary and secondary pedestrian fence is based on average costs associated with the construction of PF225 fence, does not account for market fluctuations (e.g. increased fuel costs, labor, raw materials) that may increase cost to construct.
- Cost per mile does not account for site conditions not experienced during the construction of PF225, though impacts from unencountered site conditions are predicted to be minimal.
- Recurring costs assume a 20-year useful life for pedestrian fence.
- Estimates for "recurring costs" reflect average maintenance costs per mile of fence and roads. Assumes the maintenance and repair costs at (b)(5) for fence per mile and \$(b)(5) for roads per mile annually.
- Labor estimates include federal employee and contract support for project management and associated disciplines required to ramp up to construction capable as well as service provider PMO labor costs.
- Assumes the Secretary of the Department of Homeland Security issues a waiver of applicable environmental and land management laws, the authority for which is detailed in the Real ID Act of 2006.
- Outyear costs are calculated in 2016 dollars.
- Assumes a minimum of 36-month schedule to complete, more likely 48 months in RGV. Even with additional resources, an 18-month schedule cannot be achieved due to the requirement to acquire real estate.
- Cost per mile for real estate is assumed to be \$99/mile in order acquire the land, access and staging areas.

NOTES

- This estimate does not include any funding in support of DOJ for services for land acquisition.

	Required Miles	ROM Cost per Mile	Estimated One Time ENV Mitigation Cost	Estimated One Time Land Acquisition Cost	Estimated One Time Labor Costs	Estimated One Time Costs	Estimated Recurring Costs Annually	Est. One-Time and 20 Year Recurring Costs
PF & VF Primary Replacement Fence (b)(7)(E)	(b)(7)(E)	\$	(b) (5)			\$	(b) (5)	
PF & VF Primary Replacement Fence		\$				\$		
PF & VF Primary Replacement Fence		\$				\$		
PF & VF Primary Replacement Fence		\$				\$		
PF & VF Primary Replacement Fence		\$				\$		
PF & VF Primary Replacement Fence		\$				\$		
TOTALS		\$				\$	(b) (5)	

Includes VF to PF and PF Replacement

Cost/Mile

(b) (5)

ASSUMPTIONS

- 1 All estimates should be considered rough order of magnitude, -50/+100 as defined by the Project Management Body of Knowledge, Third Edition.
- 2 Primary fence replacement design assumes an (b)(7)(E) fence with (b)(7)(E) foundation.
- 3 Cost per mile estimates for primary fence replacement construction includes construction and supply chain, planning/oversight, environmental planning, design, and real estate planning.
- 4 Cost per mile for primary pedestrian fence is based on average costs associated with the construction of PF225 fence, does not account for market fluctuations (e.g. increased fuel costs, labor, raw materials) that may increase cost to construct.
- 5 Cost per mile does not account for site conditions not experienced during the construction of PF225, though impacts from unencountered site conditions are predicted to be minimal.
- 6 Recurring costs assume a 20-year useful life for pedestrian fence.
- 7 Estimates for "recurring costs" reflect average maintenance costs per mile of fence. Assumes the maintenance and repair costs at \$(b)(5) for fence per mile annually.
- 8 Labor estimates include federal employee and contract support for project management and associated disciplines required to ramp up to construction capable as well as service provider PMO labor costs.
- 9 Assumes the Secretary of the Department of Homeland Security issues a waiver of applicable environmental and land management laws, the authority for which is detailed in the Real ID Act of 2006.
- 10 Outyear costs are calculated in 2016 dollars.
- 11 Cost per mile for real estate is assumed to be \$(b)(5) mile in order acquire access and staging areas.

NOTES

- 1 Schedule, cost and possible access may be impacted on the Southwest Border due to negotiations with Native American Nations including the Tohono O'odham Nation, Cocopah Indian Tribe and Quechan Tribe.
- 2 CBP assumes that all legacy fencing is on real estate in which it maintains a permanent interest.

Sector	New Primary (PF)	Replacement Primary (PF)	sector	location
Big Bend	(b) (7)(E)		BBT	SB
Blaine			BLW	NB
Del Rio			DRT	SB
El Centro			ELC	SB
El Paso			EPT	SB
Houlton			HLT	NB
Havre			HVM	NB
Laredo			LRT	SB
Rio Grande Valley			RGV	SB
San Diego			SDC	SB
Spokane			SPW	NB
Swanton			SWB	NB
Tucson			TCA	SB
Yuma			YUM	SB
Total				

From: (b)(6)
To:
Subject: RE: FENCE/WALL INFORMATION - FACT SHEET
Date: Thursday, February 02, 2017 5:38:19 PM

Thank you!!! Holy cow

(b)(6)
Business Operations
OFAM / BPAM PMO

(b)(6)^(o)
(b)(6)^(m)

(b)(6)

From: (b)(6)
Sent: Thursday, February 02, 2017 8:27 AM
To: (b)(6)
Subject: FW: FENCE/WALL INFORMATION - FACT SHEET

(b)(6)
Branch Chief, Communications and Workforce Strategy
Border Patrol & Air and Marine Program Management Office
Facilities Management and Engineering
Office of Facilities and Asset Management
Mobile: (b)(6)

From: (b)(6)
Sent: Wednesday, February 01, 2017 11:47 AM
To: (b)(6)
Cc: (b)(6)
Subject: RE: FENCE/WALL INFORMATION - FACT SHEET

Hi (b)(6)

Hope all is well.

We have some of the bulleted information for existing fence; however, under FOIA requests GPS data/coordinates are typically redacted. (b)(5)

(b)(5)

We'd like to discuss what types of information you might be finding online and whether they are the right data source. (b)(5)

(b)(5)

(b) (5)

Please let us know when you have time to discuss further.

Regards,

(b)(6)

From: (b)(6)

Sent: Tuesday, January 31, 2017 8:49 AM

To: (b)(6)

(b)(6)

Cc: (b)(6)

(b)(6)

Subject: RE: FENCE/WALL INFORMATION - FACT SHEET

(b)(6)

As I continue to research information available online related to the fence/wall I was wondering if we could get the following data for possible public dissemination.

(b) (5)

VR

(b)(6)

Southwest Border Branch Chief
Office of Public Affairs – Media Division
U.S. Customs and Border Protection
1300 Pennsylvania Ave., NW

Washington, D.C. 20229

Office: (b)(6)

BB: (b)(6)

Email: (b)(6)

For more info about CBP click the following

www.cbp.gov

Twitter @CustomsBorder

<http://www.cbp.gov/newsroom>

From: (b)(6)

Sent: Friday, January 27, 2017 5:28 PM

To: (b)(6)

(b)(6)

Cc: (b)(6)

(b)(6)

Subject: RE: FENCE/WALL INFORMATION - FACT SHEET

(b)(6) – Please let us know if the attached draft map works.

From: (b)(6)

Sent: Friday, January 27, 2017 3:14 PM

To: (b)(6)

Cc: (b)(6)

(b)(6)

Subject: RE: FENCE/WALL INFORMATION - FACT SHEET

Hi (again) (b)(6) We can do that – stay tuned!

(b)(6)

Branch Chief, Communications and Workforce Strategy

Border Patrol & Air and Marine Program Management Office

Facilities Management and Engineering

Office of Facilities and Asset Management

Mobile: (b)(6)

From: (b)(6)

Sent: Friday, January 27, 2017 8:29 AM

To: (b)(6)

Cc:

(b)(6)

Subject: RE: FENCE/WALL INFORMATION - FACT SHEET

(b) (5)

From: (b)(6)

Sent: Friday, January 27, 2017 8:10 AM

To: (b)(6)

Cc: (b)(6)

(b)(6)

Subject: RE: FENCE/WALL INFORMATION - FACT SHEET

Dan I did a quick review, looks great, the photos really help complete the document.

When this document is released I believe that we'll receive a variety of request for high-res imagery of current fencing and maybe an updated graphic for where the fence is located.

VR

(b)(6)

From: (b)(6)

Sent: Friday, January 27, 2017 5:42 AM

To: (b)(6)

Cc: (b)(6)

(b)(6)

Subject: RE: FENCE/WALL INFORMATION - FACT SHEET

Good morning OPA,

Attached please find the final fact sheet – this has been cleared by USBP and OCC. As this was a quick turn, we did our best with editing and reviewing for grammar, but if you see something that needs to be fixed please let us know. We are all a little bleary eyed over here at the moment.

Any questions also, please let us know!

Regards,

(b)(6)

(b)(6)

Branch Chief, Communications and Workforce Strategy

Border Patrol & Air and Marine Program Management Office
Facilities Management and Engineering
Office of Facilities and Asset Management
Mobile: (b)(6)

From: (b)(6)
Sent: Thursday, January 26, 2017 1:27 PM
To: (b)(6)
Cc: (b)(6)
Subject: RE: FENCE/WALL INFORMATION - FACT SHEET

Sadly today is getting away from me so maybe we can try tomorrow..

From: (b)(6)
Sent: Thursday, January 26, 2017 11:06 AM
To: (b)(6)
Cc: (b)(6)
Subject: RE: FENCE/WALL INFORMATION - FACT SHEET

(b)(6) -

We will send over photos in a few. Do you still want to meet at our office this afternoon? (b)(6)
(b)(6) is available after 3:30 today. Perhaps we can discuss the mileage issue (rounded vs exact)
....

Thanks,
(b)(6)

From: (b)(6)
Sent: Thursday, January 26, 2017 10:01 AM
To: (b)(6)
Cc: (b)(6)
Subject: RE: FENCE/WALL INFORMATION - FACT SHEET

This is fantastic, though I would ask if we can provide photos (already released photos are available) of the different types of fencing so this can be a one-stop-shop.

From: (b)(6)
Sent: Thursday, January 26, 2017 9:58 AM

To: (b)(6)
Cc: (b)(6)

(b)(6)

Subject: RE: FENCE/WALL INFORMATION - FACT SHEET

Hi (b)(6) and team –

Yes, I can imagine! Attached is a DRAFT – that is currently with USBP for approval. (b) (5)

(b) (5)

We are also trying to clear time this afternoon for us to tag up again. It's a bit chaotic as you can imagine so stay tuned on that front.

As crazy as this is going to be, I look forward to working you all. Should be an interesting ride!

(b)(6)
Branch Chief, Communications and Workforce Strategy
Border Patrol & Air and Marine Program Management Office
Facilities Management and Engineering
Office of Facilities and Asset Management
Mobile: (b)(6)

From: (b)(6)
Sent: Thursday, January 26, 2017 9:00 AM
To: (b)(6)
Cc: (b)(6)
Subject: FENCE/WALL INFORMATION - FACT SHEET
Importance: High

(b)(6)
As you can imagine, we've got slammed with requests for information on the current Fence that exists, mileage, definitions, photos, etc. yesterday following the White House announcements.

(b) (5)

Can we get together sooner rather than later (this afternoon)?

(b)(7)(E)

(b)(7)(E)

To date, CBP has completed 654 miles of primary fencing along the southwest border; this includes 354 miles of pedestrian fence and 300 miles of vehicle fence. Prior to May 2014, CBP completed approximately 652 miles of pedestrian and vehicle fence. In May 2014, CBP completed the last segment of pedestrian fence totaling approximately .6 miles of fence, bringing the total miles completed to 653. In September 2015, CBP completed an in-depth assessment of the fence inventory and the Geospatial data used to report the fence measurements. As a result, CBP completed minor corrections across the inventory. These corrections and the completion of the last segment of pedestrian fence created an approximately two mile change across the length of primary pedestrian border fence from 352 miles to 354 miles.

In addition to the 654 miles of completed pedestrian and vehicle fence, CBP also constructed 36.8 (37) miles of secondary fence and 14.4 (14) miles of tertiary fence, bringing the total to 705.2 miles of fencing throughout the Southwest Border.

CBP Stats and Summaries

<https://www.cbp.gov/newsroom/stats>

Border Protection and Infrastructure

May 13, 2015 Testimony

<https://www.dhs.gov/news/2015/05/13/written-testimony-cbp-senate-committee-homeland-security-and-governmental-affairs>

Supporting Documents

https://www.cbp.gov/sites/default/files/documents/bp_strategic_plan.pdf

Infrastructure

Map on page 35

https://www.cbp.gov/sites/default/files/documents/Holding%20the%20Line_TRIOLOGY.pdf

Types of fencing

<https://www.cbp.gov/border-security/along-us-borders/border-construction/about/projects/pf70>

<https://www.cbp.gov/border-security/along-us-borders/border-construction/about/projects/vf300>

https://www.cbp.gov/sites/default/files/documents/vehicle_fence_3.pdf

(b)(6)

Director, Media Division

Office of Public Affairs
U.S. Customs and Border Protection
Office (b)(6)
iPhone



From: (b)(6)
To:
Cc:
Subject: RE: ACTION: TEMP
Date: Wednesday, April 05, 2017 12:27:43 PM
Attachments: [image001.png](#)
[HSBP1017R0022 Solid Concrete Wall IDIQ RFP \(003\).pdf](#)
[HSBP1017R0023 Other Border Wall IDIQ RFP - SF 1442 \(003\).pdf](#)

Here are the two RFPs. I think (b)(6) are still doing a final review on the cost breakdown based on yesterday's discussions.

(b)(6)

LMI

7940 Jones Branch Drive
Tysons, VA 22102
Office: (b)(6)

Complex Problems. Practical Solutions.
www.lmi.org

From: (b)(6)
Sent: Wednesday, April 05, 2017 12:15 PM
To: (b)(6)

(b)(6)

Cc: (b)(6)

(b)(6)

Subject: [EXTERNAL] RE: ACTION: TEMP

All – I apologize if I'm behind but as of now PR 20097828 for the wall requires OH release. (b)(5)

(b)(5)

If finalized and no further conversation is required, can someone please send me the finalized versions of both? If we're still tweaking, I'll standby.

Thank you,
(b)(6)

(b)(6)

Financial Management Branch
BB: (b)(6)

Excel as a trusted strategic partner enhancing Border Patrol's proud legacy

From: (b)(6)

Sent: Tuesday, April 4, 2017 7:27 PM

To: (b)(6)

(b)(6)

Cc: (b)(6)

(b)(6)

Subject: Re: ACTION: TEMP

Understand. (b)(6) we need to discuss what we want (b)(5)
(b)(5)

Sent using OWA for iPhone

From: (b)(6)

Sent: Tuesday, April 4, 2017 7:19:43 PM

To: (b)(6)

Cc: (b)(6)

Subject: [EXTERNAL] RE: ACTION: TEMP

Please keep in mind that it is not an additional (b)(5) that we are budgeting for prototype, but rather an additional (b)(5)

TOTAL	
1.0 USACE Management	
1.1 Program Management	
1.1.1 Architecture and Engineering	
<i>1.1.1.1 100% Design SDC</i>	
<i>1.1.1.2 100% Design RGV</i>	
1.1.2 USACE Program Management Support	
<i>1.1.2.1 Real Estate</i>	
<i>1.1.2.2 Program Support</i>	
<i>1.1.2.3 Acquisition Planning</i>	
<i>1.1.2.4 Ops Cell Support</i>	
<i>1.1.2.5 Project Planning</i>	
2.0 BPAM Wall Management	
2.1 Program Management	
2.1.1 Prototypes	
<i>2.1.1.1 (8 prototypes at \$500k)</i>	
<i>2.1.1.2 Other (Site Prep, Security, etc.)</i>	
<i>2.1.1.2.1 Fencing and Security</i>	
<i>2.1.1.2.2 Portable Lavatories</i>	
<i>2.1.1.2.3 Contingency</i>	
2.1.2 Environmental (b)(6)	
<i>2.1.2.1 Engineering personnel support</i>	
<i>2.1.2.2 Env. Personnel Support</i>	
<i>2.1.2.3 Env. Surveys and ESPs</i>	
2.1.3 PMO/BPA Travel	
2.1.4 ADE Cost Estimating	

(b)(6)

Chief, Financial Management Branch
Border Patrol & Air and Marine Program Management Office (BPAM PMO)
Office: (b)(6)
Mobile (b)(6)

From: (b)(6)

Sent: Tuesday, April 04, 2017 1:33 PM

To: (b)(6)

Cc: (b)(6)

Subject: RE: ACTION: TEMP

Thanks!

(b)(6)

Business Operations
OFAM / BPAM PMO

(b)(6)^(o)
(b)(6)^(m)

(b)(6)

From: (b)(6)

Sent: Tuesday, April 04, 2017 4:31 PM

To: (b)(6)

(b)(6)

Cc: (b)(6)

(b)(6)

Subject: Re: ACTION: TEMP

I have an update to schedule I'll get to you later tonight based on SSEB start date.

Also will send update spend plan from (b)(6) myself, (b)(6) reviewed and should be good

Sent using OWA for iPhone

From: (b)(6)

Sent: Tuesday, April 4, 2017 4:18:03 PM

To: (b)(6)

Cc: (b)(6)

(b)(6)

Subject: [EXTERNAL] ACTION: TEMP

(b)(6) – As an FYI, the Test and Evaluation Master Plan (TEMP) meeting today had some action items.

Quick back-brief from (b)(6) Met with (b)(6) from Operations Support. They can assist us in the TEMP. What they need are the following:

- (1) (b)(6) Action: Send the two of them with a CC to the BPAM team the operational requirements (objective and threshold).
- (2) (b)(6) Action: Send a copy of the current schedule (b)(6) of the prototype. Please make sure (b)(6) has reviewed it before it goes anywhere (and that it has the most recent RFP due date change reflected).

(b)(6)

(b)(5)

(b)(5)

Thanks!

(b)(6)

Program & Project Analysis Branch

Border Patrol Facilities & Air and Marine Program Management Office (BPAM PMO)

Office of Facilities and Asset Managmenet (OFAM)

(b)(6)

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	HSBP1017R0022	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	03/17/2017	1 57

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
	20098173	
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
Customs and Border Protection (CBP) 1331 Pennsylvania Avenue, NW National Place, Suite 1355 Washington DC, 20229		See Block #7
9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)
	Border Wall Contracting Officer	BorderWallDesignBuild@cbp.dhs.gov

SOLICITATION

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

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

Solid Concrete Wall Prototype Construction Design-Build, Multiple Award Indefinite Delivery/Indefinite Quantity (IDIQ) Task Order Contract (TOC)

North American Industry Classification System Code (NAICS) 236220 Commercial and Institutional Building Construction Small Business Size Standard: \$36.5M.

This IDIQ TOC is to perform associated design and construction of projects. Projects may include, but are not limited to: the design and construction of a solid concrete wall prototype and various miles of border wall along the southwest border (i.e. San Diego, CA to Brownsville, TX).

The award of the Prototype meets the IDIQ minimum guarantee quantity. The minimum guarantee is applicable for the performance period of the contract and shall be obligated at the time of award. The maximum aggregate price for all individual orders awarded under the resulting IDIQ shall not exceed \$300,000,000 for the five year (5) period.

The minimum per task is estimated to be \$100,000 and the maximum order is estimated not to exceed \$275,000,000 for any order.

NOTE: All awardees of the IDIQ will be required to meet the Payment and Performance bonding requirements for each task order.

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

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

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

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

d. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

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

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

AMOUNTS



See Pricing Schedule

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

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

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print)
30b. SIGNATURE	31b. UNITED STATES OF AMERICA
30c. DATE	31c. DATE
	BY

STANDARD FORM 1442 (REV. 8/2014) BACK

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Section L - Instructions, Conditions and Notices to Offerors and Respondents

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Section A Continuation - Solicitation/Contract Form SF 1442 Construction Design/Build

SF1442, Block 13a: Offerors shall follow the submittal instructions in Section L of this solicitation to respond to both Phase I - Concept Papers/Request for Qualifications and Phase II - Request for Proposals.

This acquisition will result in the award of multiple IDIQ contracts for the construction of a solid concrete wall prototype with the capacity to issue future task orders for construction along the American-Mexican border. This acquisition is separate and apart from solicitation HSBP1017R0023 for the "Other Border Wall Prototype", which is for the acquisition of a prototype using other than solid concrete materials, in addition to future possible construction along the American-Mexican border.

The performance period of each IDIQ contract shall be five (5) years from date of award with the sum total value of all awarded contracts having a maximum order limit of \$300,000,000.

The Government will make the award of each IDIQ contract and the first task order (TO) simultaneously. The first TO award will be for the design and build of the Solid Concrete Wall Prototype and Mock-ups (collectively, Prototype) in accordance with the Statement of Work. Award of the Prototype will satisfy the minimum guarantee of the IDIQ contract.

Pursuant to FAR 52.232-18, Availability of Funds, the Government's obligation under this solicitation, or any contract or TO that might result from the solicitation is entirely subject to, and contingent upon, the availability of appropriated funds. No legal liability on the part of the Government shall arise until funds are made available to the Contracting Officer and a TO is awarded by the Contracting Officer. Any offeror proposing on this solicitation does so at its own cost and with the full knowledge that a contract or TO for the Prototype project might not result from this solicitation.

After award of the IDIQ and Prototype TO, the successful IDIQ contractors will all compete for future TOs based upon the evaluation factors set forth in the TO RFPs. Only the successful IDIQ awardees shall be allowed to compete for future TOs under these IDIQs. IDIQ contract holders are expected to submit a proposal for all future TO RFPs received from the Government. However, in the event an awardee is unable to submit a proposal on a particular TO RFP, the contractor is required to notify, in writing, the Contracting Officer who issued the TO RFP within five (5) working days from receipt of the RFP. An awardee can only elect to withdraw from submitting a proposal on three (3) TO RFPs during a 365 calendar day period. Withdrawal requests in excess of 365 calendar day period, may result in the Government terminating a contractor's IDIQ contract for default.

Task and Delivery Order Ombudsman (Feb 2008)

The individual named below has been appointed as the Task and Delivery Order Ombudsman for the U.S. Customs and Border Protection (CBP).

The Task and Delivery Order Ombudsman will review complaints from contractors and ensure they are afforded a fair opportunity to be considered for task or delivery orders, consistent with the procedures contained in this indefinite quantity contract.

Name: To Be Determined (TBD) at Task Order level

Address: U.S. Customs and Border Protection
Procurement Directorate
1300 Pennsylvania Avenue, NW.
Suite 1310 National Place
Washington, D.C. 20229
Email: TBD at Task Order level

[END OF SECTION A]

Section B – Schedule

Schedule B – Pricing Schedule

The following shall only be completed by those Offerors invited to submit Phase II proposals. Please see the “Phased Evaluation Approach” instructions in Section L for further details.

Pricing shall not be provided for the Phase I concept paper/request for qualifications submission.

Phase II: Solid Concrete Prototype

CLIN	Description	QTY	Unit	Unit Price	CLIN Price
0001	Prototype	1	LOT	\$	\$
0002	Design (As-Built)	1	LOT	\$	\$
0003	Mock-up (including disposal)	1	LOT	\$	\$
0004	Optional CLIN – Prototype Demolition	1	LOT	\$	\$
	Total Price				\$

See Attachment#2 (Supporting Price Details Spreadsheet)

In addition to the above Schedule B, Offerors shall complete Attachment #2 (Supporting Price Details Spreadsheet) for its prototype in accordance with the pricing instructions incorporated in the attachment as part of the Phase II proposals.

Pricing information provided and evaluated during Phase II will apply only to the initial (Prototype) TO. Future TOs will be priced in accordance with TO RFPs using labor rates at or above prevailing wage determinations consistent with FAR 52.222-6.

Prototype Range

The estimated price range for the solid concrete wall prototype is between \$200,000 and \$500,000.

Contract Minimum & Maximum

The Prototype TO is the minimum guarantee per IDIQ award. Each IDIQ contract will have a maximum contract value not to exceed \$300,000,000.

[END OF SECTION B]

Section C - Description/Specification

Specifications, Statement of Work, or Statement of Objectives Attached (Mar 2003)

The Specifications, Statement of Work, or Statement of Objectives which describe the work to be performed hereunder, although attached, is incorporated and made a part of this document with the same force and effect of "specifications" as described in the clause, Order of Precedence, FAR 52.215-8 incorporated herein by reference.

Description of Work:

- (a) Cost Range: the Prototype TO is the minimum guarantee per the IDIQ award requirement with each IDIQ contract having a maximum contract value not to exceed \$300,000,000.
- (b) NAICS Code: **236220**
- (c) Statement of Work: Solid Concrete Border Wall and Prototype IDIQ Design-Build Contract
- (d) The Contractor shall furnish all labor, material, equipment, supervision, etc. necessary to complete the requirements of this contract in accordance with this this solicitation/contract, and all applicable Federal, State, and Local laws, regulations, specifications, codes, certifications, etc., to whichever is most stringent.

See Attachment #1 for Statement of Work.

[END OF SECTION C]

Section D - Packaging and Marking

Packaging, Packing and Marking (Mar 2003)

Material shall be packaged, packed and marked for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination. Packages shall be clearly identified on the outer wrapping with the contract number and delivery/task order number, if applicable.

The TO RFP may provide added requirements, as applicable.

[END OF SECTION D]

Section E - Inspection and Acceptance

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-12 - Inspection of Construction (Aug 1996)

52.246-13 – Inspection-Dismantling, Demolition, or Removal of Improvements (Aug 1996)

[END OF SECTION E]

Section F - Deliveries or Performance

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.211-13 - Time Extensions (Sep 2000)

52.242-14 - Suspension of Work (Apr 1984)

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

The Contractor shall be required to:

- (a) commence work on the TO within one (1) calendar day after the date the Contractor receives the Notice to Proceed (NTP).
- (b) prosecute the work diligently, and
- (c) complete the entire work ready for use in accordance with the requirements as stated in the awarded TO.

52.211-12 - Liquidated Damages - Construction (Sept 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 as defined within the RFP (per TO – no liquidated damages identified for the initial task order; TO RFPs will identify liquidated damages for future task orders) 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.

Period of Performance (Mar 2003)

The period of performance of this contract shall be five (5) years from Date of Award. Each task order issued under this contract will included its own period of performance.

Federal Holiday Closure (Mar 2003)

The following Federal Legal Holidays are observed under this contract, and the contractor will not be able to perform work on these days. Any of the holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday:

New Year's Day – 1 st of January	Labor Day – 1 st Monday in September
Martin Luther King's Birthday - 3 rd Monday in January	Columbus Day - 2 nd Monday in October
President's Day – 3 rd Monday in February	Veterans Day – 11 th of November
Memorial Day - Last Monday in May	Thanksgiving Day – 4 th Thursday in November
Independence Day – 4 th of July	Christmas Day – 25 th of December

[END OF SECTION F]

Section G - Contract Administration Data

Contracting Officer's Authority (Mar 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract.

The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

Submission of Invoices

Copies of invoices will be submitted to the CO and COR by e-mail. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905 and the invoice shall be accompanied by a Progress Report form (sample to be provided after award or the contractor may provide an equivalent Progress Report form with approval from the CO), if applicable; and the employee wage payrolls shall be up-to-date.

Once the COR and CO approves of the submitted invoice, the contractor shall comply with the following electronic invoicing process:

Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (Jan 2016)

Payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP). Payment terms for existing contracts and orders awarded prior to April 11, 2016 remain the same. The Contractor must use IPP for contracts and orders awarded April 11, 2016 or later, and must use the non-IPP invoicing process for those contracts and orders awarded prior to April 11, 2016.

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP:

1. Hard Copy of the Invoice

Note: If applicable, all Davis Bacon Payrolls must be submitted and approved by CO before submitting an invoice in IPP.

The IPP was designed and developed for Contractors to enroll, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting IPPCustomerSupport@fms.treas.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

[END OF SECTION G]

Section H - Special Contract Requirements

3052.215-70 Key Personnel or Facilities (Dec 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on his contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract are:

Contractor's Construction Superintendent
Contractor's Project Manager
Contractor's Lead Designer

However, additional Key Personnel may be added at the task order level per the TO RFP.

Disclosure of Information (Mar 2003)

(a) General: Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons, except as may be necessary in the performance of the contract.

(b) Technical Data Rights: The Contractor shall not use, disclose, reproduce, or otherwise divulge or transfuse to any persons any technical information or data licensed for use by the Government that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract. Refer to the Rights in Data clause for additional information.

(c) Privacy Act: In performance of this contract the Contractor assumes the responsibility for protection of the confidentiality of all Government records and/or protected data provided for performance under the contract and shall ensure that (a) all work performed by any subcontractor is subject to the disclosure restrictions set forth above and (b) all subcontract work be performed under the supervision of the Contractor or their employees.

Post Award Evaluation of Contractor Performance (Jul 2014)

A. Contractor Performance Evaluations

Interim and final performance evaluation reports will be prepared on this contract or order in accordance with FAR Subpart 42.15. A final performance evaluation report will be prepared at the time the work under this contract or order is completed. In addition to the final performance evaluation report, an interim performance evaluation report will be prepared annually to coincide with the anniversary date of the contract or order. Interim and final performance evaluation reports will be provided to the contractor via the Contractor Performance Assessment Reporting System (CPARS) after completion of the evaluation. The CPARS Assessing Official Representatives (AORs) will provide input for interim and final contractor performance evaluations. The AORs may be Contracting Officer's Representatives (CORs), project managers, and/or contract specialists. The CPARS Assessing Officials (AOs) are the contracting officers (CO) or contract specialists (CS) who will sign the evaluation report and forward it to the contractor representative via CPARS for comments.

The contractor representative is responsible for reviewing and commenting on proposed ratings and remarks for all evaluations forwarded by the AO. After review, the contractor representative will return the evaluation to the AO via CPARS.

The contractor representative will be given up to fourteen (14) days to submit written comments or a rebuttal

statement. Within the first seven (7) calendar days of the comment period, the contractor representative may request a meeting with the AO to discuss the evaluation report. The AO may complete the evaluation without the contractor representative's comments if none are provided within the fourteen (14) day comment period. Any disagreement between the AO/CO and the contractor representative regarding the performance evaluation report will be referred to the Reviewing Official (RO) within the division/branch the AO is assigned. Once the RO completes the review, the evaluation is considered complete and the decision is final. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file and may be used in future award decisions.

B. Designated Contractor identify a primary representative for this contract and provide the full name, title, phone number, email address, and business address to the CO within 30 days after award.

C. Electronic Access to Contractor Performance Evaluations

The AO will request CPARS user access for the contractor by forwarding the contractor's primary and alternate representatives' information to the CPARS Focal Point (FP).

The FP is responsible for CPARS access authorizations for Government and contractor personnel. The FP will set up the user accounts and will create system access to CPARS.

The CPARS application will send an automatic notification to users when CPARS access is granted. In addition, contractor representatives will receive an automated email from CPARS when an evaluation report has been completed.

Government Consent of Publication/Endorsement (Mar 2003)

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

Ordering Procedures

Ordering of design and build services under this contract shall be accomplished through the issuance of written fixed price task orders.

In accordance with FAR 16.505(b)(1), the Contracting Officer will ensure that all Contractors (IDIQ contract holders) receive a fair opportunity to compete for task orders issued under this contract. When there is a requirement for a task order to be fulfilled, the Government will issue a Request for Proposals (RFP) to all Contractors under the IDIQ contract. Each TO RFP will define and include the requirements, proposal instructions, evaluation criteria, and clauses unique to the award of the individual task order, including an explicit designation of the applicable FAR Part 25 clauses. Unless otherwise specified, all applicable clauses in the IDIQ contract shall apply at the task order level,

The TO RFPs will define the bonding requirements for each task order. Future TO RFPs will require Offerors to bond for the full value of the awarded task orders in accordance with the values set forth in FAR 52.216-9, "Order Limitation." All offerors shall be able to bond for the full value of any future task order in order to be considered eligible in the evaluation and award of such task orders under the IDIQ contract.

After the Government has completed an evaluation of the submitted proposals, the CO may conduct discussions with the Contractors, as needed, to resolve and/or understand any concerns within their RFP proposals. Following any discussions with the Contractors, the CO will issue a written task order to the Contractor who provides the best value to the Government, as defined in each task order.

All task orders issued under this contract shall conform to the provisions of the contract clauses FAR 52.216-18 "Ordering," and FAR 52.216-9, "Order Limitation," contained in the contract.

The only office(s) authorized to issue task orders under this contract are:

U.S. Customs and Border Protection
Office of Acquisition

[END OF SECTION H]

Section I - Contract Clauses

52.252-2 - Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: <http://farsite.hill.af.mil/vffara.htm> and <http://farsite.hill.af.mil/vfhsara.htm>

52.202-1 - Definitions (Nov 2013)

52.203-3 - Gratuities (Apr 1984)

52.203-5 - Covenant Against Contingent Fees (May 2014)

52.203-6 - Restrictions on Subcontractor Sales to the Government (Sep 2006)

52.203-7 - Anti-Kickback Procedures (May 2014)

52.203-8 - Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)

52.203-10 - Price or Fee Adjustment for Illegal or Improper Activity (May 2014)

52.203-12 - Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)

52.203-13 - Contractor Code of Business Ethics and Conduct (Oct 2015)

52.203-14 - Display of Hotline Poster(s) (Oct 2015)

52.203-17- Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014)

52.203-19- Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

52.204-4 - Printed or Copied Double-Sided on Recycled Paper (May 2011)

52.204-9 - Personal Identity Verification of Contractor Personnel (Jan 2011)

52.204-10 – Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016)

52.204-13 - System for Award Management Maintenance (Oct 2016)

52.204-15 - Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016)

52.209-6 - Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)

52.209-9 - Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)

52.209-10 - Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)

52.210-1 - Market Research (Apr 2011)

52.215-2 – Audit and Records - Negotiation (Oct 2010)

52.215-8 - Order of Precedence - Uniform Contract Format (Oct 1997)

52.219-4 - Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)

52.219-8 - Utilization of Small Business Concerns (Jan 2011)

52.219-9 - Small Business Subcontracting Plan (Jan 2017)

52.219-16 - Liquidated Damages -- Subcontracting Plan (Jan 1999)

52.219-28 - Post-Award Small Business Program Representation (Jul 2013)

52.222-1 - Notice to the Government of Labor Disputes (Feb 1997)

52.222-3 - Convict Labor (June 2003)

52.222-4 - Contract Work Hours and Safety Standards - Overtime Compensation (May 2014)

52.222-6 - Construction Wage Rate Requirements (May 2014)

52.222-7 - Withholding of Funds (May 2014)

52.222-8 - Payrolls and Basic Records (May 2014)

52.222-9 - Apprentices and Trainees (Jul 2005)

52.222-10 - Compliance with Copeland Act Requirements (Feb 1988)

52.222-11 - Subcontracts (Labor Standards) (May 2014)

52.222-12 - Contract Termination -- Debarment (May 2014)

52.222-13 - Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)

52.222-14 - Disputes Concerning Labor Standards (Feb 1988)

52.222-15 - Certification of Eligibility (May 2014)

52.222-21 - Prohibition of Segregated Facilities (Apr 2015)

52.222-26 - Equal Opportunity (Sep 2016)

52.222-27 - Affirmative Action Compliance Requirements for Construction (Apr 2015)

52.222-35 - Equal Opportunity for Veterans (Oct 2015)
 52.222-36 - Equal Opportunity for Workers with Disabilities (Jul 2014)
 52.222-37 - Employment Reports on Veterans (Feb 2016)
 52.222-40 - Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
 52.222-50 - Combating Trafficking in Persons (Mar 2015)
 52.222-54 - Employment Eligibility Verification (Oct 2015)
 52.222-55 - Minimum Wages Under Executive Order 13658 (Dec 2015)
 52.222-60 - Paycheck Transparency (Executive Order 13673 (OCT 2016)
 52.222-62 - Paid Sick Leave Under Executive Order 13706 (JAN 2017)
 52.223-1 - Biobased Product Certification (May 2012)
 52.223-2 - Affirmative Procurement of Biobased Products Under Service And Construction Contracts (Sep 2013)
 52.223-3 - Hazardous Material Identification and Material Safety Data (Jan 1997)
 52.223-5 - Pollution Prevention and Right-to-Know Information (May 2011)
 52.223-6 - Drug-Free Workplace (May 2001)
 52.223-11 - Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016)
 52.223-18 - Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
 52.223-21 - Foams (Jun 2016)
 52.223-22 - Public Disclosure of Greenhouse Gas Emissions and Reduction Goals, Representation (Dec 2016)
 52.227-1 - Authorization and Consent (Dec 2007)
 52.227-2 - Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
 52.227-4 - Patent Indemnity -- Construction Contracts (Dec 2007)
 52.227-17 - Rights in Data - Special Works (Dec 2007)
 52.227-23 - Rights to Proposal Data (Technical) (Jun 1987)
 52.228-2 - Additional Bond Security (Oct 1997)
 52.228-5 - Insurance -- Work on a Government Installation (Jan 1997)
 52.228-11 - Pledges of Assets (Jan 2012)
 52.228-12 - Prospective Subcontractor Requests for Bonds (May 2014)
 52.228-14 - Irrevocable Letter of Credit (Nov 2014)
 52.228-15 - Performance and Payment Bonds -- Construction (Oct 2010)
 52.229-3 - Federal, State, and Local Taxes (Feb 2013)
 52.232-5 - Payments under Fixed-Price Construction Contracts (May 2014)
 52.232-16 - Progress Payments (Apr 2012)
 52.232-17 - Interest (May 2014)
 52.232-18 - Availability of Funds (Apr 1984)
 52.232-23 - Assignment of Claims (May 2014)
 52.232-27 - Prompt Payment for Construction Contracts (Jan 2017)
 52.232-33 - Payment by Electronic Funds Transfer - System for Award Management (Jul 2013)
 52.232-39 - Unenforceability of Unauthorized Obligations (Jun 2013)
 52.232-40 - Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
 52.233-1 - Disputes, Alternate I (Dec 1991)
 52.233-3 - Protest after Award (Aug. 1996)
 52.233-4 - Applicable Law For Breach Of Contract Claim (Oct 2004)
 52.236-2 - Differing Site Conditions (Apr 1984)
 52.236-3 - Site Investigation and Conditions Affecting the Work (Apr 1984)
 52.236-5 - Material and Workmanship (Apr 1984)
 52.236-6 - Superintendence by the Contractor (Apr 1984)
 52.236-7 - Permits and Responsibilities (Nov 1991)
 52.236-8 - Other Contracts (Apr 1984)
 52.236-9 - Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)
 52.236-10 - Operations and Storage Areas (Apr 1984)
 52.236-11 - Use and Possession Prior to Completion (Apr 1984)
 52.236-12 - Cleaning Up (Apr 1984)
 52.236-13 Accident Prevention (Nov 1991)

52.236-15 - Schedules for Construction Contracts (Apr 1984)
 52.236-17 - Layout of Work (Apr 1984)
 52.236-23 Responsibility of the Architect-Engineer Contractor (Apr 1984)
 52.236-25 Requirements for Registration of Designers (Jun 2003)
 52.236-26 - Preconstruction Conference (Feb 1995)
 52.236-27 - Site Visit (Construction) (Feb 1995)
 52.236-28 - Preparation of Offers-Construction (Oct 1997)
 52.242-13 - Bankruptcy (Jul 1995)
 52.242-14 - Suspension of Work (Apr 1984)
 52.243-4 - Changes (Jun 2007)
 52.244-6 - Subcontracts for Commercial Items (Jan 2017)
 52.246-21 - Warranty of Construction (Mar 1994)
 52.248-3 - Value Engineering - Construction (Oct 2015)
 52.249-2 - Termination for Convenience of the Government (Fixed- Price) (April 2012), Alternate I (Sep 1996)
 52.249-10 - Default (Fixed-Price Construction) (Apr 1984)
 52.253-1 - Computer Generated Forms (Jan 1991)
 3052.203-70 - Instructions for Contractor Disclosure of Violations (Sep 2012)
 3052.204-71 - Contractor Employee Access (Sep 2012) - Alternate II (Jun 2006)
 3052.205-70 - Advertisements, Publicizing Awards, and Releases, Alt I (Sep 2012)
 3052.219-70 - Small Business subcontracting plan reporting (Jun 2006)
 3052.219-71 - DHS Mentor-Protégé Program (Jun 2006)
 3052.222-70 - Strikes or Picketing Affecting Timely Completion of the Contract Work (Dec 2003)
 3052.222-71 - Strikes or Picketing Affecting Access to DHS Facility (Dec 2003)
 3052.228-70 - Insurance (Dec 2003)
 3052.242-72 - Contracting Officer's Technical Representative (Dec 2003)

52.204-21 - Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

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

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.216-18 Ordering (Oct 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the contract completion date.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 Order Limitations (Oct 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100,000.00 per task order, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of \$275,000,000.00;
 - (2) Any order for a combination of items in excess of \$275,000,000.00; or
 - (3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 Indefinite Quantity (Oct 1995)

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

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

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

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

52.225-9 -- Buy American-Construction Materials (May 2014) (Applicable to a TO valued at less than \$7,358,000.00)

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

"Commercially available off-the-shelf (COTS) item"—

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

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

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

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

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

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

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

"Cost of components" means--

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

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

"Domestic construction material" means—

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) *Domestic preference.*

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

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: NONE

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than **25 percent**;

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

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

[Include other applicable supporting information.]

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

52.225-11 - Buy American - Construction Materials under Trade Agreements (Oct. 2016), Alternate I (May 2014) (Applicable to a TO valued at \$7,358,000.00 or more, but less than \$10,079,365)

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

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

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

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

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

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

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

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

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

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

“Cost of components” means--

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

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

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway,

Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

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

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

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

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

“Domestic construction material” means—

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

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

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

(ii) The construction material is a COTS item.

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

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

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

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

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

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

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

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

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

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

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

(b) *Construction materials.*

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

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

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

NONE for the initial task order. For future task orders, any excepted materials and/or components will be designated in future TO RFPs.(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than **25 percent**;

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

[Include other applicable supporting information.]

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

52.225-11 Buy American—Construction Materials under Trade Agreements (Oct 2016) (Applicable to a TO valued at \$10,079,365 or more)

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

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

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

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

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

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

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

“Cost of components” means—

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

“Designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

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

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

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

“Domestic construction material” means—

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

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

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

(ii) The construction material is a COTS item.

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

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

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

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

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

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

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

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

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

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

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

(b) Construction materials.

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

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

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

NONE for the initial task order. For future task orders, any excepted materials and/or components will be designated in future TO RFPs. (4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than **25 percent**;

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
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Item 1:

Foreign construction material	_____	_____	_____
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Domestic construction material	_____	_____	_____
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Item 2:

Foreign construction material _____

Domestic construction material _____

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

[Include other applicable supporting information.]

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

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 25% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

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 N/A.

(b) Weather conditions N/A.

(c) Transportation facilities N/A.

(d) Per TO RFP, as applicable. No physical data is being provided for the initial task order. Physical data being provided for any future task orders will be provided, as applicable, in future TO RFPs.

52.236-21 - Specifications and Drawings for Construction (Feb 1997), Alternate II (Apr 1984)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

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

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail

(1) the proposed fabrication and assembly of structural elements, and

(2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

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

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

Upon completing the work under this contract, the Contractor shall furnish 3 sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

[END OF SECTION I]

Section J - List of Documents, Exhibits and Other Attachments

Attachment #1: Statement of Work
Attachment #2: Supporting Price Details Spreadsheet
Attachment #3: Past Performance Reference Questionnaire
Attachment #4: CBP Subcontracting Plan Template
Attachment #5: Wage Determination (for the prototype)
Attachment #6: SF-24 (Bid Bond)
Attachment #7: SF-25 (Payment and Performance Bonds)
Attachment #8: Project Performance Survey

[END OF SECTION J]

Section K-Representation, Certifications, and Other Statement of Offerors and Respondents

52.252-1 -- Solicitation Provisions Incorporated by Reference (Feb 1998)

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

52.204-16 - Commercial and Government Entity Code Reporting (Jul 2016)

52.204-19 - Incorporation by Reference of Representations and Certifications (Dec 2014)

52.204-22 - Alternative Line Item Proposal (Jan 2017)

52.216-27 - Single or Multiple Awards (Oct 1995)

52.232-13 - Notice of Progress Payments (Apr 1984)

52.204-8 - Annual Representations and Certifications (Jan 2017)

(a)

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

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

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

(b)

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

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

☐ (i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

This provision applies to solicitations expected to exceed \$150,000.

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

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

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

(B) Exceed the simplified acquisition threshold; and

- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer:
N/A (i) 52.204-17, Ownership or Control of Offeror.

N/A (ii) 52.204-20, Predecessor of Offeror.

N/A (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

N/A (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

N/A (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

N/A (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

N/A (vii) 52.227-6, Royalty Information.

N/ (A) Basic.

N/A (B) Alternate I.

N/A (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause	Title	Date	Change

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

52.209-7 - Information Regarding Responsibility Matters (Jul 2013)

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

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

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

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

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

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

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the 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 database via <https://www.acquisition.gov> (see 52.204-7).

52.209-12 - Certification Regarding Tax Matters (Feb 2016)

- (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 \$5,000,000 (including option), 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.

52.225-10 - Notice of Buy American Act Requirement - Construction Materials (May 2014)

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

(B) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

(C) *Evaluation of offers.*

- (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
- (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on

unreasonable cost.

(D) *Alternate offers.*

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

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

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

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

52.225-12 - Notice of Buy American Requirement--Construction Materials Under Trade Agreements, Alternates I (May 2014) and Alternates II (Jun 2009) (Applicable to a TO valued at \$7,358,000 or more, but less than \$10,079,365)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” “Bahrainian, Mexican, or Omani construction material”, as used in this provision, are defined in the clause of this solicitation entitled “Buy American--Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

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

(d) *Alternate offers.*

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

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahrainian, Mexican, or Omani

construction material. An offer based on use of the foreign construction material for which an exception was requested--

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

52.225-12 Notice of Buy American Requirement—Construction Materials Under Trade Agreements (May 2014) and Alternate I (May 2014) (Applicable to a TO valued at \$10,079,365 or more)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause [52.225-11](#)).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause [52.225-11](#).

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of clause [52.225-11](#).

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

(d) Alternate offers.

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

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause [52.225-11](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

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

3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program (Jun 2006)

This solicitation contains a source selection factor or subfactor regarding participation in the DHS Mentor-Protégé Program. In order to receive credit under the source selection factor or subfactor, the offeror shall

provide a signed letter of mentor-protégé agreement approval from the DHS Office of Small Business and Disadvantaged Business Utilization (OSDBU) before initial evaluation of proposals. The contracting officer may, in his or her discretion, give credit for approvals that occur after initial evaluation of proposals, but before final evaluation.

[END OF SECTION K]

Section L - Instructions, Conditions and Notices to Offerors and Respondents

General Instructions to Offerors

Questions and Amendments: All questions or concerns regarding any aspect of this solicitation shall be submitted electronically to BorderWallDesignBuild@cbp.dhs.gov no later than 4 PM on March 22, 2017. Questions received after this date and time may not be responded to by the Government. All emails with questions shall be clearly labeled in the subject line of the email with the RFP number and Phase: **HSBP1017R0022.**

Offerors shall clearly identify the specific section of the solicitation to which each question relates when submitting questions. Reference should be made to the solicitation Section Heading, page number of the solicitation, and specific location on the page (e.g., third paragraph) in order to facilitate the Government's response to each question. Questions shall be submitted in a Microsoft Excel file following a format similar to the table below:

Table L.1 – Questions Format			
Question No.	Reference	Question Category	Question
#	<i>Solicitation or Attachments, and Section</i>	<i>Contract or Technical</i>	<i>Question</i>

Responses to submitted questions will be provided to all Offerors via an Amendment to this solicitation through FedBizOpps.

If Amendments to the solicitation are issued, all Offerors must acknowledge the Amendments by signing the accompanying Standard Form 30 and returning the signed Standard Form 30 for all Amendments issued with the Offeror's proposal submission. Failure to acknowledge all Amendments issued by the Government may result in the proposal submitted in response to the solicitation being found non-responsive by the Government.

Alternate Proposals

Alternate Proposals will not be accepted in response to this solicitation.

Errors, Omissions or Ambiguities

If an Offeror believes the solicitation, including the instructions to Offerors, contains an error, omission or ambiguity, or is otherwise unsound, the Offeror shall immediately notify the Contract Specialist and Contracting Officer in writing with supporting rationale.

Anticipated Contract Award

The Government intends to award multiple Firm-Fixed Price IDIQ Contracts with Initial Task Orders (Prototypes) resulting from this solicitation. The IDIQ period of performance (ordering period) will be for a five-year period. Task Order periods of performance under the IDIQ contracts may end up to five (5) years after the expiration of the IDIQ.

Contract Ceiling Limitation

The contract ceiling to be shared amongst all IDIQ awardees shall not exceed \$300,000,000. The ceiling may not be equally distributed among all IDIQ awardees.

False Statements in Offers

Offerors must provide full, accurate and complete information as required by this solicitation and its attachments. The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Authorized Personnel

The Offeror shall provide the name, title, address, e-mail and phone number of the company representative(s) who can obligate the Offeror contractually. Also, the Offeror shall identify the individual(s) authorized to negotiate with the Government by providing the name, title, address, e-mail, and phone number of the individual(s).

Joint Ventures and Subcontractors – Proposal Requirements

Joint Ventures: A joint venture is defined as a legal business entity formed between two or more companies (parties) to undertake the performance activities of a contract together. This does not include other arrangements, such as “teaming agreements” or “strategic alliances”, which are not recognized as bona fide joint ventures for the purposes of this solicitation.

Offerors proposing as joint ventures shall provide evidence that the joint venture as a legal entity has been duly formed. Joint ventures shall include a copy of the legal joint venture agreement signed by an authorized officer from each of the firms comprising the joint venture with the chief executive of each entity identified. The Government will not evaluate the capability of any firms that are not included in the joint venture agreement.

If submitting a proposal as a joint venture, the experience and past performance of each joint venture partner can be submitted for the joint venture entity. The experience for each joint venture partner will be considered the experience of the joint venture entity. Page and project form limits apply to the joint venture as a whole, i.e., a submission limitation of three (3) projects under the experience factor is not an allowance of three (3) projects for each of the joint venture partners.

Prospective offerors that submit proposals may not change their firm (including letter of commitments (LOC's) and proposed sub-contractors) or their joint venture firms, if selected for award. If the joint venture changes after award, the offeror must immediately notify the Contracting Officer for an assessment of contractual impact.

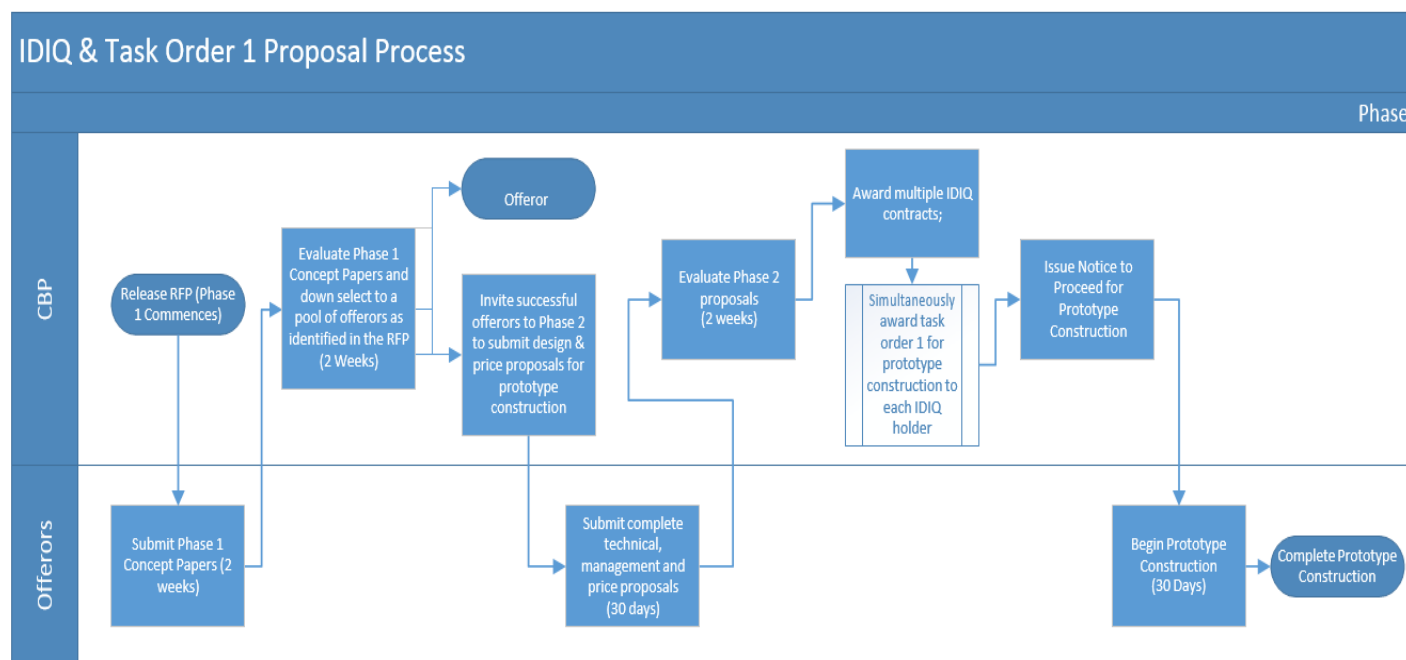
Subcontractors: The Government recognizes that completion of a project is often a team effort. Therefore, if an offeror wishes to be credited with the experience and past performance of a subcontractor (i.e., a firm that is not a member of the joint venture), a firm, unequivocal letter of commitment signed by the subcontractor must be submitted. The letter of commitment must be submitted even if the firm is in some way related to a joint venture partner (for example, the subcontractor is a subsidiary of a joint venture partner, or a subsidiary of a firm to which a joint venture partner is also a subsidiary).

If such a letter of commitment is not submitted, the experience and past performance of subcontractor firms will not be considered.

If the offeror's proposal includes the use of subcontractors, the offeror may not change subcontractors without the Contracting Officer's approval. If the offeror proposes to change subcontractors or letters of commitment after award, the offeror may not change subcontractors or letters of commitment without the Contracting Officer's approval. Approval will not be given unless the Contracting Officer considers the proposed substitute to be equal in all respects to the originally proposed subcontractor and that the substitution is in the best interests of the Government.

Page and project form limits apply to the proposal submission as a whole, i.e., a submission limitation of three (3) projects under the experience factor is not an allowance of three (3) projects for the prime and its subcontractors, but reflect three (3) projects total for the prime as well as its subcontractors.

PHASED EVALUATION PROCESS



This solicitation is a phased evaluation, with a mandatory down-select between Phase I submission and Phase II submission. Offerors shall only submit responses to Phase I submission criteria by the due date noted for Phase I submission of offers. Offerors shall NOT submit responses to Phase II submission criteria unless notified by the Government after Government evaluation of Phase I proposal submissions. Submitting responses to Phase II submission criteria with the initial Phase I submission may lead to disqualification of an Offeror's entire proposal.

PHASE I – Concept Papers/ Qualifications Statements

Phase I Submission Instructions

Phase I Response Date: Responses to Phase 1 – Concept Papers/Qualifications Statements shall be received no later than 4 PM on March 29, 2017 to the BorderWallDesignBuild@cbp.dhs.gov. Only soft copies will be received in response to the Phase I. All submissions shall be clearly labeled in the subject line of the email with the RFP number and Phase: **HSBP1017R0022, Phase I**

Written Proposal Submission Format

All Phase I responses shall be submitted in electronic format to the following email address: BorderWallDesignBuild@cbp.dhs.gov. The papers/qualifications shall be submitted in electronic format using Microsoft Word 2003 (or higher versions when available) for text submissions and Excel 2003 (or higher versions when available) for spreadsheet submissions.

Submit only the electronic files specifically authorized and/or required for this phase. Do not submit excess information, to include audio-visual materials, electronic media, etc. All pages must be numbered.

PDF pages should be formatted to print on 8 ½ by 11 inch paper, unless another paper size is specifically authorized elsewhere in this section for a particular submission. Spreadsheets must fit to 11” x 14” or 11” x 17” paper size unless specifically authorized in this section for a particular submission. Do not use a font size smaller than 12, an unusual font style such as script, or condensed print for any submission. All page margins must be at least 1 inch wide, but may include headers and footers of the solicitation, project title and company.

Page limitations: One side of the paper is one page; and a page with information on both the front and back of a single sheet of paper will be counted as two pages. Pages furnished for organizational purposes only, such as a “Table of Contents” or divider tabs, are not included in the page limitation.

The Phase I concept paper/ qualifications statement shall not exceed ten (10) pages in total. The completed Project Performance Survey and Summary Matrix are excluded from the 10 pages.

Phase I Concept Papers/Qualifications Statements

The concept paper/qualifications should discuss the following (1-3) below:

1) Demonstrated Experience

The Offeror shall describe the Prime Offeror’s and/or Major Subcontractors’ experience leading and successfully completing several large projects (completed to at least 50% or more within the past 5 years) that included design against specific customer requirements, a broad range of structures including but not limited to solid concrete walls and roads, deployment and construction in challenging areas similar to the border environment, while meeting or exceeding cost, schedule, and performance goals. The Government defines similar projects as projects which address border/perimeter security or constructed fortification for challenging environmental and operational constraints that are at minimum \$25 million dollars in size. However, the Government will consider project experience that may fall outside this definition, provided that the Offeror includes a rationale for the comparability. The Offeror shall also discuss its ability to be able to bond at a minimum value of \$200,000. The Offeror shall provide a point of contact (name, telephone number, and email address) in its paper for the one project discussed in this section that it believes best represents its performance as it relates to the scope of this project. The Offeror shall also ask the identified POC to complete a Project Performance Survey (see Attachment #8), which the Offeror shall submit with its concept paper. It is the Offeror’s responsibility to submit a completed survey (by the POC) with its concept

paper. If an Offeror submits a concept paper without a completed survey, the Government will consider the concept paper incomplete and will not consider it in the Phase I evaluation.

2) Management and Technical Competence

The Offeror shall identify key personnel with outstanding training, experience, and other qualifications; strong and credible assurance that those personnel will continue to be available throughout the period of performance, an outstanding and highly proactive program management approach with strong cost, schedule, and management controls; demonstrated experience in early identification and resolution of program variances; and outstanding technical approach with highly skilled technical personnel to support it. The extent to which the offeror has the skilled personnel and processes to perform a large and complex design and construction project shall be discussed. The offeror shall include descriptions of key personnel and their availability to support the project. The offeror shall also explain how it sets the project baseline, assesses status against the baseline, and addresses issues and variances. The offeror shall describe its ability to meet the Government's schedule requirements for the prototype construction. The offer shall outline the skills and competencies of staff who are available to support the technical and management activities of the project.

3) Prototype Concept Approach

The Offeror shall discuss and present the Offeror's proposed design and construction concept for the solid concrete wall prototype, consisting of technical approach narratives and information regarding the material and system quality. This may include conceptual level presentation drawings. Prototypes constructed in response to this solicitation must offer designs that are a reinforced concrete structure with solid facings. The response must clearly define the proposed scope and quality levels that the design-build team is offering to the Government in enough detail for the Government and the Offeror to mutually understand whether or not the proposal meets or exceeds the minimum solicitation requirements for the solid concrete wall prototype. Fully developed drawings, details or specifications are not desired or required. The Offeror shall describe how its proposed design and construction concept for the solid concrete wall prototype accommodates the specific requirements and needs of the border environment.

The Government has prepared a set of exemplar questions to be considered during proposal review. These exemplars are not designed to be all-inclusive, but are intended better to assist offerors in understanding certain areas of focus. In drafting Sections L and M of this RFP, the Government has intended to synthesize the spirit and intent of questions like these:

- Describe how your proposed border wall design meets or exceeds CBP's performance requirements for the border wall prototype design (e.g. 6 feet anti-dig/anti-tunnel)
- Describe your experience executing high profile, high visibility and politically contentious design-build projects
- Describe your experience constructing tactical infrastructure (e.g. fencing, roads, drainage, lights, etc.) on the southwest border
- Describe your design-build experience constructing projects in challenging (e.g. steep slopes up to 45 degrees) and or inaccessible terrain on the southwest border.
- Describe your dollar threshold experience with large design-build contracts efforts – what was the minimum/maximum?
- Describe your experience working on projects that involved a large number of federal, state and local stakeholders

- Describe your past performance (i.e. how your customer would rate you) on completing similarly sized programs and projects from a cost (original award; final cost) and schedule perspective (have you had to pay liquidated damages?)
- Describe potential project risks and your mitigation strategies- project risks mitigation strategy building wall along the southwest border
- Describe how you propose to keep costs low while still meeting CBP's performance requirements.
- Describe the qualifications, experience and time availability of your key personnel- describe your successful ability to recruit and maintain staffing strategy in remote areas throughout the southwest border
- Describe design-build team's experience working together.

Where the offeror makes assertions about capabilities, experience, and skill, the concept paper shall include substantiating evidence so that the Government can assess the credibility and likelihood of those assertions. Examples of past design and construction work, or of existing or contemplated designs, that might bear on this effort could be one type of useful substantiating evidence for some elements.

Offerors are strongly encouraged to create a matrix to show how elements of the proposal address the Government's Statement of Work, Proposal Instructions, and Evaluation Approach. Offerors may attach a summary matrix not to exceed two pages to their Phase I proposal; these two pages will NOT count against the concept proposal page limit.

PHASE I DOWN-SELECT

After the Government completes its Phase I evaluation, the Government will perform a down-select of Phase I concept papers/qualifications and request Phase II submissions from only those Offerors who are deemed to be the most highly qualified. The Government intends to invite up to twenty (20) Offerors from among those who submitted Phase I papers/qualifications into the Phase II proposal and evaluation process. This means that every Offeror who submits a Phase I concept paper/qualifications would not be able to participate in Phase II. Only the Offerors with the most highly rated Phase I concept papers/qualifications will be included in the down-select and will be notified accordingly. Offerors not included in the down-select will be notified by the Government separately and will have an opportunity to be debriefed in accordance with FAR Section 15.505.

PHASE II – Request for Proposals

Phase II Submission Instructions

Phase II Response Date: Responses to Phase II – Request for Proposals shall be received no later than (date and time to be determined) to the BorderWallDesignBuild@cbp.dhs.gov. Only soft copies will be received in response to Phase II. All submissions shall be clearly labeled in the subject line of the email with the RFP number and Phase: **HSBP1017R0022, Phase II**

Each Offeror's proposal submitted in response to this solicitation shall be prepared in five volumes as defined below. Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently from evaluation of the other.

Offeror's must submit initial proposals that are fully responsive to the Government's requirements and that clearly demonstrate the Offeror's capabilities and approach to meeting the requirements.

Offeror's shall prepare proposals and provide all required information in accordance with the following chart and subsequent instructions included herein. Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and will be discarded if submitted as part of the Offeror's proposal. Failure of a proposal to comply with these instructions may be grounds for exclusion of the proposal from further consideration.

Volume	Volume Title	Soft/Hard Copies	Page Limit
I	Price/Business	1/None	No Limit
II	Technical/Management	1/None	20
III	Solid Concrete Prototype Wall Design	1/None	10
IV	Past Performance	1/None	1 (plus PPQs)
V	Subcontracting Plan	1/None	No Limit

Page Limitations: Page limitations shall be treated as maximums. If exceeded, the excess pages will not be evaluated. Instead, they will be removed and retained in the solicitation file. Each page shall be counted except for the following:

- Cover Pages
- Tables of Contents
- Glossaries
- Acronym List
- Requirements Traceability Matrix
- Titled Tab Pages
- Resumes of Key Personnel
- Sample Reports
- Staffing Tables and Matrices
- Preliminary Sector Transportation Plans

Cross Referencing: Each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross referencing to other volumes of the proposal.

Indexing: Each volume shall contain a detailed Table of Contents to delineate the contents within the volume.

Glossary of Abbreviations and Acronyms: If abbreviations and acronyms are used in Volume II - Technical & Management, include a glossary that contains a listing of all abbreviations and acronyms used with an explanation for each.

Page Size and Format: Text shall be single-spaced, on 8 1/2 x 11 inch paper (except as specifically noted), with a minimum one-inch margin all around. Pages shall be numbered consecutively. 11" x 17" sized fold-out pages may be used for tables, charts, graphs, or pictures that cannot be legibly presented on 8 1/2" x 11" paper. An 11" x 17" printed on one side is a two sheet equivalent (with regards to the page count limitations). Print

shall be of a minimum 12-point font size or a maximum 10 characters per inch (10-pitch, pica) spacing. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis. Graphic presentations, including tables, while not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable.

Tabbing: Offerors shall separate all Tabs and sections within the Price and Technical & Management Volumes with a titled cut sheet.

Failure of a proposal to comply with these instructions may be grounds for exclusion of the proposal from further consideration.

Signed Proposal: The Standard Form 1442, Solicitation, Offer and Award (Construction, Alteration, or Repair), is being used for this solicitation. This form is used by the Government as a Request for Proposal and upon submission by the offeror it becomes the offeror's proposal. As such, it is an "offer" which can be unilaterally accepted by the Contracting Officer and awarded on said SF 1442. The Contractor's offer and the Government's acceptance form the contract. Therefore, the following points must be strictly adhered to by the offeror in submitting the proposal:

- (a) One (1) originally executed copy of Standard Form 1442 (with Blocks 14 through 30 completed); and Section K fully executed shall be submitted.
- (b) The SF 1442 must be executed by a representative of the offeror authorized to commit the offeror to contractual obligations. The authority to sign a proposal, but not an offer, subject to unilateral acceptance and award, is not sufficient authorization to sign the SF 1442.
- (c) UNDER NO CIRCUMSTANCES SHOULD OFFERORS MAKE ALTERATIONS OR CHANGES TO THE SF 1442 OR THE RELATED PAGES WHICH ARE A PART OF THE ENCLOSED REQUEST FOR PROPOSAL AND PROPOSAL PACKET.

Offerors are to complete those parts that require items such as prices, place of performance, etc., when such items are called for in the enclosed request for proposal. A place is provided to insert such information.

VOLUME I: PRICE/BUSINESS PROPOSAL [Phase II]

1) Proposal Form 1442: Offerors are required to complete and submit Standard Form 1442 as part of its proposal along with any amendment receipt acknowledgement(s).

2) TAB A - Schedule B: Offerors shall complete Section B of the RFP AND submit a complete price breakdown for the prototype project per Attachment #2 (Supporting Price Details Spreadsheet), which will be the basis for price evaluation for the IDIQ and initial Task Order.

Additionally, the Offeror shall submit a one (1) page rationale that describes the Offeror's perceived trade-offs between its proposed approach for the prototype and its proposed price for the prototype. Trade-offs may describe how the proposed solid concrete solution justifies the price premium or better satisfies the mission and operational needs.

3) TAB B - Bid Guarantee: Offerors shall include their bid guarantee in this tab of the Price/Business Proposal.

4) TAB C – Joint Venture Agreement (as applicable): Offerors proposing as joint ventures shall include a copy of their legal joint venture agreement signed by an authorized officer from each of the firms comprising the joint venture with the chief executive of each entity identified.

Cost or Pricing Data: Offerors are not required to submit certified cost or pricing data. Full and open competition is expected which will be used to determine prices fairness and reasonableness of proposed pricing. Prices will be compared on a Contract Line Item Number (CLIN) and/or total basis. However, Offerors may be requested to provide additional information in the event costs appear over-stated or under-stated.

VOLUME II: TECHNICAL & MANAGEMENT

This volume must not contain any reference to cost/price; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the offeror's understanding of the requirements may be evaluated.

The Technical & Management Volume shall be prepared in such a manner as to enable the Government reviewers to make a thorough evaluation and arrive at a sound determination of whether the proposal meets all technical requirements of the solicitation. To this end, the Technical & Management Proposal should be sufficiently specific, detailed, and complete as to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements set forth in the solicitation. Statements by an offeror that merely offer to perform in accordance with the Government's requirements or which merely paraphrase the requirements document(s), or use phrases such as, "standard engineering practices will be employed," or "well established techniques will be employed," etc. may be considered non-compliant and ineligible for award.

The Technical & Management Volume shall not exceed 20 pages (excluding the transmittal letter).

This volume shall also include the following:

1) Transmittal Letter: A letter that formally transmits the technical proposal and states in general terms how the offeror meets the solicitation requirements. This letter shall not exceed two (2) pages, which shall not count against the total number of pages authorized for the Technical and Management Volume.

2) Tab A: Technical and Management Plan (15 pages total)

A-1: The Offeror shall describe how the Offeror's management approach will meet the Government's requirements outlined in the IDIQ Statement of Work for managing technical and management approach in the areas of execution, quality control, program controls, and management capability to simultaneously perform multiple wall construction contracts in both remote and urban environments, under varied environmental conditions, along the southwest border. This should clearly identify major subcontractors and the roles and responsibilities of major subcontractors related to the overall proposed technical and management plan.

A-2: The Offeror shall describe how the Offeror will manage the construction of the solid concrete wall prototype under the initial Task Order to include the following: number and composition of work crews by phase, coordination and control of work crews, material transportation, delivery and

staging, pre-fabrication strategy, production management, coordination of construction with on-going design efforts, quality control processes, and types of equipment to be used to perform work.

A-3: The Offeror shall provide a detailed schedule showing key activities and milestones, including critical path. The Offeror shall provide a plan for streamlining design and construction and managing labor and other resources to reduce costs and achieve an aggressive schedule. The Offeror shall discuss the Offeror's internal process for handling delays to minimize "schedule creep."

A-4: The Offeror shall describe how the Offeror will address security under performance of any resultant IDIQ and task orders.

A-5: The Offeror shall describe any technical and management innovations it is proposing to implement which are focused on quality improvement, cost reduction, schedule efficiencies, and increasing the security of the wall under performance of a resultant IDIQ award.

3) TAB B - Bonding Capacity (2 pages)

Provide substantiating evidence from a federally approved surety indicating that the Offeror (prime contractor only) has the ability to bond for the full value of the offeror's prototype. The offeror must submit a letter of commitment from a surety, signed by an officer or agent authorized to bond, that identifies the offeror's available bonding capacity and limits that the surety will bond the Offeror, as the successful awardee for this project, taking into consideration the Cost Ceiling Limitation described in this Solicitation. If the Offeror submits evidence from an individual Surety, the individual surety must include documentation meeting the requirements of FAR 28.203 and contract clause 52.228-11.

Offeror's should note that additional bonding requirements may be required on subsequent task orders under the resultant IDIQ contract. See Section H clause "Ordering Procedures" for additional information.

If an informal teaming agreement is in place, the small business offeror with the DUNS number provided on the proposal must possess the bonding capacity. If an SBA approved Joint Venture, then the bonding capacity of the mentor can be used per current SBA rules. The teaming agreement must be provided if an informal teaming arrangement, or the SBA approval and CCR register if an SBA approved joint venture.

A list of federally approved sureties can be found at the following website:

https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

4) Tab C - Resumes of Proposed Key Personnel (1 page per resume)

The Offeror shall submit the resume for all three (3) proposed Key Personnel in accordance with the RFP requirements (Section H and the Statement of Work (SOW)). The resumes shall demonstrate the technical competency of each proposed Key Personnel to support the requirements of the scope and contractual obligations contained within this solicitation for that Key Personnel position.

Technical and Management Oral Presentation: See oral presentation instructions in "Phase 2 – Oral Presentation" below (30 minutes)

VOLUME III: SOLID CONCRETE PROTOTYPE WALL DESIGN (10 pages total)

The Offeror shall provide a 60% Preliminary Design Submittal for proposed solid concrete wall prototype based upon the information made available in this RFP and any amendments thereto. Prototypes constructed in response to this solicitation must offer designs that are a reinforced concrete structure with solid facings. The Preliminary Design Submittal shall be comprised of design narratives, engineering drawings, and technical specifications. The Offeror shall also provide a 30-day build schedule for the proposed solid concrete wall prototype.

Prototype Wall Designs Oral Presentation: See oral presentation instructions in “Phase II – Oral Presentation” below (60 minutes total for solid concrete wall prototype).

VOLUME IV: PAST PERFORMANCE (not to exceed 1 PPQ per project submitted under Phase I – Demonstrated Experience; plus 1 page of POC information only (includes POCs for all PPQ projects))

The Offeror shall send Attachment #3 Past Performance Questionnaire to references associated with the projects submitted under Phase I - Demonstrated Experience, requesting that the Past Performance Questionnaire be completed (by the reference) and returned electronically via e-mail to BorderWallDesignBuild@cbp.dhs.gov. All submissions shall be clearly labeled in the subject line of the email with the RFP number, Phase, and Offeror’s name: **HSBP1017R0022, Phase II, [Offeror’s Name]**.

Additionally as part of its Phase II proposal, the Offeror shall provide the Government one (1) page that contains the Point of Contact (POC) information for each project cited in its submission in response to Phase I - Demonstrated Experience. The provided POC information shall include the project title, the full name of the POC, the POC’s company, the POC’s title, and the POC’s e-mail and phone number). The Government reserves the right to contact identified POCs to discuss the Past Performance Questionnaire submitted by that POC as well as to request additional information or clarifications. The Government may also consider past performance reports available on other past performance databases, such as the Past Performance Information Retrieval System (PPIRS), the Construction Contractor Appraisal Support System (CCASS), and Contractor Performance Assessment Reporting System (CPARS), as part of its evaluation.

The past performance evaluation conducted in response to this submission for the Past Performance Factor is in addition to the Contracting Officer’s Determination of Prospective Contractor Responsibility that will be conducted in accordance with FAR 9.1.

VOLUME V: SUBCONTRACTING PLAN (no page limitation)

This requirement applies to large businesses only. Small businesses are EXEMPT from the requirement to submit Volume V: Subcontracting Plan.

Subcontracting Plan Requirements:

- (a) Describe the Prime’s corporate commitment in providing subcontracting opportunities for small business (SB), small-disadvantaged business (SDB), women-owned small business (WOSB), HUBZone small business, and service disabled veteran-owned small businesses (SDVOSB). Describe the strength and

specificity of each corporate commitment (i.e., what type of commitment, how binding is the commitment, how specific is the commitment to this proposed effort, and what types of tasks are included in these subcontracting opportunities).

- (b) Provide one year history demonstrating your corporate commitment to meet your subcontracting goals/targets by providing SF 294s, Subcontracting Report for Individual Contracts, for those contracts/projects which you are submitting under Past Performance. If goals were not met on the SF 294 then provide an explanation as to why the goals/targets were not met. This information will be used to determine proposal risk associated with the offeror's corporate commitment for small business goals.

- (c) Goals/Targets.

- (1) Describe how your subcontracting targets compare to the CBP goals (e.g. meets, exceeds, or does not meet).

SMALL BUSINESS	38%
SMALL DISADVANTAGED	5%
WOMAN OWNED	5%
HUBZONE	3%
SERVICE DISABLED VETERAN OWNED	3%

- (2) Describe how you will meet specific subcontracting percentages and goals for the CBP contracts expressed in dollars and in percentages of your total proposed subcontracting dollars for subcontracting to each category above. These goals may be met by any combination of subcontracts, other business teaming arrangements or vendor purchases and should make use of small businesses to the maximum extent practicable.
- (3) For the SDB Participation Program, provide your targets expressed as dollars and percentages of anticipated total contract value, in each of the applicable, authorized NAICS Industry Subsectors. For proposal purposes, provide your assumption of anticipated total contract value should you be awarded a contract. This SDB Participation Program target is a separate target that you propose for this program, pursuant to FAR 19.12.
- (d) Provide a Small Business Subcontracting Plan in accordance with FAR 19.7 using Attachment #4 (CBP Subcontracting Plan Template).
- (e) Provide the signed letter of mentor-protégé agreement approval from the DHS Office of Small Business and Disadvantaged Business Utilization (OSDBU).

Phase 2 - Oral Presentation

1) Notification for Oral Presentation: The invitation to submit response to Phase 2 Request for Proposals will include the date and time of the Offeror's scheduled oral presentation, which will afford the Offeror at least ten (10) calendar days advance notice of the date, time and location of the Offeror's scheduled oral presentation. The oral presentation will be held in-person in the Washington, DC metropolitan area. Further details will be provided to the Offeror in the invitation. The order in which Offerors invited to submit a response to Phase 2 Request for Proposals are scheduled for oral presentations will be randomly selected by the Government.

2) Recording: The Government reserves the right to record the oral presentation.

3) Offeror Participants: The Offeror's participants in the oral presentations shall be limited to the Key Personnel proposed by the Offeror in the proposal submission, the responsible corporate official named in accordance with Section L "Authorized Personnel", and two additional participants of the Offeror's own choosing. No more than six (6) Offeror participants for the oral presentations are permitted.

No later than five (5) calendar days prior to the Offeror's scheduled oral presentation, the Offeror shall provide send the name, current employer/company, and e-mails of the Offeror Participants for the oral presentation to BorderWallDesignBuild@cbp.dhs.gov

4) Format for Oral Presentations: The Government intends for the oral presentation to proceed as follows:

Oral Presentation Portion	Oral Presentation Component	Total Time Allotment
1	Introduction and Oral Presentation Process and Expectations. The Government will provide the Offeror a standard set of questions related to technical and management capabilities.	Not specified
2	The Offeror shall caucus among themselves to prepare answers/responses and adjust its prepared oral presentation accordingly.	30 minutes
3	The Offeror shall present its proposed technical and management approach, including to the standard set of questions provided by the Government.	30 minutes
4	The Offeror shall present its proposed prototype wall designs for the solid concrete wall prototype	60 minutes
5	The Government will caucus to prepare clarifying questions	15 minutes
6	The Offeror will hear and respond to the Government's clarifying questions, if applicable.	15 minutes

The Government will provide HDMI connection to a projector, white board, paper, and writing materials for the Offeror to use during oral presentations. Offerors can expect the presentation will be conducted in a conference room with a table of sufficient size to accommodate the participants, including the Government attendees.

With the exception of two computers (one as back-up) that do not have wifi/internet connectivity, the Offeror shall not bring any electronic devices, including additional computers, tablets or smart phones, into the oral presentation conference room.

The Offeror Participants shall not reach back, by telephone, e-mail or any other means, to any other personnel or persons for assistance during the oral presentation

5) Intent of Oral Presentation: The oral presentation is intended to explain the Offeror's written submission for the Technical and Management Volume and the Prototype Wall Design. The oral presentation shall not provide the Offeror any opportunity to revise or change the proposed technical or management volume or proposed prototype wall designs, and is therefore not construed to be discussions with the Offeror.

[End of Provision]

52.252-2 - Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: <http://farsite.hill.af.mil/vffara.htm> and <http://farsite.hill.af.mil/vfhsara.htm>

52.204-7 - System for Award Management (Oct 2016)**52.204-18 - Commercial and Government Entity Code Maintenance (Jul 2016)****52.214-34 - Submission of Offers in the English Language (APR 1991)****52.214-35 - Submission of Offers in U.S. Currency (APR 1991)****52.215-1 - Instructions to Offerors -- Competitive Acquisition (JAN 2017)****52.222-23 - Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)****52.216-1 - Type of Contract (Apr 1984)**

The Government contemplates multiple Firm-Fixed Price IDIQ Contracts with Initial Task Orders (Prototypes) resulting from this solicitation.

52.222-5 - Construction Wage Rate Requirements—Secondary Site of the Work. (May 2014)

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

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

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

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

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 \$3,000,000.00, 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.

52.233-2 Service of Protest (Sep 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Customs and Border Protection

Attn: Border Wall Contracting Officer, Solicitation HSBP1017R0022

1331 Pennsylvania Avenue, NW

National Place, Suite 1355

Washington DC, 20229

Emailed to: BorderWallDesignBuild@cbp.dhs.gov

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

3052.209-70 Prohibition on contracts with corporate expatriates (Jun 2006)

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

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

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986. *Inverted Domestic Corporation*. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

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

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

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

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

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

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

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

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

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

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

(2) *Plan deemed in certain cases*. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date

which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

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

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

(e) *Treatment of Certain Rights.*

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows: (i) warrants; (ii) options; (iii) contracts to acquire stock; (iv) convertible debt instruments; and (v) others similar interests.

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

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

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

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

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

[END OF SECTION L]

Section M - Evaluation Factors for Award

M.1 Multiple Awards:

The Government contemplates awarding multiple Indefinite Delivery Indefinite Quantity IDIQ contracts and prototype project(s) as the initial Task Order.

M.2 Source Selection Process:

The Government will evaluate each Offeror's concept papers/qualifications statement in its totality. This means that the Government will include in its down-select those concept papers whose approach best meets the Government's requirements, as evaluated, using the Phase I criteria set forth below. The outcome of this Phase I decision will determine those Offerors that will be invited to participate in Phase II. The Government will invite up to 20 Offerors to participate in Phase II.

For those offerors invited to participate in Phase II, the Government will evaluate each proposal in its totality. Similar to Phase I, this means that the Government will evaluate all Phase II proposals in accordance with the Phase II evaluation criteria set forth below. Multiple awards will be made to offerors whose Phase II proposal provides the best value to the Government.

The Government intends to evaluate proposals and award without further communication with Offerors. Therefore, the Offeror's submission for Phase I and Phase II, if invited, shall contain the Offeror's best terms. The Offeror shall assume that the Government has no prior knowledge of the Offeror's experience and that the Government will base its evaluation on the information presented in the Offeror's submission for Phase I and, if invited, for Phase II.

M.3 Basis of Award:

These awards will be made in accordance with Federal Acquisition Regulation (FAR) 15.101-1 Best Value Trade-Off Process. Award(s) will be made to the offerors whose proposal the Source Selection Authority (SSA) determines conform to the solicitation, is fair and reasonable with regard to pricing for the prototype projects, and whose proposal offers the best overall value to the Government when considering price and the non-price factors described herein. The trade-off process could result in award to other than the lowest-priced Offeror or other than the Offeror rated highest on non-price factors.

M.4 Responsibility Determination:

The Government will conduct a responsibility determination of Offerors prior to any prospective contract award according to FAR 9.104 – "Standards" using data listed on SAM.GOV, as well as other applicable sources. Offerors are encouraged to verify that the information listed on SAM.GOV is up to date and accurate.

M. 5 Evaluation Factors and Relative Order of Importance:

The Government will evaluate qualifications (Phase I) and proposals (Phase II) based on the following evaluation factors and relative order of importance:

PHASE I

- Factor 1-1 – Demonstrated Experience
- Factor 1-2 – Management and Technical Competence

➤ Factor 1-3 – Prototype Concept Approach

Factor 1-3 is significantly more important than Factor 1-2. Factor 1-2 is more important than Factor 1-1.

PHASE II

- Factor 2-1 – Technical and Management Capability
- Factor 2-2 – Feasibility and Fit of the Prototype Wall Design
- Factor 2-3 – Past Performance
- Factor 2-4 – Small Business Subcontracting Plan
- Factor 2-5 – Price

Factor 2-2 is significantly more important than either Factors 2-1, 2-3, or 2-4 individually. Factor 2-1 is more important than Factor 2-3. Factor 2-3 is more important than Factor 2-4. All non-price evaluation factors, when combined, are significantly more important than the price.

As the non-price merits of competing Offeror's proposals approach equal, Factor 2-5 will become more important in the best value trade-off decision.

Small Businesses will be evaluated based on Factor 2-1, 2-2, 2-3, and 2-5. For Factor 2-4, Small Businesses will not be assigned a rating by the Government.

M.6 Evaluation Approach

PHASE I

Factor 1-1 – Demonstrated Experience

Evaluated based on evidence that the offeror has the demonstrated capability successfully to complete major design and construction projects of the large scope ultimately anticipated for the border wall. As part of this Factor, the Government will assess the offeror's Specialized Experience and will consider the offeror's past performance.

Evaluated the extent to which the offeror has experience with large construction projects, and how well the contractor performed on those efforts and to the extent that the contractor's financial viability, including the contractor's ability to obtain adequate bonding for large construction projects. Offeror's who provide strong substantiating evidence of experience, past performance, and financial viability will rank higher than offeror's who have weak or unsubstantiated claims. Based on the contractor's past experience, past performance, and financial viability, the Government will assess the likelihood that the offeror would successfully complete the project.

A highly confident offeror will have characteristics including, but not necessarily limited to, experience leading and successfully completing several very large projects that included design against specific customer requirements, a broad range of structures including but not limited to solid concrete walls and roads, deployment and construction in challenging areas similar to the border environment, while meeting or exceeding cost, schedule, and performance goals. Further, a highly confident offeror will have provided

highly convincing justification to validate the claims and assertions in the proposal and will show financial viability and bonding appropriate to very large construction projects.

Offerors must demonstrate that they have the ability to bond for a minimum value of \$200,000. Offerors unable to meet this requirement will receive a low confidence rating and will be eliminated from further consideration.

Factor 1-2 – Management and Technical Competence

Evaluated for evidence that the offeror has the technical and management skills necessary to lead and complete a complex design and construction effort of this nature.

Within this Factor, the Government will assess the extent to which the offeror identifies and commits key personnel with appropriate experience and qualifications. The Government will evaluate the offeror's program management approach and assess the extent to which it will help increase the likelihood of completing the task on or ahead of cost, schedule, and performance goals. The Government will review the offeror's proposed technical approach, as well as the capability of the contractor's management and technical staff. The Government will determine its confidence that the contractor's personnel and management control system will contribute to risk of program failure or likelihood of success.

A highly confident offer will have characteristics including, but not necessarily limited to, identification of key personnel with outstanding training, experience, and other qualifications; strong and credible assurance that those personnel will continue to be available throughout the period of performance, an outstanding and highly proactive program management approach with strong cost, schedule, and management controls; demonstrated experience in early identification and resolution of program variances; and outstanding technical approach with highly skilled technical personnel to support it.

Factor 1-3 – Prototype Concepts Approach

Evaluate the likelihood that the offeror's design and construction approach will result in a detailed proposal (including a 60% design) and subsequently a wall that meets or exceeds the Government's requirements.

Evaluate the contractor's design approach and its likelihood of producing a design that meets or exceeds the Government's requirements. The Government will also assess the offeror's appreciation of and ability to accommodate considerations of cost and cost-effectiveness.

Evaluate the offeror's demonstrated understanding of the border law enforcement environment, how the law enforcement environment and operations are impacted by a wall or other barrier, and how well the prototype concept accommodates operational considerations of the border environment.

A highly confident offer will have characteristics that include, but are not necessarily limited to, substantially exceeding nearly all of the Government's requirements, a complete and credible understanding of the importance of cost and cost-effectiveness throughout the design and construction process, a prototype concept that clearly accommodates and will be effective in the specific operational environment on the border, and a demonstrated ability to provide enhancements and increased performance without excessive impact to overall cost.

Offerors who fail to meet one or more of the Government's requirements, or who provide inadequate substantiation of performance to enable the Government to reach a reliable conclusion, will receive a low confidence rating and may be eliminated from further consideration.

PHASE II

Factor 2-1 – Technical and Management Capability

The Government will consider how well the offeror's technical and management approaches are likely to result in a successful prototype. In particular, the Government will consider:

- The reasonableness and realism of the offeror's proposed schedule
- The extent to which the offeror's proposal meets or exceeds requirements
- The approach to maintenance and ease of repair
- The identification of risks and plans to mitigate them
- The reasonableness of any assumptions made by the offeror's
- The offeror's approach to assessing and reporting program progress
- The offeror's approach to maintain effective communication with the Government
- The qualifications of the offeror's proposed key personnel
- The offeror's evidence from a federally approved surety indicating that the Offeror (prime contractor only) can bond for the full value of its prototype.

Factor 2-2 – Feasibility and Fit of the Prototype Wall Designs

Evaluated for evidence that the offeror understands the operational environment of the United States Border Patrol as it enforces our immigration laws along the United States Southwest Border. This will include evidence that the offeror understands the impacts of the environment on any design and construction activity.

The Government will evaluate the extent to which the offeror has demonstrated a clear understanding of the environment where the border wall will be deployed. "Environment" is intended to be a broad term. It includes not just elements like the geography and location, but also the nature of the law enforcement mission near the border. The Government will evaluate the rigor and reliability of the offeror's approach to demonstrate compliance with design requirements. The Government will also assess the soundness, effectiveness, completeness, and extent to which the offeror's 60% prototype design and construction approach accommodates and adjusts based on the environment, and how construction of a wall impacts on a wide range of considerations. Those considerations include, but are not limited to, terrain, geology, hydrology, wildlife, environmental preservation, weather, human activity, and aesthetic treatment¹ of U.S. facing exterior wall. The Government will assess how well the offeror has demonstrated an understanding of the Border Patrol's operational mission, and how the design and construction of a wall impacts that mission. The Government will evaluate whether or not the offeror has presented ideas for wall design that will enhance the effectiveness of a wall in support of the Border Patrol and as part of a broader system of elements that contribute to border security. The Government will assess the likelihood that the offeror's product will be of benefit to the United States Border Patrol.

A highly confident offer will have characteristics including, but not necessarily limited to, outstanding awareness of the broad border environment that is substantiated and reinforced by experience with similar types of construction projects in similar environments; a reflection of that understanding in the proposed approach to design and construction of a border wall; an outstanding understanding of how the presence of a wall or other infrastructure will influence the ability of the Border Patrol to perform its mission; an outstanding understanding of the importance of reliability, strength, durability, susceptibility to damage, and ability to make repairs; and a presentation of innovative thinking and concepts that would significantly enhance the United States Border Patrol's effectiveness.

¹Aesthetic Treatment – also commonly referred to as "architectural treatment", refers to the overall form of the wall, its features such as the wall cap, wall columns, end treatments, and safety shapes. It also refers to the incorporation of color, texture, pattern, and/or imagery to the surfaces of the "Other

Border Wall Prototype” structure to improve their appearance and integrate them into their surrounding urban or natural environment.

Factors 1-1, 1-2, 1-3, 2-1, and 2-2

In evaluating Factors 1-1, 1-2, 1-3, 2-1 and 2-2, the Government will consider the offeror’s approaches and the risks associated with the approaches proposed by the Offeror to arrive at a confidence assessment of the Offeror’s likelihood of successfully performing the work and meeting the RFP’s objectives. The table below shows the ratings the Government will assign in its evaluation of these factors.

RATINGS FOR FACTOR 1-1, 1-2, 1-3, 2-1 and 2-2	
Rating	Definition
High Confidence	The Government has high confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention.
Some Confidence	The Government has some confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with some Government intervention.
Low Confidence	The Government has low confidence that the Offeror understands the requirement, proposes a sound approach, or will be successful in performing the contract even with Government intervention.

Note that for Factor 2-1 and 2-2, the confidence rating will be assigned based on the evaluation of the Offeror’s written submission *and* the Offeror’s oral presentation for each factor.

Factor 2-3 – Past Performance

The Government will determine its level of confidence in the ability of the Offeror to meet or exceed the requirements based on an evaluation of the Past Performance Questionnaires (PPQs). To evaluate the PPQs, the Government will evaluate the PPQs submitted in Attachment #3 (Past Performance Questionnaire (PPQ)), reserving the right to conduct telephone interviews with the Point of Contacts submitted for each project, and assess a confidence rating according to the table below. The Government may also consider past performance reports available on other past performance databases, such as the Past Performance Information Retrieval System (PPIRS), the Construction Contractor Appraisal Support System (CCASS), and the Contractor Performance Assessment Reporting System (CPARS), as part of its evaluation.

The past performance evaluation conducted for Factor 2-3 is in addition to the Contracting Officer’s Determination of Prospective Contractor Responsibility that will be conducted in accordance with FAR 9.1.

RATINGS FOR FACTOR 2-3	
Rating	Definition
High Confidence	The Government has high confidence that the Offeror will successfully perform the required effort with little or no Government intervention.
Some Confidence	The Government has some confidence that the Offeror will successfully perform the required the required effort with some Government intervention.

Low Confidence	The Government has low confidence that the Offeror will be able to successfully perform the required effort based on recent/relevant past performance even with Government intervention.
Neutral Confidence	No recent/relevant past performance is available, or the Offeror's performance record is so sparse, such that a meaningful confidence rating cannot be assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.

Factor 2-4 – Small Business Subcontracting Plan

For Factor 2-4, Small Businesses will not be assigned a rating by the Government. All large businesses will be evaluated for this factors as follows:

The Government will assess the offeror's understanding, commitment, and past history of small business participation that will assist CBP in meeting their Small Business goals.

Reflects a valid corporate commitment between all parties in providing subcontracting opportunities for small business, small disadvantaged business, women-owned small business, Hubzone small business, and service-disabled veteran owned concerns. It is more advantageous to demonstrate specific, binding commitments for substantive work for this proposed effort;

The Government will assess how successful the offeror has been in meeting and/or exceed their subcontracting goals on previously performed contracts.

Reflects compliance with CBP goals listed in Section L

SMALL BUSINESS	38%
SMALL DISADVANTAGED	5%
WOMAN OWNED	5%
HUBZONE	3%
SERVICE DISABLED VETERAN OWNED	3%

The Offeror demonstrates realistic targets expressed in dollars and in percentages of the total proposed subcontracting dollars for each category listed above;

The Offeror demonstrates realistic targets for the SDB Participation Program expressed in dollars and percentages of total contract value for the authorized NAICS Industry Subsectors with respect to SDB participation in accordance with FAR 19.12; and

The Offeror's subcontracting plan meets the requirements of FAR 19.7. This is not an evaluation criterion, it is a basic contract requirement.

The Government will evaluate the Offeror's signed letter of mentor-protégé agreement approval from the DHS Office of Small Business and Disadvantaged Business Utilization (OSDBU), which is applicable only to large businesses. Small business offerors will receive the same amount of credit for being a small business (in accordance with the NAICS code and size standard identified on the SF 1449) as large businesses who provide a signed letter of mentor-protégé agreement approval from the DHS OSDBU.

The Government will determine its level of confidence in the ability of all Offerors (both large and small businesses) to meet or exceed the small business goals for this requirement based on an evaluation of the small business subcontracting plan.

RATINGS FOR FACTOR 2-4	
Rating	Definition
High Confidence	The Government has high confidence that the Offeror will meet or exceed the small business subcontracting goals included in the requirement.
Some Confidence	The Government has some confidence that the Offeror will meet or exceed the small business subcontracting goals included in the requirement.
Low Confidence	The Government has low confidence that the Offeror will meet or exceed the small business subcontracting goals included in the requirement.

Factor 2-5 – Price

Price will be evaluated for fairness and reasonableness through the use of price analysis. The price evaluators will also check for appearance of unbalanced line item prices. Offerors are cautioned to distribute direct costs, such as material, labor, equipment, subcontracts, etc. and to evenly distribute indirect costs, such as job overhead, home office overhead, bond, etc., to the appropriate contract line items. The prime shall presume that field overhead costs through the proposed contract duration are inclusive in the offered price for the contract.

M.7 Substantiating Evidence

The Government will consider substantiating evidence in applying the Evaluation Factors. Substantiating evidence may be used in the evaluation of all evaluation factors. Offerors are expected to substantiate claims in their proposal.

Examples of substantiating evidence include:

- Capabilities that are described by offerors in Phase II. Note: This bullet applies only to offerors within the Phase II.
- Analysis combined with outcomes, in which the analysis and outcomes support proposal claims.

[END OF SECTION M]

Attachment #1:

SOW

SOLID CONCRETE BORDER WALL DESIGN/BUILD IDIQ CONTRACT

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1 – INTRODUCTION

CBP seeks highly qualified Contractors to assist in the development of a new border wall design standard as well as construct border wall and supporting tactical infrastructure/technology along the southwest border. CBP seeks highly qualified Contractors to propose a reinforced solid concrete wall that meets or exceeds CBP's performance requirements. The proposed prototype designs shall not include the use of proprietary design or equipment.

CBP plans to enter into multiple-award, indefinite-delivery, indefinite-quantity (IDIQ), task order contracts for Border Wall Design/Build Construction. The IDIQ may include various, simultaneous task orders ranging from \$100,000 up to \$275,000,000 per task order.

CBP anticipates awarding IDIQ contracts to multiple Contractors. All selected Contractors will be awarded one (1) task order to construct its prototype. All selected Contractors may also be provided an opportunity to propose on future task order requirements that are anticipated to be both design build and design bid build task orders for border wall and supporting tactical infrastructure and technology along the southwest border. Tactical infrastructure includes: access and patrol roads, fencing, drainage structures, motorized vehicle gates, light-emitting diode (LED) lighting, fiber optics and communication towers. Technology could include remote video surveillance systems (RVSS), ground sensors, etc.

ARTICLE C.2 – BACKGROUND

The Border Patrol and Air and Marine (BPAM) Program Management Office (PMO), within the Office of Facilities and Asset Management (OFAM), manages the planning, leasing, construction and sustainment of real property for the United States Border Patrol (USBP) and Air and Marine Operations (AMO) facilities and tactical infrastructure (TI). Section 102 of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), as amended, 8 U.S.C. § 1103, provides the Department of Homeland Security with the key authority to construct – in the most expeditious manner possible – the infrastructure necessary to deter and prevent illegal entry on our southwest border. Additionally, Executive Order 13767 directs the Government to build a border wall with Mexico. The BPAM PMO is responsible for overseeing the planning and construction of the border wall.

ARTICLE C.3 – GENERAL INTENTIONS

The general intent of this acquisition is to award multiple indefinite-delivery, indefinite-quantity (IDIQ), task order contracts for the design and construction of border wall and associated tactical infrastructure/technology along the southwest border. The first task orders are anticipated to result in the design and construction of the prototype wall(s) that at a minimum meet CBP's Border Wall requirements, which are described below. CBP shall use best practices and lessons learned from the prototypes to develop a Government-approved design standard that is intended to serve as the basis for future wall construction.

CBP currently has design standards for its remaining tactical infrastructure components, which shall be provided to the IDIQ holders upon contract award. Tactical Infrastructure is defined in section C.5 Definitions.

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C.3.1 Border Wall Design Considerations:

Individual task order requests for proposals under this IDIQ shall specify requirements for each task order. There are several principal requirements that shall be reflected and incorporated in any design-build activity under this IDIQ. Threshold requirements are intended to be minimums, although the terms of individual task orders may allow flexibility for trade-offs and variations among the threshold requirements and other factors. Objective requirements indicate features that, in addition to the thresholds, have significant value and would substantially enhance the effectiveness of a wall.

Threshold Requirements

- 1) The wall design shall be reinforced concrete.
- 2) The wall design shall be physically imposing in height. The Government's nominal concept is for a 30-foot high wall. Offerors should consider this height, but designs with heights of at least 18 feet may be acceptable. Designs with heights of less than 18 feet are not acceptable.
- 3) It shall not be possible for a human to climb to the top of the wall or access the top of the wall from either side unassisted (e.g. via the use of a ladder, etc.)
- 4) The wall design shall include anti-climb topping features that prevent scaling using common and more sophisticated climbing aids (e.g. grappling hooks, handholds, etc.)
- 5) The wall shall prevent digging or tunneling below it for a minimum of 6 feet below the lowest adjacent grade.
- 6) The wall shall prevent/deter for a minimum of 1 hour the creation a physical breach of the wall (e.g., punching through the wall) larger than 12-inches in diameter or square using sledgehammer, car jack, pick axe, chisel, battery operated impact tools, battery operated cutting tools, Oxy/acetylene torch or other similar hand-held tools.
- 7) The north side of wall (i.e. U.S. facing side) shall be aesthetically pleasing in color, anti-climb texture, etc., to be consistent with general surrounding environment. The manufacturing/construction process should facilitate changes in color and texture pursuant to site specific requirements.
- 8) The wall design shall be able to accommodate surface drainage.
- 9) The wall design shall be able to accommodate Border Patrol approved design standards for pedestrian and automated mechanized vehicle sliding gates (25 feet and 50 feet).
- 10) The wall design shall be constructible to slopes up to 45 percent.
- 11) The wall fittings and fixtures shall be secured on the north side of the wall to shield from external attack.
- 12) The wall design should be cost effective to construct, maintain and repair.

Objective Requirements

- 1) It is operationally advantageous that the design of first 12 feet of wall height (as measured from the highest adjacent grade) be adaptable to prevent/deter for a period of time greater than 1 hour 30 minutes up to 4+ hours the creation of a physical breach of the wall (e.g., punching through the wall) larger than 12-inches in diameter or square using sledgehammer, car jack, pick axe, chisel, battery operated impact tools, battery operated cutting tools, Oxy/acetylene torch or other similar hand-held tools.

C.3.2 Design and Construction Requirements

The Contractor's design professionals shall be the Designers of Record for all awarded task orders to this IDIQ. They must take full responsibility for the design and must meet professional and regulatory

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standards. All work provided by the Contractor's Designers of Record shall be prepared by or under the direct supervision of licensed professional Engineers. Final calculations, drawings and specifications shall be affixed with signed and dated professional seals of the Architect or Engineer of Record for each specific professional discipline. Design and preparation of construction documents shall conform to all applicable codes and standards including, but not limited to, those listed within the RFP documents. The Contractor shall be responsible for the wall design. The Contractor shall be responsible for the coordination of design, engineering and construction disciplines in order to fulfill the requirements of this contract and to provide for a complete, integrated and functional design. All below grade utility crossings or other above or below grade interferences shall be coordinated, with any conflicts resolved, by the Contractor prior to start of construction.

The Contractor shall be responsible for the professional quality, code compliance, technical accuracy and coordination of all designs, drawings, specifications, and other documents or publications upon which the construction is based. Any additional Geotechnical information required by the Contractor shall be acquired as part of the design-build proposal. Construction documents shall be sufficient to afford a clear understanding of the construction work required. The work shall be organized in a manner that shall assure thorough coordination between the various details on the drawings and between the drawings and the specifications. The Contractor shall cross-check all work and certify that all conflicts have been reconciled.

The Contractor shall be responsible for the coordination of all Sub-Contractors required to complete construction.

The Contractor shall provide all labor, supervision, tools, materials, equipment, transportation, and management necessary or incidental to provide planning, construction, repair and alterations for CBP.

C.3.3 Emergency Circumstances

The Contractor shall provide the names, job titles, and contact information, to include telephone numbers (business, cell phones, facsimile, pager numbers, etc.) of a senior manager within the Contractor's organization, and a minimum of one similarly qualified alternate to serve as continuously available liaison with the BPAM PMO appointed Wall Program and Project Manager(s). The Contractor shall submit the above information to the Contracting Officer (CO) and Contracting Officer's Representative (COR) by email within two calendar days following receipt of the award. During the contract period, the Contracting Officer and the Contracting Officer's Representative (COR) shall be notified immediately, by email, of any changes regarding the designated liaisons.

C.3.4 Prototype Requirements

The Contractor shall provide for the design and construction of a full-scale prototype. The prototype wall shall be 30 feet long and meet all of the border wall requirements specified herein (with the exception of the drainage, steep slope and gate requirements). Prototypes constructed under this task order must offer designs that are a reinforced concrete structure with solid facings. The prototype will be constructed at a location in San Diego, CA as determined by the Government.

C.3.4.1 Concrete Border Wall (Task Order)

The Contractor shall provide for the design and construction of a 30 ft. long prototype. The prototype shall include the following requirements from section C.3.1 of this Statement of Work:

Threshold Requirements

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- 1) The wall design shall be reinforced solid concrete.
- 2) The wall design shall be physically imposing in height. The Government's nominal concept is for a 30-foot high wall. Offerors should consider this height, but designs with heights of at least 18 feet may be acceptable. Designs with heights of less than 18 feet are not acceptable.
- 3) It shall not be possible for a human to climb to the top of the wall or access the top of the wall from either side unassisted (e.g. via the use of a ladder, etc.)
- 4) The wall design shall include anti-climb topping features that prevent scaling using common and more sophisticated climbing aids (e.g. grappling hooks, handholds, etc.)
- 5) The wall shall prevent digging or tunneling below it for a minimum of 6 feet below the lowest adjacent grade.
- 6) The wall shall prevent/deter for a minimum of one (1) hour the creation a physical breach of the wall (e.g., punching through the wall) no larger than 12-inches in diameter or square using sledgehammer, car jack, pick axe, chisel, battery operated impact tools, battery operated cutting tools, Oxy/acetylene torch or other similar hand-held tools.
- 7) The north side of wall (i.e. U.S. facing side) shall be aesthetically pleasing in color, anti-climb texture, etc., to be consistent with general surrounding environment. The manufacturing/construction process should facilitate changes in color and texture pursuant to site specific requirements.
- 8) The wall design shall be able to accommodate surface drainage.
- 9) The wall design shall be able to accommodate Border Patrol approved design standards for pedestrian and automated mechanized vehicle sliding gates (25 feet and 50 feet).
- 10) The wall design shall be constructible to slopes up to 45 percent.
- 11) The wall fittings and fixtures shall be secured on the north side of the wall to shield from external attack.
- 12) The wall design should be cost effective to construct, maintain and repair.

Objective Requirements

- 1) It is operationally advantageous that the design of first 12 feet of wall height (as measured from the highest adjacent grade) be adaptable to prevent/deter for a period of time greater than one (1) hour up to 4+ hours the creation of a physical breach of the wall (e.g., punching through the wall) no larger than 12-inches in diameter or square using sledgehammer, car jack, pick axe, chisel, battery operated impact tools, battery operated cutting tools, Oxy/acetylene torch or other similar hand-held tools.

C.3.4.2 Mock-Up Construction

The Contractor shall design and construct a 10 ft. by 10 ft. mock-up of an exemplar section of its prototype at a location in San Diego, CA as determined by the Government. The mock-up shall replicate the structural design of the prototype's first 10 ft. of above ground wall height (measured from the adjacent ground) and length to allow the Government to test and evaluate the anti-destruct characteristics of the bidder's wall design. The mock-up shall meet all technical requirements except the anti-dig, anti-climb, and aesthetics. The anti-dig and anti-climb characteristics will not be tested with the mock-up. The modified above ground foundation shall not affect the criteria outlined in specifications below.

The mock-up shall include the following requirements from section C.3.1 of this Statement of Work:

- 1) The Contractor shall build the mock-up to reflect the maximum performance contained within the prototype design (i.e., between 1 hour and 4+ hours).
- 2) The wall fittings and fixtures shall be secured on the north side of the wall to shield from external attack.

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- 3) If the prototype wall design includes see-through component/capability then it shall be installed in the mock-up to test its anti-destruct capabilities

The mock-up shall be constructed within two (2) weeks after notice to proceed (NTP) and shall be constructed concurrent to prototype construction. Within seven (7) calendar days of notification of completion of mock-up evaluation, the Contractor shall remove the structure and dispose of it properly. Disposal includes site clean-up after testing has concluded.

C.3.4.3 Project Kick-off Meeting

The Contractor shall attend a Government led project kick-off meeting in San Diego, CA eight (8) calendar days after task order award. The Contractor shall provide the following documents at the meeting:

- Detailed Schedule (recommended in Primavera) for the approach of the prototype and mock-up including, but not limited to, the following milestones: fabrication, site preparation, and install/construction to include a progress schedule. Schedule must include approach for completing construction of both the mock-up and prototype within the same thirty (30) calendar day timeline.
- Material and equipment staging plan
- Quality control (QC) plan
- Safety and security plan
- Documentation for personnel as outlined in Article C.10 Security

Each Contractor shall be prepared to brief the Government on its plan and timeline for construction.

C.3.4.4 Prototype Design-Build

The purpose of the selected prototypes is to allow CBP to evaluate the features of the Contractor's design for potential inclusion in a border wall standard to be developed by the Government immediately following the construction and evaluation of the prototype designs.

The Contractor shall develop a design that meets the requirements cited in section C.3.4.1 excluding surface drainage and gates. The Contractor shall demonstrate that the design meets the requirements through the use of industry accepted practices.

- The Contractor shall conduct a final high-level design review with the Government at the project kick-off meeting.
- The Contractor shall follow all quality control and safety plans provided to the Government during the contract kick-off meeting.
- The Contractor shall be prepared to mobilize within one (1) week of contract award. Contractor shall not begin construction until Notice to Proceed (NTP) is issued. Once given NTP, Contractor shall complete prototype construction within thirty (30) calendar days.
- The Contractor shall ensure the design is compatible with the geography, terrain, and other characteristics of the prototype location. A Government provided geotechnical report will be provided with the Phase II solicitation. Additionally, the Government will hold a site visit at the prototype location seven (7) calendar days after the release of the Phase II solicitation.
- The Contractor shall produce and deliver to the Government the 95% design package within seven (7) calendar days of contract award.

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- The Contractor shall be responsible for any staging areas as required at an offsite location. (i.e. no staging on the border will be made available by the Government).

C.3.4.5 Disposal

If, upon completion of its evaluation, the Government directs the Contractor to remove the prototype and dispose of it properly off-site, then the Contractor shall restore the site to the previously existing conditions. The Contractor shall complete the removal and restoration within fourteen (14) calendar days of notification by the Government.

C.3.4.6 Deliverables

Upon completion of the Prototype construction, the Contractor shall provide the Government 100% “as-built” designs.

Construction of a 10 ft. reinforced solid concrete wall segment mock-up as defined in section C.3.4.2.

Removal of the mockup and site restoration as defined in section C.3.4.2.

Construction of a 30 ft. long prototype reinforced solid concrete wall as defined in section C.3.4.1.

Removal of the prototype and site restoration as defined in section C.3.4.5.

Detailed Schedule as defined in 3.4.3

Material and Equipment Staging Plan as defined in 3.4.3

Quality Control (QC) Plan as defined in 3.4.3

Security Plan as defined in C.11 and C.11.1

Documentation for personnel as outlined in Article C.10 Security

Health and Safety Plan as defined in C.11

C.3.4.7 Government Furnished Information

Geotechnical site information for the prototype efforts will be provided in Phase II of the solicitation for the Contractor’s use. Additionally, the Government will provide 10 ft. contour topographic information of the site. This information is not site specific data and should be used for informational purposes only.

Best Management Practice (BMP) requirements for meeting all environmental considerations in the construction area will be provided in Phase II of the solicitation.

ARTICLE C.4 – CBP LOCATIONS

Task orders under this contract may be performed at any of the following locations in the vicinity of the U.S. border with Mexico:

Southwest border in California, Arizona, New Mexico, and Texas

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ARTICLE C.5 – DEFINITIONS

- a) **Access Roads.** Access roads generally provide access from public roads to the border patrol roads and to TI not accessible from a border road. Access roads are typically one-lane roads with pullouts and turnarounds to accommodate two-way traffic. The width of the access roads shall be 12 feet for one-lane roads but shall widen to 16 feet at curves and points of short sight distance. Access road width and pullout placement shall be designed to allow safe passing of two vehicles at the same time. The maximum width of access roads shall be 16 feet. Access roads are typically constructed of graded aggregate or native materials.
- b) **Border Lighting.** Border lights typically consist of LED (Light-Emitting Diode) fixtures mounted on poles to illuminate areas along and in proximity to the border to facilitate Border Patrol enforcement activities.
- c) **Contracting Officer.** “Contracting officer” means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer. “Termination contracting officer (TCO)” refers to a contracting officer who is settling terminated contracts. A single contracting officer may be responsible for duties in any or all of these areas. Reference in this regulation (48 CFR Chapter 1) to administrative contracting officer or termination contracting officer does not:
 - 1) Require that a duty be performed at a particular office or activity; or
 - 2) Restrict in any way a contracting officer in the performance of any duty properly assigned.
- d) **Contracting Officer Representative.** Person(s) designated by the Contracting Officer to be the authorized Government representative in charge of the project.
- e) **Contractor.** The term Contractor as used herein refers to both the prime Contractors and any of their subcontractors. The Contractor shall ensure that subcontractors comply with the provisions of this contract.
- f) **Contractor Representative.** A supervisor, superintendent, or manager assigned in accordance with the clause entitled SUPERINTENDENCE BY THE CONTRACTOR.
- g) **Drainage Structures.** Required to accommodate surface run-off and concentrated conveyance of storm water in a manner that keeps the border accessible to CBP during precipitation events.
- h) **Fiber Optics Cable.** Fiber optics cabling is typically installed in proximity to wall or fence and is used by CBP to facilitate telecommunications. CBP’s OIT is responsible for providing and installing any electronics associated with the fiber optics cable.
- i) **Gates.** Gates in fencing and walls are needed to access International Boundary & Water Commission (IBWC) border monuments; accommodate large quantities of concentrated storm water run-off; and accommodate passage of authorized vehicles

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and personnel. The gates are manually operated with the exception of vehicle gates, which can be mechanized and automated if required.

- j) **Patrol Roads.** Border patrol roads are generally oriented parallel with the border and are used for direct enforcement of the border. Border roads are typically 20 feet wide and are posted for 25 miles per hour travel. These roads shall be designed to allow safe passing of two vehicles at the same time. The roads are constructed of asphalt, concrete or graded aggregate depending on the topography and geotechnical conditions.
- k) **Quality Assurance (QA).** A method used by the CBP to provide some measures of control over the quality of purchased goods and/or services received.
- l) **Quality Control (QC).** A method used by the Contractor to control quality of goods and/or services produced.
- m) **Scope of Work.** Refers to a specific job which shall be ordered by an individual task order.
- n) **Tactical Infrastructure (TI).** TI are physical components designed to assist the Border Patrol in securing the border. These components include but are not limited to wall, fence, roads, gates, bridges, lights, boat ramps, and grates. TI facilitates deterrents and acts as an impediment that slows, delays, contains and serves an obstacle to illicit cross-border activities.
- o) **Task Order.** "Task order" means an order for services placed against an established contract or with Government sources.
- p) **Telecommunications Towers.** Towers ranging from 80 feet to several hundred feet used by CBP to provide tactical communications for Border Patrol command and control and safety. Towers shall include a shelter for equipment as well as a power supply, in some cases requiring solar power where electrical service is not available.
- q) **Wall.** An 18-30 ft. tall barrier designed to prevent illegal entry and drug trafficking.

ARTICLE C.6 – SCOPE OF WORK – DESIGN-BUILD PLANNING SERVICES

For Design-Build requirements, the Contractor shall provide Architectural and Engineering (A-E) planning services. A-E services that are not part of a design-build requirement are not allowed under this contract. The Contractor is required to provide detailed surveying, site layout work, shop drawings, drawings and sketches, drawings detail expansion, engineering calculations, and other related work as required to properly prepare and accomplish all design-build work. The Design-Build Contractor shall be responsible for the coordination of design, engineering and construction disciplines in order to fulfill the requirements of this contract and to provide for a complete, integrated and functional design. All below grade utility crossings or other above or below grade interferences shall be coordinated, with any conflicts resolved, by the Contractor prior to start of construction. Construction documents shall be sufficient to afford a clear understanding of the construction work required. The work shall be organized in a manner that shall assure thorough coordination between the various details on the drawings and between the drawings and the specifications. The Contractor shall cross-check all work and certify that all conflicts have been reconciled. These guidelines establish the minimum level of quality and CBP-specific requirements for all design and construction projects at CBP. The minimum requirements in

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this document, as modified by project-specific variances, shall be thoroughly coordinated and reflected in the drawings and specifications. The Contractor shall also comply with the latest edition of all applicable national building codes and regulations. The degree of work may vary depending on the complexity of individual projects. Project record drawings are not considered A-E planning services. Record drawings shall be provided upon the completion of every task order.

Computer-Aided Drafting and Design. Drawings shall be prepared using the latest AutoCAD release. The drawing submission shall include hard copy and electronic documents. Quantity, size and format to be specified in task order.

Plans and Specifications. The A-E shall develop project-specific plans and specifications. The A-E shall develop the new specification using the latest version of the AIA (American Institute of Architects) Master specs as the baseline. Provide ten (10) hardcopy and electronic version in Microsoft Word and Adobe PDF. Quantity, size and format (including pdf) to be specified, as applicable, in each task order.

ARTICLE C.7 – SCOPE OF WORK – CONSTRUCTION SERVICES

Specifications shall be provided to the Contractor and shall be utilized under this contract, unless otherwise directed by the Contracting Officer.

The Contractor shall be responsible for, but not limited to, the following services:

- 1) Construction services. Construction services shall be provided in response to individual task orders. The work described herein extends beyond the conventional, single project construction concept in that it may involve the planning, scheduling, coordination, procuring, and installation of a fluctuating series of related tasks.
- 2) Work and Services. The work to be performed under this contract shall include furnishing all labor, materials, supervision, coordination, miscellaneous equipment and materials required for full and complete execution of the work as defined herein and the attached standard details.
- 3) The Contractor shall perform all management, supervision, and other administrative activities necessary to assure performance in strict compliance with the terms and conditions of this contract.
- 4) The Contractor shall provide all labor, materials, equipment, supplies, permits, fees, and consultant services required to construct and install the border wall and associated tactical infrastructure including but not necessarily limited to access roads, patrol roads, fiber optics cable, drainage structures, border lighting, and tactical communication towers.
- 5) The Contractor shall be responsible for the professional quality, code compliance, technical accuracy and coordination of all designs, drawings, specifications and other documents or publications upon which the construction is based.
- 6) All survey work performed by the Contractor, including but not limited to construction staking, topographic survey, and as-built drawings, during the design and construction shall be performed under the direction of a licensed professional Surveyor.
- 7) All construction required of the Contractor to complete the construction of the prototype and resulting task orders (if any), as well as any associated tactical infrastructure and technology insertions or add-ons, shall be in accordance with the criteria contained herein using industry

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standard materials and efficient practices. The Contractor shall buy materials and equipment accepted within the construction industry. The materials selected shall be of high quality, durable and easily maintained.

- 8) Beginning on the date of Notice to Proceed (NTP) on this contract, the Contractor shall be continuously available to Custom and Border Protection's representatives for response to requests for information, discussion of contract performance, and other contract administration activities such as billing or payment, etc.
- 9) The Contractor shall be responsible for the coordination of all Sub-Contractors required to complete construction.
- 10) The Contractor shall adhere to all construction related Best Management Practices (BMPs) identified by CBP in each Task Order Award. BMPs outline the Government's requirements for meeting all environmental considerations in the construction area. The Contractor shall be required to participate in CBP-provided BMP awareness training at the kickoff of the project. CBP shall conduct routine monitoring of BMP implementation during construction activities. The Contractor shall be required to immediately correct any non-compliant BMP upon notification by CBP.
- 11) Neither the Contractor, nor the Contractor's representatives, shall release any report, data, specification, photograph, cost estimate, nor other information in any form obtained or prepared under this contract without prior written approval of the Contracting Officer.
- 12) Upon completion of any construction project awarded under the IDIQ, the Contractor shall submit Final As-Built Drawings and Specifications. Other construction records, including requests for information (RFI) and QA/QC documents, shall be submitted in Adobe Acrobat PDF format.
- 13) Record Documents. During the progress of the job, the Contractor shall keep a careful record at the job site of all changes and corrections from the layouts shown on the drawings. The Contractor shall enter such changes and corrections on contract record drawings and shall indicate, in addition to all changes and corrections, the actual location of all sub-surface utility lines. In order that the location of the lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface fixtures, the end of each run, and each change in direction. Valve, splice boxes, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded. At the time of final acceptance of each structure or facility involved under the contract, the Contractor shall submit to the Contracting Officer record documents.
- 14) Record of Materials. The Contractor is required to furnish a record of materials used in the construction upon completion of each task order. The deadline for submission of the record of materials will be specified at the task order level. Submission of this data is a condition for final payment. Where several manufacturers' brands, types, or classes of the item listed have been used in the project, the specific areas where each item was used shall be designated. Designation shall key to the areas and spaces depicted on the record drawings.
- 15) Contractor's Management and Supervision. The Contractor shall provide and maintain a professional staff for the management and supervision of all task orders. The Contractor is

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solely responsible for obtaining any other services deemed necessary for effective execution of task orders.

ARTICLE C.8 – DESIGN AND CONSTRUCTION SCHEDULE

Within seven (7) calendar days of receipt of any task order award (including the prototype task order), the Contractor shall submit a proposed design and/or construction schedule for review and approval by the Contracting Officer's Representative. The schedule shall be approved in writing by the Contracting Officer's Representative before any work is started. The schedule shall be prepared in Critical Path Method (CPM) – program based format following the outline of the component divisions and subsections of the project specifications. The schedule shall be prepared in Primavera (or equivalent scheduling software) in sufficient size and detail to clearly indicate the following:

The schedule shall include the proposed sequence of design and construction including required phasing of the work the design and construction submissions (e.g. design submissions, shop drawings, samples, and other submittal information). This should include projected submittal approval dates (allow ten (10) working days for review) and material delivery dates. Contractor shall provide Work Breakdown Schedule (WBS) for approval which shall include the activity identification system for labeling all work activities. Costs assigned to all activities shall equal the contract value, including material and equipment.

The Project Schedule shall include time scaled network diagrams; computer generated mathematical analysis reports, and associated reports as required by this Specification section. The mathematical analysis reports shall include, at a minimum, the following information:

- 1) Activity number(s) and descriptions;
- 2) All WBS codes;
- 3) Original and remaining durations for each activity;
- 4) Early start by calendar date;
- 5) Early finish by calendar date;
- 6) Late start by calendar date;
- 7) Late finish by calendar date;
- 8) Actual start by calendar date;
- 9) Actual finish by calendar date
- 10) Total float in work days;
- 11) Monetary value of each activity;
- 12) Percentage of activity complete linked to remaining duration;
- 13) Contractors earnings, based on the Contractors reported portion of activities completed and accepted; and
- 14) Imposed constraints.

All requirements shall be specified on a task order basis.

ARTICLE C.9 – CONTRACTOR QUALITY CONTROL (CQC) PROGRAM

A general description of the CQC Program shall be available for CBP review during the pre-award survey. Two copies of the complete CQC Program shall be provided to the Contracting Officer for review and approval within thirty (30) calendar days after award of the master contract and as changes are made thereafter. The program shall include:

- 1) A quality control inspection system covering all contract services. It must specify areas to be inspected on both a scheduled or unscheduled basis and how inspections are to be conducted.

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- 2) The name(s) and qualifications of the individual(s) tasked to perform the quality control inspections, and the extent of their authority.
- 3) A method for identifying deficiencies in the quality of services performed and taking corrective action before the level of performance becomes mandatory.

A file of all Quality Control Inspections, Inspection results, and any corrective action required, shall be maintained by the Contractors throughout the term of this contract. This file shall be the property of the CBP and shall be made available to the Contracting Officer within one (1) hour of request. The file shall be turned over to the Contracting Officer within five (5) calendar days after completion/termination of the task order and prior to final payment.

ARTICLE C.10 KEY PERSONNEL

The Contractor shall provide key personnel as defined below.

Construction Superintendent:

Coordinates and oversees completion of the construction of the project. Manages the site for the Contractor and serves as field point of contact for the construction effort. Provides construction reports as per this statement of work. Coordinates scheduling of site activities with Government Project Manager and site representatives. The credentials of the proposed Construction Superintendent(s) will be reviewed to ensure they have at least ten (10) years of experience on construction projects. Provides list of employees in time to complete vetting and ensures only CBP vetted personnel are on job site.

Project Manager:

Coordinate and oversee completion of activities in all phases of the project. Manages the entire project and serves as the main contact for the Government for the project design and construction effort. Integrates and coordinates the project with design and field personnel. Ensures site personnel work with Government project team for scheduling of deliveries and construction activities. The credentials of the proposed Project Manager will be reviewed to ensure they have a technical degree and/or equivalent experience, and at least five (5) years of experience on construction projects. The credentials of the proposed Project Manager will be reviewed to ensure they have a bachelor's degree in engineering or related technical field or business/management. Additionally, a minimum of 5 years post-graduate experience managing and supervising construction projects is required.

Lead Designer:

Serves as design lead for project. Primary design contact to Government to provide all information requested to satisfy design requirements. Must be a licensed professional engineer. Ensures design meets or exceeds all government requirements. The credentials of the proposed Lead Designer will be reviewed to ensure they are a registered professional engineer and/or licensed Architect. Professional Registration and/or Licensing is required in California, Texas, New Mexico, and Arizona are preferred as well.

ARTICLE C.11 SECURITY

It shall be the Contractor's responsibility to furnish its own security for personnel and to safeguard its equipment during the entire project lifecycle. This shall include, but not be limited to, the actual project sites and/or staging areas and storage facilities. The Contractor shall install temporary chain link fencing with barbed wire to deter vandalism to the structures when no work is taking place. The U.S. Customs and Border Protection will not provide security for the Contractor, its equipment, or its materials.

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As part of the security requirement, the Contractor shall be responsible for the development of a Security Plan in conjunction with the Health and Safety Plan. The detailed Security Plan shall include details such as, but not limited to; "fall back positions", evacuation routines and methods, muster area, medical staff members/availability, number of security personnel, qualifications, years of experience, etc. in the event of a hostile attack. This plan shall be reviewed by the CBP Contracting Officer's Representative for inspection and final acceptance prior to construction activities. The Contractor shall bring three (3) copies of the security plan to the pre-construction conference.

Additional Security requirements may be required in future task orders.

The Contractor shall be responsible for submitting a list of all personnel required at the jobsites for verification by CBP prior to conducting activities. Activities include, but are not limited to; site investigations, surveys, and construction. No employee shall be allowed on site until screened and checked for criminal history and proper immigration status. Any personnel having questionable history/backgrounds shall be rejected and not authorized to enter the jobsite. This list marked "CONFIDENTIAL" shall be submitted to the Contracting Officer for forwarding to Border Patrol personnel.

To facilitate the screening and checking of each employee entering in or working on Federal property, the General Contractor shall submit:

- The individual's full name
- Company Name
- Date of Birth (DOB)
- Social Security Number
- Driver's License and/or State Identification Number
- Place of Birth (POB)

After submission of requirements stated above, the Contractor shall proceed with all work unless further notified by the Government.

Employee Identification Badges: Contractor personnel shall wear visible Contractor-furnished employee identification badges while physically on the construction site. Each badge shall include, as a minimum, the company name, employee name, photograph of employee, Contract Title, Contract Number, and the expiration date of the badge.

D) Reporting of New and Departing Employees

The Contractor shall notify the Contracting Officer Representative (COR) and Contracting Officer within five (5) working days of staffing changes.

- i. New Employees: Provide The individual's full name, Company Name, Date of Birth (DOB), Social Security Number, Driver's License and/or State Identification Number, Place of Birth (POB)
 - ii. Departing Employees: Provide the name and position title

C.11.1 Prototype Site Security

The Contractor shall ensure all personnel employed on the construction activity become familiar with and obey construction regulations including safety, fire, traffic and security regulations. The Contractor shall also ensure all personnel keep within the limits of its designated worksite and avenues of ingress and egress. Ingress and egress of Contractor vehicles at the construction site is limited to the Contractor's gate. Hard hats must be worn in designated areas. No personnel shall enter any restricted areas unless required to do so and until cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification.

SOLID CONCRETE BORDER WALL DESIGN/BUILD IDIQ CONTRACT

ARTICLE C.12 REPORTING REQUIREMENTS

1) TECHNICAL PROGRESS REPORTS

In addition to the required reports set forth elsewhere in this Statement of Work, the preparation and submission of regularly recurring Technical Progress Reports shall be required in any contract resulting from this solicitation. These reports shall require descriptive information about the activities under taken during the reporting period and shall require information about planned activities for future reporting periods. The frequency and specific content of these reports shall be determined prior to contract award for monitoring of the overall IDIQ contract and on a task order basis for each awarded task basis.

For proposal preparation purposes only, it is estimated that in addition to the required electronic version(s) five (5) hard copies of these reports shall be required as follows:

- ☒ Weekly
- ☐ Quarterly
- ☐ Semi-Annually
- ☐ Annually
- ☐ Annually (with a requirement for a Draft Annual Report)
- ☒ Final - Upon final completion of each task order
- ☒ Final - Upon final completion of the contract (with a requirement for a Draft Final Report)

2) OTHER REPORTS/DELIVERABLES

All required reports and deliverables shall be specified in each task order issued by the Government.

ARTICLE C.13 SPECIAL CONSIDERATIONS

Neither the Contractor nor any subcontractor or representative thereof shall release or publish any sketch, photograph, report or other material of any nature derived or prepared under any resulting task order without specific written permission of the Contracting Officer except as specifically provided in the SOW.

Copyright shall not be claimed by the Contractor for any materials produced under any resulting task order. All such materials are to remain within the public domain.

The Contractor and those in its employ may not, during the term of the agreement, present reports of research from this project to various professional societies and publications. Abstracts and copies of these reports, presentations, or articles utilizing work sponsored by any resulting task order shall be provided to the Contracting Officer for approval prior to publication or presentation.

In the event the Contractor encounters problems in fulfilling performance requirements, or when difficulties are anticipated in complying with any task order schedule or dates, or whenever the Contractor has knowledge a potential situation is delaying or threatening to delay timely performance

SOLID CONCRETE BORDER WALL DESIGN/BUILD IDIQ CONTRACT

of tasks, the Contractor shall immediately notify the Contracting Officer by phone and in writing noting all relevant details.

The Government requires unlimited rights in any material first produced in the performance of this Contract, in accordance with the FAR clause at 52.227-17. In addition, for any material first produced in the performance of this contract, the materials may be shared with other agencies or contractors during the period of performance of any resulting task order, or after its termination. For any subcontractors or teaming partners, the Contractor shall ensure at proposal submission that the subcontractors and /or teaming partners are willing to provide the data rights required under any resulting task order.

END OF STATEMENT OF WORK

Attachment #2:

Supporting Price Details Spreadsheets

TO BE PROVIDED TO OFFERORS INVITED TO
PARTICIPATE IN PHASE II

Attachment #3:

Past Performance Reference Questionnaire

DHS CBP PAST PERFORMANCE QUESTIONNAIRE (Form PPQ)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name:

CAGE Code:

Address:

DUNs

Phone Number:

Email Address:

Point of Contact:

Contact Phone Number:

2. Work Performed as: ☐ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)

Percent of project work performed:

If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number:

Delivery/Task Order Number (if applicable):

Contract Type: ☐ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):

Contract Title:

Award Date (mm/dd/yy):

Contract Completion Date (mm/dd/yy):

Actual Completion Date (mm/dd/yy):

Original Contract Price (Award Amount):

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

4. Project Description:

Complexity of Work ☐ High ☐ Med ☐ Routine How is this project relevant to project of submission?

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name:

Title:

Phone Number:

Email Address:

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

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

8. Client's Signature:

Contractor Information (Firm Name):

Client Information (Name):

TO BE COMPLETED BY CLIENT

Meaning of Numbers: 1=Unacceptable, 2=Poor, 3=Acceptable, 4=Good, 5=Excellent
When numbers are given after a question, please circle the one that best applies.

1. QUALITY:	
a) Quality of technical data/report preparation efforts	1 2 3 4 5
b) Ability to meet quality standards specified for technical performance	1 2 3 4 5
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	1 2 3 4 5
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	1 2 3 4 5
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	1 2 3 4 5
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	1 2 3 4 5
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	1 2 3 4 5
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	1 2 3 4 5
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	1 2 3 4 5
d) Overall customer satisfaction	1 2 3 4 5
4. MANAGEMENT/ PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	1 2 3 4 5
b) Ability to hire, apply, and retain a qualified workforce to this effort	1 2 3 4 5
c) Government Property Control	1 2 3 4 5
d) Knowledge/expertise demonstrated by contractor personnel	1 2 3 4 5
e) Utilization of Small Business concerns	1 2 3 4 5
f) Ability to simultaneously manage multiple projects with multiple disciplines	1 2 3 4 5
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	1 2 3 4 5
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	1 2 3 4 5
5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	1 2 3 4 5

Contractor Information (Firm Name):

Client Information (Name):

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	1	2	3	4	5
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	1	2	3	4	5
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes		No		
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes		No		
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes		No		
6. SAFETY/SECURITY					
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	1	2	3	4	5
b) Contractor complied with all security requirements for the project and personnel security requirements.	1	2	3	4	5
7. GENERAL					
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	1	2	3	4	5
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	1	2	3	4	5
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	Yes		No		
d) In summary, provide an overall rating for the work performed by this contractor.	1	2	3	4	5

Please provide responses to the questions above (if applicable) and/or additional remarks. (please attach additional pages if necessary):

Attachment #4:

CBP Subcontracting Plan Template

EXHIBIT ■ SMALL BUSINESS SUBCONTRACTING PLAN TEMPLATE

U.S. CUSTOMS AND BORDER PROTECTION (CBP) SMALL, HUBZone SMALL, SMALL DISADVANTAGED, WOMEN-OWNED VETERAN-OWNED SMALL BUSINESS & SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN OUTLINE

The following outline meets the minimum requirements of Public Law 95-507 and the Federal Acquisition Regulation (FAR) Subparts 19.7. It is intended to be a guideline. It is not intended to replace any existing corporate plan which is more extensive. If assistance is needed to locate small business sources, contact the U.S. Customs and Border Protection (CBP) Small Business Specialist, Mr. Herman T. Shivers (202) 344-2895.

Please note that CBP has subcontracting goals of ■% for small business, ■% for HUBZONE small business, ■% for small disadvantaged business, ■% for women-owned small business and a ■% goal for Service Disabled Veteran-Owned (a subset of veteran owned small businesses) concerns for fiscal year 2016 -2017.

Identification Data:

Company Name: _____

Address: _____

Date Prepared: _____ Solicitation Number: _____

Item/Service: _____

Place of Performance: _____

1. TYPE OF PLAN: (Check only one).

_____ INDIVIDUAL PLAN: *In this type of plan all elements are developed specifically for this contract and are applicable for the full term of this contract.*

_____ MASTER PLAN: *In this type of plan, goals are developed for this contract; all other elements are standard. The master plan must be approved every three (3) years. Once incorporated into a contract with specific goals, it is valid for the life of the contract.*

_____ COMMERCIAL PLAN: *This type of plan is used when the contractor sells products and services customarily used for nongovernment purposes. Plan/goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during year approved. The contractor must provide a copy of the initial agency approval,*

2. GOALS:

FAR 19.704(a) (1) requires separate dollar and percentage goals for using small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small

business and veteran-owned small business concerns as subcontractors for the base year and each option year. (Please note that the goals for HUBZONE small business, small disadvantaged business, women-owned small business, and veteran-owned small business concerns are subsets of the small business goal).

A. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this contract is:

Please fill out Exhibit 12b, Small Business Subcontracting Plan Data Sheet.

B. Estimated dollar value* and percentage of planned subcontracting to small business concerns is: (*This figure includes the amount in C., D., E., and F. below.)

Please fill out Exhibit 12b, Small Business Subcontracting Plan Data Sheet.

C. Estimated dollar value and percentage of planned subcontracting to HUBZone small business concerns are:

Please fill out Exhibit 12b, Small Business Subcontracting Plan Data Sheet.

D. Estimated dollar value and percentage of planned subcontracting to small disadvantage business concerns is:

Please fill out Exhibit 12b, Small Business Subcontracting Plan Data Sheet.

E. Estimated dollar value and percentage of planned subcontracting to small women-owned business concerns is:

Please fill out Exhibit 12b, Small Business Subcontracting Plan Data Sheet.

F. Estimated dollar value and percentage of planned subcontracting to veteran-owned small business concerns is:

Please fill out Exhibit 12b, Small Business Subcontracting Plan Data Sheet.

G. Supplies and/or services to be subcontracted under this contract, business size (i.e., SB, HUBZone, SDB, WOSB, VOSB and LB), and the estimated dollar expenditure, are: (Check all that apply).

SUPPLY/ SERVICE	COMPANY NAME (IF KNOWN)	BUSINESS SIZE (SB, HUBZone, SDB, VOSB, LB)	DOLLAR AMOUNT
--------------------	-------------------------------	---	------------------

- [illegible]

- Included in the dollar and percentage subcontracting goals stated above. (Check one.)

-
-
-
-
-
-

FAR 19.704 (a) (7) required information about the company employee who will administer the subcontracting program. Please provide the name, title address, phone number, position within the corporate structure and the duties of that employee.

BW1 FOIA CBP 010640

Title:
Address:
Telephone:
Position:

Duties: Does the individual perform the following? (If NO is checked, please indicate who in the company performs those duties, or indicate why the duties are not performed in your company).

- A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business concerns.
- _____ YES _____ NO
- B. Developing and maintaining bidders' lists of small, HUBZone small, small disadvantage, women-owned small, and veteran-owned small business concerns from all possible sources.
- _____ YES _____ NO
- C. Ensuring periodic rotation of potential subcontractors on bidders' lists.
- _____ YES _____ NO
- D. Assuring that small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small businesses are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
- _____ YES _____ NO
- E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, HUBZone small, small disadvantage, women-owned small, and veteran-owned small businesses.
- _____ YES _____ NO
- F. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business participation.
- _____ YES _____ NO
- G. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by small, HUBZone small, small disadvantage, women-owned small, and veteran-owned small business concerns.
- _____ YES _____ NO
- H. Overseeing the establishment and maintenance of contract and subcontract award

records.

_____YES _____NO

- I. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

_____YES _____NO

- J. Directly or indirectly counseling small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business concerns on subcontracting opportunities and how to prepare responsive bids to the company.

_____YES _____NO

- K. Providing notice to subcontractors concerning penalties for misrepresentations of business status as small, HUBZone small, small disadvantage, women-owned small, or veteran-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.

_____YES _____NO

- L. Conducting or arranging training for purchasing personnel regarding the intent and impact of Public Law 95-907 on purchasing procedures.

_____YES _____NO

- M. Developing and maintaining an incentive program for buyers which supports the subcontracting program.

_____YES _____NO

- N. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.

_____YES _____NO

- O. Preparing and submitting timely reports.

_____YES _____NO

- P. Coordinating the company's activities during compliance reviews by Federal agencies.

_____ YES _____ NO

4. EQUITABLE OPPORTUNITY:

FAR 19.704 (a) (8) requires a description of the efforts your company will make to ensure that small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts. (Check all that apply.)

- a. Outreach efforts to obtain sources:

_____ Contacting minority and small business trade associations
_____ Contacting business development organizations
_____ Attending small and minority business procurement conferences and trade fairs
_____ Finding sources from the Small Business Administration's Procurement Network (ProNet)

- b. Internal efforts to guide and encourage purchasing personnel:

_____ Presenting workshops, seminars and training programs
_____ Establishing, maintaining and using small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business source lists, guides and other data for soliciting subcontracts
_____ Monitoring activities to evaluate compliance with the subcontracting plan

- c. Additional efforts: (Please describe.)

5. CLAUSE INCLUSIONS AND FLOW DOWN:

Far 19.704 (A) (9) requires that your company include FAR 52.219-8, "Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. Your company must require all subcontractors, except small business concerns, that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) to adopt and comply with a plan similar to the plan required by FAR 52.219.9, "Small Business Subcontracting Plan."

Your company agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals for small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business concerns must be

determined on a case-by-case basis depending on the supplies and services involved, the availability of potential small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business subcontractors and prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports, including the Electronic Subcontracting Reporting System (eSRS), at <http://www.esrs.gov>).

6. REPORTING AND COOPERATION

FAR 19.704(a) (10) requires that your company (1) cooperate in any studies or surveys as may be required, (2) submit periodic reports into eSRS which show compliance with the subcontracting plan; (3) submit Individual Subcontracting Report (ISR), and Summary Subcontract Report (SSR), in accordance with Class Deviation from FAR dated March 8, 2006; and (4) ensure that subcontractors agree to submit the ISR and SSR into eSRS. The cognizant Contracting Officer of CBP must receive the reports (within 30 days after the close of each calendar period. That is:

<u>Calendar Period</u>	<u>Report Due</u>	<u>Date Due</u>	<u>Send Report To</u>
10/01 – 03/31	ISR	04/30	Contracting Officer
04/01 – 09/30	ISR	10/30	Contracting Officer
10/01 – 09/30	ISR	10/30	Contracting Officer

7. RECORDKEEPING:

FAR 19.704 (a) (11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. (Check all that apply.) (If NO is checked, please indicate why these types of records are not maintained).

A. *Small, small disadvantaged, women-owned small, HUBZone small, veteran-owned small business concern source lists, guides, and other data identifying such vendors.*

_____ YES _____ NO

B. *Organizations contracted for small, small disadvantaged, women-owned small, HUBZone small, veteran-owned small and service disabled veteran-owned small business sources.*

_____ YES _____ NO

C. *On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether women-owned small business concerns were solicited, and if not, why not; (4) whether HUBZone small business concerns were solicited, and if not, why not; (5) whether veteran-owned small business concerns were solicited, and if not, why not; (6) whether service disabled veteran-owned small businesses were solicited, and if not, why not; and (7) reasons for the failure of solicited small,*

small disadvantaged, women-owned small, HUBZone small, veteran-owned small, and service disabled veteran-owned small business concerns to receive the subcontract award..

_____ YES _____ NO

D. *Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conference and trade fairs.*

_____ YES _____ NO

E. *Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.*

_____ YES _____ NO

F. *On a contract-by-contract basis, records to support subcontract award data including the name, address and business size and ownership status (SDB, WOB, HUBZone, VOSB, SDVOSB, etc.) of each subcontractor. (This item is not required for company or division-wide commercial plans.)*

_____ YES _____ NO

G. *Other records to support your compliance with the subcontracting plan: (Please describe)*

8. TIMELY PAYMENT TO SUBCONTRACTORS

FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontract with small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns, and service disabled veteran-owned small business concerns.

Your company has established and uses such procedures:

_____ YES _____ NO

9. DESCRIPTION OF GOOD FAITH EFFORT

Maximum practicable utilization of small, small disadvantaged women-owned small, HUBZone small, veteran-owned small, and service disabled veteran-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S. C. 637 (d) (4) (F) directs that liquidated damages shall be paid by the contractor. In order to demonstrate your compliance with a good faith effort to achieve the small, small disadvantaged, women-owned small, HUBZone small, veteran-owned small, and service disabled veteran-owned small business subcontracting goals, **outline the steps your company plans to take.** These steps will be negotiated with the contracting officer prior to approval of the plan.

10. SIGNATURES REQUIRED

This subcontracting plan was SUBMITTED by:

Signature:

Typed Name:

Title:

Date:

This subcontracting plan was REVIEWED by:

Signature:

Typed Name:

Title: Contracting Officer

Date:

This subcontracting plan was REVIEWED by:

Signature:

Typed Name:

Title: Small Business Specialist

Date:

This subcontracting plan was REVIEWED by:

Signature:

Typed Name:

Title: Small Business Administration - PCR

Date:

This subcontracting plan was ACCEPTED by:

Signature:

Typed Name:

Title: Contracting Officer

Date:

Attachment #5:

Wage Determination

General Decision Number: CA170001 03/03/2017 CA1

Superseded General Decision Number: CA20160001

State: California

Construction Types: Building, Heavy (Heavy and Dredging),
Highway and Residential

County: San Diego County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/27/2017
2	02/17/2017
3	02/24/2017
4	03/03/2017

ASBE0005-002 07/04/2016

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 38.37	20.13
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 26.15	17.31

ASBE0005-004 07/04/2016

Attachment #5: Wage Determination – Concrete Prototype

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 18.38	10.82

BOIL0092-003 10/01/2012		
	Rates	Fringes
BOILERMAKER.....	\$ 41.17	28.27

BRCA0004-008 11/01/2016		
	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 35.30	17.35

BRCA0018-004 06/01/2016		
	Rates	Fringes
MARBLE FINISHER.....	\$ 29.20	12.93
TILE FINISHER.....	\$ 24.53	11.08
TILE LAYER.....	\$ 35.89	9.08

BRCA0018-010 09/01/2016		
	Rates	Fringes
TERRAZZO FINISHER.....	\$ 28.53	12.27
TERRAZZO WORKER/SETTER....	\$ 35.57	13.14

CARP0409-002 07/01/2008		
	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender...	\$ 299.84	9.82

Attachment #5: Wage Determination – Concrete Prototype

Amounts in "Rates" column are per day

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

CARP0547-001 07/01/2016

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 37.28	10.58
(2) Commercial Building....	\$ 32.30	10.58
(3) Heavy & Highway.....	\$ 37.15	10.58
(4) Residential Carpenter..	\$ 25.84	10.58
(5) Residential Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 40.70	17.03
PILEDRIVERMAN.....	\$ 37.28	10.58

CARP0547-002 07/01/2009

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...	\$ 21.00	8.58
Drywall Stocker/Scraper...	\$ 11.00	6.67
(2) All other work		
Drywall Installer/Lather...	\$ 27.35	9.58
Drywall Stocker/Scraper...	\$ 11.00	6.67

ELEC0569-001 10/01/2016

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 47.72	3%+12.63
Electrician.....	\$ 46.97	3%+12.63
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 42.50	3%+12.63
Electrician.....	\$ 41.75	3%+12.63

Attachment #5: Wage Determination – Concrete Prototype

ELEC0569-004 06/01/2015

	Rates	Fringes
ELECTRICIAN (Sound & Communications Sound Technician).....	\$ 29.55	11.92
SOUND TECHNICIAN: Terminating, operating and performing final check-out		

ELEC0569-005 06/06/2016

	Rates	Fringes
Sound & Communications Sound Technician.....	\$ 30.22	12.21
SOUND TECHNICIAN: Terminating, operating and performing final check-out		

* ELEC0569-006 10/01/2016

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....	\$ 29.50	8.31
Utility Technician #2.....	\$ 24.65	8.16

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV and communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

Attachment #5: Wage Determination – Concrete Prototype

ELEC0569-008 06/06/2016

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 31.69	3%+6.61

ELEC1245-001 06/01/2015

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 52.85	15.53
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 42.21	14.32
(3) Groundman.....	\$ 32.28	14.03
(4) Powderman.....	\$ 47.19	14.60

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 52.21	31.585

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2016

Attachment #5: Wage Determination – Concrete Prototype

OPERATOR: Power Equipment
(All Other Work)

	Rates	Fringes
GROUP 1.....	\$ 39.95	23.35
GROUP 2.....	\$ 40.73	23.35
GROUP 3.....	\$ 41.02	23.35
GROUP 4.....	\$ 42.51	23.35
GROUP 5.....	\$ 41.86	23.35
GROUP 6.....	\$ 41.83	23.35
GROUP 8.....	\$ 42.84	23.35
GROUP 9.....	\$ 42.19	23.35
GROUP 10.....	\$ 42.96	23.35
GROUP 11.....	\$ 42.31	23.35
GROUP 12.....	\$ 43.13	23.35
GROUP 13.....	\$ 43.23	23.35
GROUP 14.....	\$ 43.26	23.35
GROUP 15.....	\$ 43.34	23.35
GROUP 16.....	\$ 43.46	23.35
GROUP 17.....	\$ 43.63	23.35
GROUP 18.....	\$ 43.73	23.35
GROUP 19.....	\$ 43.84	23.35
GROUP 20.....	\$ 43.96	23.35
GROUP 21.....	\$ 44.13	23.35
GROUP 22.....	\$ 44.23	23.35
GROUP 23.....	\$ 44.34	23.35
GROUP 24.....	\$ 44.46	23.35
GROUP 25.....	\$ 44.63	23.35

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 43.20	22.15
GROUP 2.....	\$ 43.98	22.15
GROUP 3.....	\$ 44.27	22.15
GROUP 4.....	\$ 44.41	22.15
GROUP 5.....	\$ 44.63	22.15
GROUP 6.....	\$ 44.74	22.15
GROUP 7.....	\$ 44.86	22.15
GROUP 8.....	\$ 45.03	22.15
GROUP 9.....	\$ 45.20	22.15
GROUP 10.....	\$ 46.20	22.15
GROUP 11.....	\$ 47.20	22.15
GROUP 12.....	\$ 48.20	22.15
GROUP 13.....	\$ 49.20	22.15

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35
GROUP 3.....	\$ 42.87	23.35
GROUP 4.....	\$ 43.01	23.35
GROUP 5.....	\$ 43.23	23.35
GROUP 6.....	\$ 43.34	23.35

Attachment #5: Wage Determination – Concrete Prototype

GROUP 7.....\$ 43.46 23.35

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling

Attachment #5: Wage Determination – Concrete Prototype

(above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator;

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Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

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GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrappers, belly dumps and similar types in any combination, excluding compaction units -

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single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired

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earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to

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and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

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GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

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That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point

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which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

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	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 28.33	20.64
Ornamental, Reinforcing and Structural.....	\$ 34.75	29.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

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Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0089-001 07/18/2016

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 29.42	19.78
Group 2.....	.\$ 30.10	19.78
Group 3.....	\$ 30.81	19.78
Group 4.....	\$ 31.61	19.78
Group 5.....	\$ 33.54	19.78
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 27.32	18.11
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).	.\$ 26.03	18.11

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominiums - excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man,

Attachment #5: Wage Determination – Concrete Prototype

top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh piling-all concrete pouring operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the chute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demolition); Guinea chaser; Headboard man-asphalt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiprap, stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellow

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, multi-plate; Kettlemen, potmen and men applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibrating machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, asphalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or

Attachment #5: Wage Determination – Concrete Prototype

non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller-all power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power.

LABO0089-002 11/01/2016

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 29.62	15.89

LABO0089-004 07/03/2016

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 30.54	17.89
Group 2.....	\$ 31.00	17.89
Group 3.....	\$ 31.41	17.89
Group 4.....	\$ 32.25	17.89
Group 5.....	\$ 36.37	17.89

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls,

Attachment #5: Wage Determination – Concrete Prototype

floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-klold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, m makeing of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48

Attachment #5: Wage Determination – Concrete Prototype

inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prefabricated Manhole Installer, Sandblast Nozzleman (Water Blasting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

LABO0300-005 01/01/2017

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 31.88	16.82

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO1184-001 07/04/2016

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 33.65	13.95
(2) Vehicle Operator/Hauler.	\$ 33.82	13.95
(3) Horizontal Directional		

Attachment #5: Wage Determination – Concrete Prototype

Drill Operator.....	\$ 35.67	13.95
(4) Electronic Tracking		
Locator.....	\$ 37.67	13.95
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 34.86	17.03
GROUP 2.....	\$ 36.16	17.03
GROUP 3.....	\$ 38.17	17.03
GROUP 4.....	\$ 39.91	17.03

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1414-003 08/03/2016

Rates	Fringes
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LABORER

PLASTER CLEAN-UP LABORER....	\$ 31.60	19.28
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Attachment #5: Wage Determination – Concrete Prototype

PLASTER TENDER.....\$ 34.15 19.28

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:

Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2015

Rates Fringes

Painters: (Including Lead Abatement)

(1) Repaint (excludes San Diego County).....\$ 27.29 12.83
(2) All Other Work.....\$ 30.72 12.83

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-010 10/01/2015

Rates Fringes

DRYWALL FINISHER/TAPER

(1) Building & Heavy Construction.....\$ 27.84 15.20
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....\$ 21.00 13.91

PAIN0036-012 10/01/2016

Rates Fringes

GLAZIER.....\$ 41.55 11.93

PAIN0036-019 01/01/2017

Attachment #5: Wage Determination – Concrete Prototype

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 28.77	13.31

PLAS0200-005 08/06/2015

	Rates	Fringes
PLASTERER.....	\$ 38.44	13.77

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS
BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional
per hour.

PLAS0500-001 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 23.84	21.17
GROUP 2.....	\$ 25.49	21.17
GROUP 3.....	\$ 27.57	21.17

CEMENT MASONS - work inside the building line, meeting the
following criteria:

GROUP 1: Residential wood frame project of any size; work
classified as Type III, IV or Type V construction;
interior tenant improvement work regardless the size of the
project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

PLUM0016-006 07/01/2016

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton.....	\$ 51.69	21.41
Plumber and Pipefitter		
All other work except		
work on new additions and		
remodeling of bars,		
restaurant, stores and		
commercial buildings not		

Attachment #5: Wage Determination – Concrete Prototype

to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 47.19	21.41
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 45.73	20.43
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 35.69	18.76

PLUM0016-011 07/01/2016		
	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 38.17	17.33

PLUM0345-001 07/01/2014		
	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.	\$ 29.27	19.75
Sewer & Storm Drain Work...	\$ 33.24	17.13

ROOF0045-001 07/01/2014		
	Rates	Fringes
ROOFER.....	.\$ 27.73	8.12

SFCA0669-001 04/01/2016		
	Rates	Fringes
SPRINKLER FITTER.....	\$ 37.67	19.56

SHEE0206-001 07/01/2015		
	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 37.55	23.23
Except Camp Pendleton.....	\$ 35.33	23.23

Attachment #5: Wage Determination – Concrete Prototype

Sheet Metal Technician..... \$ 25.22 6.69

SHEET METAL TECHNICIAN - SCOPE:

a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

TEAM0036-001 07/04/2016

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 15.90	30.69
GROUP 2.....	\$ 23.49	30.69
GROUP 3.....	\$ 23.69	30.69
GROUP 4.....	\$ 23.89	30.69
GROUP 5.....	\$ 24.09	30.69
GROUP 6.....	\$ 24.59	30.69
GROUP 7.....	\$ 26.09	30.69

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

Attachment #5: Wage Determination – Concrete Prototype

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclids or like Equipment)

GROUP 7: Repairman

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

Attachment #5: Wage Determination – Concrete Prototype

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.

Attachment #5: Wage Determination – Concrete Prototype

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an

Attachment #5: Wage Determination – Concrete Prototype

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 DECISION

Attachment #6:

SF-24 Bid Bond

BID BOND <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB Control Number: 9000-0045 Expiration Date: 7/31/2019
Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 25 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.		
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER <i>(Specify)</i>	
		STATE OF INCORPORATION
SURETY(IES) <i>(Name and business address)</i>		

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NUMBER
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR <i>(Construction, Supplies or Services)</i>	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)					Corporate Seal
	(Seal)	(Seal)	(Seal)		
NAME(S) & TITLE(S) <i>(Typed)</i>					
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)					
NAME(S) <i>(Typed)</i>					
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)				
	NAME(S) & TITLE(S) <i>(Typed)</i>				

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

Attachment #7:

Payment and Performance Bonds

PAYMENT BOND <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	OMB Control Number: 9000-0045 Expiration Date: 7/31/2019
---	---	---

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 60 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER <i>(Specify)</i>												
	STATE OF INCORPORATION												
SURETY(IES) <i>(Name(s) and business address(es))</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center;">PENAL SUM OF BOND</th> </tr> <tr> <td style="width: 25%;">MILLION(S)</td> <td style="width: 25%;">THOUSAND(S)</td> <td style="width: 25%;">HUNDRED(S)</td> <td style="width: 25%;">CENTS</td> </tr> <tr> <td colspan="2" style="height: 40px; vertical-align: bottom;">CONTRACT DATE</td> <td colspan="2" style="height: 40px; vertical-align: bottom;">CONTRACT NUMBER</td> </tr> </table>	PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	CONTRACT DATE		CONTRACT NUMBER	
PENAL SUM OF BOND													
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS										
CONTRACT DATE		CONTRACT NUMBER											

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.	Corporate Seal	
	(Seal)	(Seal)	(Seal)		
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.			
		(Seal)	(Seal)		
NAME(S) <i>(Typed)</i>	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

 (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

 (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

PERFORMANCE BOND (See instructions on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract)	OMB Control Number: 9000-0045 Expiration Date: 7/31/2019
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Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 60 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify)			
	STATE OF INCORPORATION			
SURETY(IES) (Name(s) and business address(es))	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NUMBER	

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal-

- (a)(1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and
- (2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.
- (b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.


WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.	Corporate Seal	
	(Seal)	(Seal)	(Seal)		
NAME(S) & TITLE(S) (Typed)	1.	2.	3.		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.			
		(Seal)	(Seal)		
NAME(S) (Typed)	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS	STATE OF INCORPORATION		LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

BOND PREMIUM 	RATE PER THOUSAND (\$)	TOTAL (\$)

INSTRUCTIONS

- This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.

Attachment #8:

Project Performance Survey

CBP CONTRACTOR PERFORMANCE EVALUATION SURVEY

CONTRACTOR NAME: _____

CONTRACT NUMBER: _____

POINT OF CONTACT: _____

DELIVERY ORDER NO.: _____

1. Project Description: Complexity of Work ☐ High ☐ Medium ☐ Low

2. Please provide ratings and comments regarding the Contractor's performance in each area below using the following ratings: Excellent (3), Acceptable (2), or Unacceptable (1).

:	3	2	1
Quality of Product or Service:			
Timeliness or Scheduling of Service/Deliveries:			
Business Relations/Customer Satisfaction			
Key Personnel and Staffing (Including Subcontractors)			
Ability to meet the terms and conditions within the contractually agreed price(s)?			
Compliance with contractual terms/provisions			

3. Would you hire this contractor to provide services for your organization in the future? Please provide comments using additional pages if desired.

Signed: _____

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.		
4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER 20098235	6. PROJECT NUMBER
7. ISSUED BY CODE	8. ADDRESS OFFER TO	
Customs and Border Protection (CBP) 1331 Pennsylvania Avenue, NW National Place, Suite 1355 Washington DC, 20229	See Block #7	
9. FOR INFORMATION CALL:	a. NAME Border Wall Contracting Officer	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) BorderWallDesignBuild@cbp.dhs.gov

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

Other Border Wall Prototype Construction Design-Build, Multiple Award Indefinite Delivery/Indefinite Quantity (IDIQ) Task Order Contract (TOC)

North American Industry Classification System Code (NAICS) 236220 Commercial and Institutional Building Construction Small Business Size Standard: \$36.5M.

This IDIQ TOC is to perform associated design and construction of projects. Projects may include, but are not limited to: the design and construction of an "other" border wall prototype and various miles of border wall along the southwest border (i.e. San Diego, CA to Brownsville, TX).

The award of the Prototype meets the IDIQ minimum guarantee quantity. The minimum guarantee is applicable for the performance period of the contract and shall be obligated at the time of award. The maximum aggregate price for all individual orders awarded under the resulting IDIQ shall not exceed \$300,000,000 for the five year (5) period.

The minimum per task is estimated to be \$100,000 and the maximum order is estimated not to exceed \$275,000,000 for any order.

NOTE: All awardees of the IDIQ will be required to meet the Payment and Performance bonding requirements for each task order.

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

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES", indicate within how many calendar days after award in Item 12b.)

12b. CALENDAR DAYS

☒ YES ☐ NO

Per TO

13. ADDITIONAL SOLICITATION REQUIREMENTS:

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

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

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

d. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NUMBER (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14.)

CODE

FACILITY CODE

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

AMOUNTS

See Pricing Schedule

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ()☐ 41 U.S.C. 3304(a) ()

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
(Type or print)

31a. NAME OF CONTRACTING OFFICER (Type or print)

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. DATE

BY

STANDARD FORM 1442 (REV. 8/2014) BACK

TABLE OF CONTENTS

Section A - Continuation - Solicitation/Contract Form SF 1442 Construction Design/Build

Section B - Schedule

Section C - Description/Specification

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Section E - Inspection and Acceptance

Section F - Deliveries or Performance

Section G - Contract Administration Data

Section H - Special Contract Requirements

Section I - Contract Clauses

Section J - List of Documents, Exhibits and Other Attachments

Section K - Representation, Certifications, and Other Statement of Offerors and Respondents

Section L - Instructions, Conditions and Notices to Offerors and Respondents

Section M - Evaluation Factors for Award

Section A Continuation - Solicitation/Contract Form SF 1442 Construction Design/Build

SF1442, Block 13a: Offerors shall follow the submittal instructions in Section L of this solicitation to respond to both Phase I - Concept Papers/Request for Qualifications and Phase II - Request for Proposals.

This acquisition will result in the award of multiple IDIQ contracts for the construction of an "Other Border Wall Prototype" with the capacity to issue future task orders for construction along the American-Mexican border. This acquisition is separate and apart from solicitation HSBP1017R0022 for the "Solid Concrete Border Wall Prototype," which is for the acquisition of a prototype using solid concrete materials, in addition to future possible construction along the American-Mexican border.

The performance period of each IDIQ contract shall be five (5) years from date of award with the sum total value of all awarded contracts having a maximum order limit of \$300,000,000.

The Government will make the award of each IDIQ contract and the first task order (TO) simultaneously. The first TO award will be for the design and build of the "Other Border Wall Prototype" and Mock-ups (collectively, Prototype) in accordance with the Statement of Work. Award of the Prototype will satisfy the minimum guarantee of the IDIQ contract.

Pursuant to FAR 52.232-18, Availability of Funds, the Government's obligation under this solicitation, or any contract or TO that might result from the solicitation is entirely subject to, and contingent upon, the availability of appropriated funds. No legal liability on the part of the Government shall arise until funds are made available to the Contracting Officer and a TO is awarded by the Contracting Officer. Any offeror proposing on this solicitation does so at its own cost and with the full knowledge that a contract or TO for the Prototype project might not result from this solicitation.

After award of the IDIQ and Prototype TO, the successful IDIQ contractors will all compete for future TOs based upon the evaluation factors set forth in the TO RFPs. Only the successful IDIQ awardees shall be allowed to compete for future TOs under these IDIQs. IDIQ contract holders are expected to submit a proposal for all future TO RFPs received from the Government. However, in the event an awardee is unable to submit a proposal on a particular TO RFP, the contractor is required to notify, in writing, the Contracting Officer who issued the TO RFP within five (5) working days from receipt of the RFP. An awardee can only elect to withdraw from submitting a proposal on three (3) TO RFPs during a 365 calendar day period. Withdrawal requests in excess three (3) in a 365 calendar day period may result in the Government terminating a contractor's IDIQ contract for default.

Task and Delivery Order Ombudsman (Feb 2008)

The individual named below has been appointed as the Task and Delivery Order Ombudsman for the U.S. Customs and Border Protection (CBP).

The Task and Delivery Order Ombudsman will review complaints from contractors and ensure they are afforded a fair opportunity to be considered for task or delivery orders, consistent with the procedures contained in this indefinite quantity contract.

Name: To Be Determined (TBD) at Task Order level
Address: U.S. Customs and Border Protection
Procurement Directorate
1300 Pennsylvania Avenue, NW.
Suite 1310 National Place
Washington, D.C. 20229
Email: TBD at Task Order level

[END OF SECTION A]

Section B – Schedule

Schedule B – Pricing Schedule

The following shall only be completed by those Offerors invited to submit Phase II proposals. Please see the “Phased Evaluation Approach” instructions in Section L for further details.

Pricing shall not be provided for the Phase I concept paper/request for qualifications submission.

Phase II: “Other Border Wall Prototype”

CLIN	Description	QTY	Unit	Unit Price	CLIN Price
0001	Prototype	1	LOT	\$	\$
0002	Design (As-Built)	1	LOT	\$	\$
0003	Mock-up (including disposal)	1	LOT	\$	\$
0004	Optional CLIN – Prototype Demolition	1	LOT	\$	\$
	Total Price				\$

See Attachment#2 (Supporting Price Details Spreadsheet)

In addition to the above Schedule B, Offerors shall complete Attachment #2 (Supporting Price Details Spreadsheet) for its prototype in accordance with the pricing instructions incorporated in the attachment as part of the Phase II proposals.

Pricing information provided and evaluated during Phase II will apply only to the initial (Prototype) TO. Future TOs will be priced in accordance with TO RFPs using labor rates at or above prevailing wage determinations consistent with FAR 52.222-6.

Prototype Range

The estimated price range for the “Other Border Wall Prototype” is between \$200,000 and \$500,000.

Contract Minimum & Maximum

The Prototype TO is the minimum guarantee per IDIQ award. Each IDIQ contract will have a maximum contract value not to exceed \$300,000,000.

[END OF SECTION B]

Section C - Description/Specification

Specifications, Statement of Work, or Statement of Objectives Attached (Mar 2003)

The Specifications, Statement of Work, or Statement of Objectives which describe the work to be performed hereunder, although attached, is incorporated and made a part of this document with the same force and effect of "specifications" as described in the clause, Order of Precedence, FAR 52.215-8 incorporated herein by reference.

Description of Work:

- (a) Cost Range: the Prototype TO is the minimum guarantee per the IDIQ award requirement with each IDIQ contract having a maximum contract value not to exceed \$300,000,000.
- (b) NAICS Code: **236220**
- (c) Statement of Work: "Other Border Wall and Prototype IDIQ Design Build Contract"
- (d) The Contractor shall furnish all labor, material, equipment, supervision, etc. necessary to complete the requirements of this contract in accordance with this this solicitation/contract, and all applicable Federal, State, and Local laws, regulations, specifications, codes, certifications, etc., to whichever is most stringent.

See Attachment #1 for Statement of Work.

[END OF SECTION C]

Section D - Packaging and Marking

Packaging, Packing and Marking (Mar 2003)

Material shall be packaged, packed and marked for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination. Packages shall be clearly identified on the outer wrapping with the contract number and delivery/task order number, if applicable.

The TO RFP may provide added requirements, as applicable.

[END OF SECTION D]

Section E - Inspection and Acceptance

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-12 - Inspection of Construction (Aug 1996)

52.246-13 – Inspection-Dismantling, Demolition, or Removal of Improvements (Aug 1996)

[END OF SECTION E]

Section F - Deliveries or Performance

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.211-13 - Time Extensions (Sep 2000)

52.242-14 - Suspension of Work (Apr 1984)

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

The Contractor shall be required to:

- (a) commence work on the TO within one (1) calendar day after the date the Contractor receives the Notice to Proceed (NTP).
- (b) prosecute the work diligently, and
- (c) complete the entire work ready for use in accordance with the requirements as stated in the awarded TO.

52.211-12 - Liquidated Damages - Construction (Sept 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 as defined within the RFP (per TO – no liquidated damages identified for the initial task order; TO RFPs will identify liquidated damages for future task orders) 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.

Period of Performance (Mar 2003)

The period of performance of this contract shall be five (5) years from Date of Award. Each task order issued under this contract will include its own period of performance.

Federal Holiday Closure (Mar 2003)

The following Federal Legal Holidays are observed under this contract, and the contractor will not be able to perform work on these days. Any of the holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday:

New Year's Day – 1 st of January	Labor Day – 1 st Monday in September
Martin Luther King's Birthday - 3 rd Monday in January	Columbus Day - 2 nd Monday in October
President's Day – 3 rd Monday in February	Veterans Day – 11 th of November
Memorial Day - Last Monday in May	Thanksgiving Day – 4 th Thursday in November
Independence Day – 4 th of July	Christmas Day – 25 th of December

[END OF SECTION F]

Section G - Contract Administration Data

Contracting Officer's Authority (Mar 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract.

The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

Submission of Invoices

Copies of invoices will be submitted to the CO and COR by e-mail. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905 and the invoice shall be accompanied by a Progress Report form (sample to be provided after award or the contractor may provide an equivalent Progress Report form with approval from the CO), if applicable; and the employee wage payrolls shall be up-to-date.

Once the COR and CO approves of the submitted invoice, the contractor shall comply with the following electronic invoicing process:

Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (Jan 2016)

Payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP). Payment terms for existing contracts and orders awarded prior to April 11, 2016 remain the same. The Contractor must use IPP for contracts and orders awarded April 11, 2016 or later, and must use the non-IPP invoicing process for those contracts and orders awarded prior to April 11, 2016.

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP:

1. Hard Copy of the Invoice

Note: If applicable, all Davis Bacon Payrolls must be submitted and approved by CO before submitting an invoice in IPP.

The IPP was designed and developed for Contractors to enroll, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting IPPCustomerSupport@fms.treas.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

[END OF SECTION G]

Section H - Special Contract Requirements

3052.215-70 Key Personnel or Facilities (Dec 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on his contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract are:

Contractor's Construction Superintendent
Contractor's Project Manager
Contractor's Lead Designer

However, additional Key Personnel may be added at the task order level per the TO RFP.

Disclosure of Information (Mar 2003)

(a) General: Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons, except as may be necessary in the performance of the contract.

(b) Technical Data Rights: The Contractor shall not use, disclose, reproduce, or otherwise divulge or transfuse to any persons any technical information or data licensed for use by the Government that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract. Refer to the Rights in Data clause for additional information.

(c) Privacy Act: In performance of this contract the Contractor assumes the responsibility for protection of the confidentiality of all Government records and/or protected data provided for performance under the contract and shall ensure that (a) all work performed by any subcontractor is subject to the disclosure restrictions set forth above and (b) all subcontract work be performed under the supervision of the Contractor or their employees.

Post Award Evaluation of Contractor Performance (Jul 2014)

A. Contractor Performance Evaluations

Interim and final performance evaluation reports will be prepared on this contract or order in accordance with FAR Subpart 42.15. A final performance evaluation report will be prepared at the time the work under this contract or order is completed. In addition to the final performance evaluation report, an interim performance evaluation report will be prepared annually to coincide with the anniversary date of the contract or order. Interim and final performance evaluation reports will be provided to the contractor via the Contractor Performance Assessment Reporting System (CPARS) after completion of the evaluation. The CPARS Assessing Official Representatives (AORs) will provide input for interim and final contractor performance evaluations. The AORs may be Contracting Officer's Representatives (CORs), project managers, and/or contract specialists. The CPARS Assessing Officials (AOs) are the contracting officers (CO) or contract specialists (CS) who will sign the evaluation report and forward it to the contractor representative via CPARS for comments.

The contractor representative is responsible for reviewing and commenting on proposed ratings and remarks for all evaluations forwarded by the AO. After review, the contractor representative will return the evaluation to the AO via CPARS.

The contractor representative will be given up to fourteen (14) days to submit written comments or a rebuttal

statement. Within the first seven (7) calendar days of the comment period, the contractor representative may request a meeting with the AO to discuss the evaluation report. The AO may complete the evaluation without the contractor representative's comments if none are provided within the fourteen (14) day comment period. Any disagreement between the AO/CO and the contractor representative regarding the performance evaluation report will be referred to the Reviewing Official (RO) within the division/branch the AO is assigned. Once the RO completes the review, the evaluation is considered complete and the decision is final. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file and may be used in future award decisions.

B. Designated Contractor identify a primary representative for this contract and provide the full name, title, phone number, email address, and business address to the CO within 30 days after award.

C. Electronic Access to Contractor Performance Evaluations

The AO will request CPARS user access for the contractor by forwarding the contractor's primary and alternate representatives' information to the CPARS Focal Point (FP).

The FP is responsible for CPARS access authorizations for Government and contractor personnel. The FP will set up the user accounts and will create system access to CPARS.

The CPARS application will send an automatic notification to users when CPARS access is granted. In addition, contractor representatives will receive an automated email from CPARS when an evaluation report has been completed.

Government Consent of Publication/Endorsement (Mar 2003)

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

Ordering Procedures

Ordering of design and build services under this contract shall be accomplished through the issuance of written fixed price task orders.

In accordance with FAR 16.505(b)(1), the Contracting Officer will ensure that all Contractors (IDIQ contract holders) receive a fair opportunity to compete for task orders issued under this contract. When there is a requirement for a task order to be fulfilled, the Government will issue a Request for Proposals (RFP) to all Contractors under the IDIQ contract. Each TO RFP will define and include the requirements, proposal instructions, evaluation criteria, and clauses unique to the award of the individual task order, including an explicit designation of the applicable FAR Part 25 clauses. Unless otherwise specified, all applicable clauses in the IDIQ contract shall apply at the task order level,

The TO RFPs will define the bonding requirements for each task order. Future TO RFPs will require Offerors to bond for the full value of the awarded task orders in accordance with the values set forth in FAR 52.216-9, "Order Limitation." All offerors shall be able to bond for the full value of any future task order to be considered eligible for award of such task order(s) under the IDIQ contract.

After the Government has completed an evaluation of the submitted proposals, the CO may conduct discussions with the Contractors, as needed, to resolve and/or understand any concerns within their RFP proposals. Following any discussions with the Contractors, the CO will issue a written task order to the Contractor who provides the best value to the Government, as defined in each task order.

All task orders issued under this contract shall conform to the provisions of the contract clauses FAR 52.216-18 "Ordering," and FAR 52.216-9, "Order Limitation," contained in the contract.

The only office(s) authorized to issue task orders under this contract are:

U.S. Customs and Border Protection
Office of Acquisition

[END OF SECTION H]

Section I - Contract Clauses

52.252-2 - Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: <http://farsite.hill.af.mil/vffara.htm> and <http://farsite.hill.af.mil/vfhsara.htm>

52.202-1 - Definitions (Nov 2013)

52.203-3 - Gratuities (Apr 1984)

52.203-5 - Covenant Against Contingent Fees (May 2014)

52.203-6 - Restrictions on Subcontractor Sales to the Government (Sep 2006)

52.203-7 - Anti-Kickback Procedures (May 2014)

52.203-8 - Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)

52.203-10 - Price or Fee Adjustment for Illegal or Improper Activity (May 2014)

52.203-12 - Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)

52.203-13 - Contractor Code of Business Ethics and Conduct (Oct 2015)

52.203-14 - Display of Hotline Poster(s) (Oct 2015)

52.203-17- Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014)

52.203-19- Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

52.204-4 - Printed or Copied Double-Sided on Recycled Paper (May 2011)

52.204-9 - Personal Identity Verification of Contractor Personnel (Jan 2011)

52.204-10 – Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016)

52.204-13 - System for Award Management Maintenance (Oct 2016)

52.204-15 - Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016)

52.209-6 - Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)

52.209-9 - Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)

52.209-10 - Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)

52.210-1 - Market Research (Apr 2011)

52.215-2 – Audit and Records - Negotiation (Oct 2010)

52.215-8 - Order of Precedence - Uniform Contract Format (Oct 1997)

52.219-4 - Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)

52.219-8 - Utilization of Small Business Concerns (Jan 2011)

52.219-9 - Small Business Subcontracting Plan (Jan 2017)

52.219-16 - Liquidated Damages -- Subcontracting Plan (Jan 1999)

52.219-28 - Post-Award Small Business Program Representation (Jul 2013)

52.222-1 - Notice to the Government of Labor Disputes (Feb 1997)

52.222-3 - Convict Labor (June 2003)

52.222-4 - Contract Work Hours and Safety Standards - Overtime Compensation (May 2014)

52.222-6 - Construction Wage Rate Requirements (May 2014)

52.222-7 - Withholding of Funds (May 2014)

52.222-8 - Payrolls and Basic Records (May 2014)

52.222-9 - Apprentices and Trainees (Jul 2005)

52.222-10 - Compliance with Copeland Act Requirements (Feb 1988)

52.222-11 - Subcontracts (Labor Standards) (May 2014)

52.222-12 - Contract Termination -- Debarment (May 2014)

52.222-13 - Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)

52.222-14 - Disputes Concerning Labor Standards (Feb 1988)

52.222-15 - Certification of Eligibility (May 2014)

52.222-21 - Prohibition of Segregated Facilities (Apr 2015)

52.222-26 - Equal Opportunity (Sep 2016)

52.222-27 - Affirmative Action Compliance Requirements for Construction (Apr 2015)

52.222-35 - Equal Opportunity for Veterans (Oct 2015)
 52.222-36 - Equal Opportunity for Workers with Disabilities (Jul 2014)
 52.222-37 - Employment Reports on Veterans (Feb 2016)
 52.222-40 - Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
 52.222-50 - Combating Trafficking in Persons (Mar 2015)
 52.222-54 - Employment Eligibility Verification (Oct 2015)
 52.222-55 - Minimum Wages Under Executive Order 13658 (Dec 2015)
 52.222-60 - Paycheck Transparency (Executive Order 13673 (Oct 2016)
 52.222-62 - Paid Sick Leave Under Executive Order 13706 (Jan 2017)
 52.223-1 - Biobased Product Certification (May 2012)
 52.223-2 - Affirmative Procurement of Biobased Products Under Service And Construction Contracts (Sep 2013)
 52.223-3 - Hazardous Material Identification and Material Safety Data (Jan 1997)
 52.223-5 - Pollution Prevention and Right-to-Know Information (May 2011)
 52.223-6 - Drug-Free Workplace (May 2001)
 52.223-11 - Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016)
 52.223-18 - Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
 52.223-21 - Foams (Jun 2016)
 52.223-22 - Public Disclosure of Greenhouse Gas Emissions and Reduction Goals, Representation (Dec 2016)
 52.227-1 - Authorization and Consent (Dec 2007)
 52.227-2 - Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
 52.227-4 - Patent Indemnity -- Construction Contracts (Dec 2007)
 52.227-17 - Rights in Data - Special Works (Dec 2007)
 52.227-23 - Rights to Proposal Data (Technical) (Jun 1987)
 52.228-2 - Additional Bond Security (Oct 1997)
 52.228-5 - Insurance -- Work on a Government Installation (Jan 1997)
 52.228-11 - Pledges of Assets (Jan 2012)
 52.228-12 - Prospective Subcontractor Requests for Bonds (May 2014)
 52.228-14 - Irrevocable Letter of Credit (Nov 2014)
 52.228-15 - Performance and Payment Bonds -- Construction (Oct 2010)
 52.229-3 - Federal, State, and Local Taxes (Feb 2013)
 52.232-5 - Payments under Fixed-Price Construction Contracts (May 2014)
 52.232-16 - Progress Payments (Apr 2012)
 52.232-17 - Interest (May 2014)
 52.232-18 - Availability of Funds (Apr 1984)
 52.232-23 - Assignment of Claims (May 2014)
 52.232-27 - Prompt Payment for Construction Contracts (Jan 2017)
 52.232-33 - Payment by Electronic Funds Transfer - System for Award Management (Jul 2013)
 52.232-39 - Unenforceability of Unauthorized Obligations (Jun 2013)
 52.232-40 - Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
 52.233-1 - Disputes, Alternate I (Dec 1991)
 52.233-3 - Protest after Award (Aug. 1996)
 52.233-4 - Applicable Law For Breach Of Contract Claim (Oct 2004)
 52.236-2 - Differing Site Conditions (Apr 1984)
 52.236-3 - Site Investigation and Conditions Affecting the Work (Apr 1984)
 52.236-5 - Material and Workmanship (Apr 1984)
 52.236-6 - Superintendence by the Contractor (Apr 1984)
 52.236-7 - Permits and Responsibilities (Nov 1991)
 52.236-8 - Other Contracts (Apr 1984)
 52.236-9 - Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)
 52.236-10 - Operations and Storage Areas (Apr 1984)
 52.236-11 - Use and Possession Prior to Completion (Apr 1984)
 52.236-12 - Cleaning Up (Apr 1984)
 52.236-13 - Accident Prevention (Nov 1991)

52.236-15 - Schedules for Construction Contracts (Apr 1984)
 52.236-17 - Layout of Work (Apr 1984)
 52.236-23 - Responsibility of the Architect-Engineer Contractor (Apr 1984)
 52.236-25 - Requirements for Registration of Designers (Jun 2003)
 52.236-26 - Preconstruction Conference (Feb 1995)
 52.236-27 - Site Visit (Construction) (Feb 1995)
 52.236-28 - Preparation of Offers-Construction (Oct 1997)
 52.242-13 - Bankruptcy (Jul 1995)
 52.242-14 - Suspension of Work (Apr 1984)
 52.243-4 - Changes (Jun 2007)
 52.244-6 - Subcontracts for Commercial Items (Jan 2017)
 52.246-21 - Warranty of Construction (Mar 1994)
 52.248-3 - Value Engineering - Construction (Oct 2015)
 52.249-2 - Termination for Convenience of the Government (Fixed- Price) (April 2012), Alternate I (Sep 1996)
 52.249-10 - Default (Fixed-Price Construction) (Apr 1984)
 52.253-1 - Computer Generated Forms (Jan 1991)
 3052.203-70 - Instructions for Contractor Disclosure of Violations (Sep 2012)
 3052.204-71 - Contractor Employee Access (Sep 2012) - Alternate II (Jun 2006)
 3052.205-70 - Advertisements, Publicizing Awards, and Releases, Alt I (Sep 2012)
 3052.219-70 - Small Business subcontracting plan reporting (Jun 2006)
 3052.219-71 - DHS Mentor-Protégé Program (Jun 2006)
 3052.222-70 - Strikes or Picketing Affecting Timely Completion of the Contract Work (Dec 2003)
 3052.222-71 - Strikes or Picketing Affecting Access to DHS Facility (Dec 2003)
 3052.228-70 - Insurance (Dec 2003)
 3052.242-72 - Contracting Officer's Technical Representative (Dec 2003)

52.204-21 - Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

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

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.216-18 Ordering (Oct 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the contract completion date.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 Order Limitations (Oct 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100,000.00 per task order, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of \$275,000,000.00;
 - (2) Any order for a combination of items in excess of \$275,000,000.00; or
 - (3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 Indefinite Quantity (Oct 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the contract completion date.

52.225-9 -- Buy American-Construction Materials (May 2014) (Applicable to a TO valued at less than \$7,358,000.00)

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

"Commercially available off-the-shelf (COTS) item"—

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

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

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

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

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

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

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

"Cost of components" means--

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

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

"Domestic construction material" means—

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) *Domestic preference.*

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

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: NONE

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than **25 percent**;

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

Domestic construction material			
---------------------------------------	--	--	--

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

[Include other applicable supporting information.]

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

52.225-11 - Buy American - Construction Materials under Trade Agreements (Oct. 2016), Alternate I (May 2014) (Applicable to a TO valued at \$7,358,000.00 or more, but less than \$10,079,365)

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

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

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

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

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

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

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

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

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

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

“Cost of components” means--

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

“Designated country” means any of the following countries:

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

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

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

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

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

“Domestic construction material” means—

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

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

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

(ii) The construction material is a COTS item.

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

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

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

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

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

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

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

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

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

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

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

(b) *Construction materials.*

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

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

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

NONE for the initial task order. For future task orders, any excepted materials and/or components will be designated in future TO RFPs.

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than **25 percent**;

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

[Include other applicable supporting information.]

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

52.225-11 Buy American—Construction Materials under Trade Agreements (Oct 2016) (Applicable to a TO valued at \$10,079,365 or more)

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

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

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

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

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

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

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

“Cost of components” means—

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

“Designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

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

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

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

“Domestic construction material” means—

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

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

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

(ii) The construction material is a COTS item.

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

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

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

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

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

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

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

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

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

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

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

(b) Construction materials.

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

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

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

NONE for the initial task order. For future task orders, any excepted materials and/or components will be designated in future TO RFPs.

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than **25 percent**;

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
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Item 1:

Foreign construction material	_____	_____	_____
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Domestic construction material _____

Item 2:

Foreign construction material _____

Domestic construction material _____

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

[Include other applicable supporting information.]

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

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 25% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

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 N/A.

(b) Weather conditions N/A.

(c) Transportation facilities N/A.

(d) Per TO RFP, as applicable. No physical data is being provided for the initial task order. Physical data being provided for any future task orders will be provided, as applicable, in future TO RFPs.

52.236-21 - Specifications and Drawings for Construction (Feb 1997), Alternate II (Apr 1984)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

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

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail

(1) the proposed fabrication and assembly of structural elements, and

(2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract.

The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

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

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

Upon completing the work under this contract, the Contractor shall furnish 3 sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

[END OF SECTION I]

Section J - List of Documents, Exhibits and Other Attachments

Attachment #1: Statement of Work
Attachment #2: Supporting Price Details Spreadsheet
Attachment #3: Past Performance Reference Questionnaire
Attachment #4: CBP Subcontracting Plan Template
Attachment #5: Wage Determination (for the prototype)
Attachment #6: SF-24 (Bid Bond)
Attachment #7: SF-25 (Payment and Performance Bonds)
Attachment #8: Project Performance Survey

[END OF SECTION J]

Section K-Representation, Certifications, and Other Statement of Offerors and Respondents

52.252-1 -- Solicitation Provisions Incorporated by Reference (Feb 1998)

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

52.204-16 - Commercial and Government Entity Code Reporting (Jul 2016)

52.204-19 - Incorporation by Reference of Representations and Certifications (Dec 2014)

52.204-22 - Alternative Line Item Proposal (Jan 2017)

52.216-27 - Single or Multiple Awards (Oct 1995)

52.232-13 - Notice of Progress Payments (Apr 1984)

52.204-8 - Annual Representations and Certifications (Jan 2017)

(a)

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

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

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

(b)

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

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

☐ (i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

This provision applies to solicitations expected to exceed \$150,000.

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

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

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

(B) Exceed the simplified acquisition threshold; and

- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer:
N/A (i) 52.204-17, Ownership or Control of Offeror.

N/A (ii) 52.204-20, Predecessor of Offeror.

N/A (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

N/A (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

N/A (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

N/A (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

N/A (vii) 52.227-6, Royalty Information.

N/ (A) Basic.

N/A (B) Alternate I.

N/A (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause	Title	Date	Change

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

52.209-7 - Information Regarding Responsibility Matters (Jul 2013)

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

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

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

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

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

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

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the 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 database via <https://www.acquisition.gov> (see 52.204-7).

52.209-12 - Certification Regarding Tax Matters (Feb 2016)

- (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 \$5,000,000 (including option), 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.

52.225-10 - Notice of Buy American Act Requirement - Construction Materials (May 2014)

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

(B) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

(C) *Evaluation of offers.*

- (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
- (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on

unreasonable cost.

(D) *Alternate offers.*

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

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

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

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

52.225-12 - Notice of Buy American Requirement--Construction Materials Under Trade Agreements, Alternates I (May 2014) and Alternates II (Jun 2009) (Applicable to a TO valued at \$7,358,000 or more, but less than \$10,079,365)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” “Bahrainian, Mexican, or Omani construction material”, as used in this provision, are defined in the clause of this solicitation entitled “Buy American--Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

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

(d) *Alternate offers.*

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

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahrainian, Mexican, or Omani

construction material. An offer based on use of the foreign construction material for which an exception was requested--

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

52.225-12 Notice of Buy American Requirement - Construction Materials Under Trade Agreements (May 2014) and Alternate I (May 2014) (Applicable to a TO valued at \$10,079,365 or more)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause [52.225-11](#)).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause [52.225-11](#).

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of clause [52.225-11](#).

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

(d) Alternate offers.

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

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause [52.225-11](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

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

3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program (Jun 2006)

This solicitation contains a source selection factor or subfactor regarding participation in the DHS Mentor-Protégé Program. In order to receive credit under the source selection factor or subfactor, the offeror shall provide a signed letter of mentor-protégé agreement approval from the DHS Office of Small Business and Disadvantaged Business Utilization (OSDBU) before initial evaluation of proposals. The contracting officer

may, in his or her discretion, give credit for approvals that occur after initial evaluation of proposals, but before final evaluation.

[END OF SECTION K]

Section L - Instructions, Conditions and Notices to Offerors and Respondents

General Instructions to Offerors

Questions and Amendments: All questions or concerns regarding any aspect of this solicitation shall be submitted electronically to BorderWallDesignBuild@cbp.dhs.gov no later than 4 PM EST on March 22, 2017. Questions received after this date and time may not be responded to by the Government. All emails with questions shall be clearly labeled in the subject line of the email with the RFP number: **HSBP1017R0023**.

Offerors shall clearly identify the specific section of the solicitation to which each question relates when submitting questions. Reference should be made to the solicitation Section Heading, page number of the solicitation, and specific location on the page (e.g., third paragraph) in order to facilitate the Government's response to each question. Questions shall be submitted in a Microsoft Excel file following a format similar to the table below:

Table L.1 – Questions Format			
Question No.	Reference	Question Category	Question
#	<i>Solicitation or Attachments, and Section</i>	<i>Contract or Technical</i>	<i>Question</i>

Responses to submitted questions will be provided to all Offerors via an Amendment to this solicitation through FedBizOpps.

If Amendments to the solicitation are issued, all Offerors must acknowledge the Amendments by signing the accompanying Standard Form 30 and returning the signed Standard Form 30 for all Amendments issued with the Offeror's proposal submission. Failure to acknowledge all Amendments issued by the Government may result in the proposal submitted in response to the solicitation being found non-responsive by the Government.

Alternate Proposals

Alternate Proposals will not be accepted in response to this solicitation.

Errors, Omissions or Ambiguities

If an Offeror believes the solicitation, including the instructions to Offerors, contains an error, omission or ambiguity, or is otherwise unsound, the Offeror shall immediately notify the Contract Specialist and Contracting Officer in writing with supporting rationale.

Anticipated Contract Award

The Government intends to award multiple Firm-Fixed Price IDIQ Contracts with Initial Task Orders (Prototypes) resulting from this solicitation. The IDIQ period of performance (ordering period) will be for a five-year period. Task Order periods of performance under the IDIQ contracts may end up to five (5) years after the expiration of the IDIQ.

Contract Ceiling Limitation

The contract ceiling to be shared amongst all IDIQ awardees shall not exceed \$300,000,000. The ceiling may not be equally distributed among all IDIQ awardees.

False Statements in Offers

Offerors must provide full, accurate and complete information as required by this solicitation and its attachments. The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Authorized Personnel

The Offeror shall provide the name, title, address, e-mail and phone number of the company representative(s) who can obligate the Offeror contractually. Also, the Offeror shall identify the individual(s) authorized to negotiate with the Government by providing the name, title, address, e-mail, and phone number of the individual(s).

Joint Ventures and Subcontractors – Proposal Requirements

Joint Ventures: A joint venture is defined as a legal business entity formed between two or more companies (parties) to undertake the performance activities of a contract together. This does not include other arrangements, such as “teaming agreements” or “strategic alliances”, which are not recognized as bona fide joint ventures for the purposes of this solicitation.

Offerors proposing as joint ventures shall provide evidence that the joint venture as a legal entity has been duly formed. Joint ventures shall include a copy of the legal joint venture agreement signed by an authorized officer from each of the firms comprising the joint venture with the chief executive of each entity identified. The Government will not evaluate the capability of any firms that are not included in the joint venture agreement.

If submitting a proposal as a joint venture, the experience and past performance of each joint venture partner can be submitted for the joint venture entity. The experience for each joint venture partner will be considered the experience of the joint venture entity. Page and project form limits apply to the joint venture as a whole, i.e., a submission limitation of three (3) projects under the experience factor is not an allowance of three (3) projects for each of the joint venture partners.

Prospective offerors that submit proposals may not change their firm (including Letter of Commitment (LOCs) and proposed sub-contractors) or their joint venture firms, if selected for award. If the joint venture changes after award, the offeror must immediately notify the Contracting Officer’s for an assessment of contractual impact.

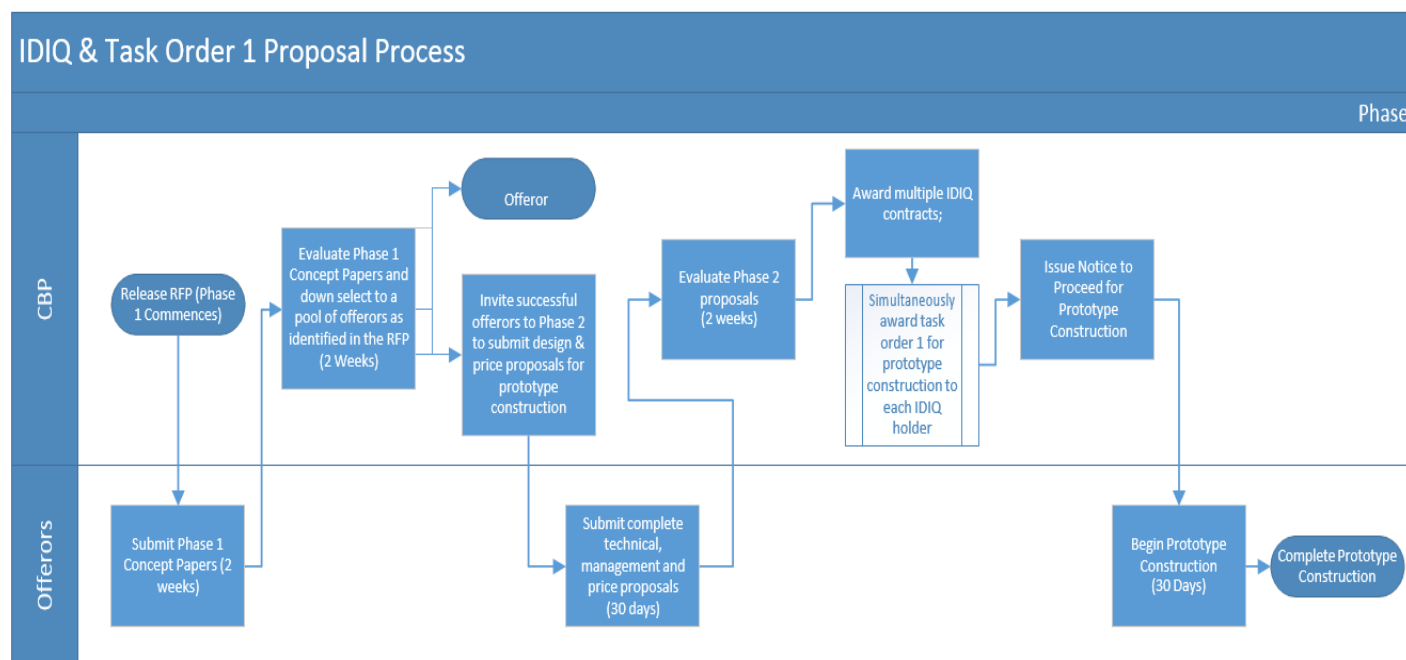
Subcontractors: The Government recognizes that completion of a project is often a team effort. Therefore, if an offeror wishes to be credited with the experience and past performance of a subcontractor (i.e., a firm that is not a member of the joint venture), a firm, unequivocal letter of commitment signed by the subcontractor must be submitted. The letter of commitment must be submitted even if the firm is in some way related to a joint venture partner (for example, the subcontractor is a subsidiary of a joint venture partner, or a subsidiary of a firm to which a joint venture partner is also a subsidiary).

If such a letter of commitment is not submitted, the experience and past performance of subcontractor firms will not be considered.

If the offeror's proposal includes the use of subcontractors, the offeror may not change subcontractors without the Contracting Officer's approval. If the offeror proposes to change subcontractors or letters of commitment after award, the offeror may not change subcontractors or letters of commitment without the Contracting Officer's approval. Approval will not be given unless the Contracting Officer considers the proposed substitute to be equal in all respects to the originally proposed subcontractor and that the substitution is in the best interests of the Government.

Page and project form limits apply to the proposal submission as a whole, i.e., a submission limitation of three (3) projects under the experience factor is not an allowance of three (3) projects for the prime and its subcontractors, but reflect three (3) projects total for the prime as well as its subcontractors.

PHASED EVALUATION PROCESS



This solicitation is a phased evaluation, with a mandatory down-select between Phase I submission and Phase II submission. Offerors shall only submit responses to Phase I submission criteria by the due date noted for Phase I submission of offers. Offerors shall NOT submit responses to Phase II submission criteria unless notified by the Government after Government evaluation of Phase I proposal submissions. Submitting responses to Phase II submission criteria with the initial Phase I submission may lead to disqualification of an Offeror's entire proposal.

PHASE I – Concept Papers/Qualifications Statements

Phase I Submission Instructions

Phase I Response Date: Responses to Phase 1 – Concept Papers/Qualifications Statements shall be received no later than 4 PM on March 29, 2017 to the BorderWallDesignBuild@cbp.dhs.gov. Only soft copies will be received in response to the Phase I. All submissions shall be clearly labeled in the subject line of the email with the RFP number and Phase: **HSBP1017R0023, Phase I.**

Written Proposal Submission Format

All Phase I responses shall be submitted in electronic format to the following email address: BorderWallDesignBuild@cbp.dhs.gov. The papers/qualifications shall be submitted in electronic format using Microsoft Word 2003 (or higher versions when available) for text submissions and Excel 2003 (or higher versions when available) for spreadsheet submissions.

Submit only the electronic files specifically authorized and/or required for this phase. Do not submit excess information, to include audio-visual materials, electronic media, etc. All pages must be numbered.

PDF pages should be formatted to print on 8 ½ by 11 inch paper, unless another paper size is specifically authorized elsewhere in this section for a particular submission. Spreadsheets must fit to 11" x 14" or 11" x 17" paper size unless specifically authorized in this section for a particular submission. Do not use a font size smaller than 12, an unusual font style such as script, or condensed print for any submission. All page margins must be at least 1 inch wide, but may include headers and footers of the solicitation, project title and company.

Page limitations: One side of the paper is one page; and a page with information on both the front and back of a single sheet of paper will be counted as two pages. Pages furnished for organizational purposes only, such as a "Table of Contents" or divider tabs, are not included in the page limitation.

The Phase I concept paper/qualifications statement shall not exceed ten (10) pages in total. The completed Project Performance Survey and Summary Matrix are excluded from the 10 pages.

Phase I Concept Papers/Request for Qualifications

The concept paper/qualifications should discuss the following (1-3) below:

1) Demonstrated Experience

The Offeror shall describe the Prime Offeror's and/or Major Subcontractors' experience leading and successfully completing several large projects (completed to at least 50% or more within the past 5 years) that included design against specific customer requirements, a broad range of structures including but not limited to walls of other than solid concrete, roads, deployment and construction in challenging areas similar to the border environment, while meeting or exceeding cost, schedule, and performance goals. The Government defines similar projects as projects which address border/perimeter security or constructed fortification for challenging environmental and operational constraints that are at minimum \$25 million dollars in size. However, the Government will consider project experience that may fall outside this definition, provided that the Offeror includes a rationale for the comparability. The Offeror shall also discuss its ability to be able to bond at a minimum value of \$200,000. The Offeror shall provide a point of contact (name, telephone number, and email address) in its paper for the one project discussed in this section that it believes best represents its performance as it relates to the scope of this project. The Offeror shall also ask the identified POC to complete a Project Performance Survey (see Attachment #8), which the Offeror shall submit with its concept paper. It is the Offeror's responsibility to submit a completed survey (by the POC) with its concept

paper. If an Offeror submits a concept paper without a completed survey, the Government will consider the concept paper incomplete and will not consider it in the Phase I evaluation.

2) Management and Technical Competence

The Offeror shall identify key personnel with outstanding training, experience, and other qualifications; strong and credible assurance that those personnel will continue to be available throughout the period of performance, an outstanding and highly proactive program management approach with strong cost, schedule, and management controls; demonstrated experience in early identification and resolution of program variances; and outstanding technical approach with highly skilled technical personnel to support it. The extent to which the offeror has the skilled personnel and processes to perform a large and complex design and construction project shall be discussed. The offeror shall include descriptions of key personnel and their availability to support the project. The offeror shall also explain how it sets the project baseline, assesses status against the baseline, and addresses issues and variances. The offeror shall describe its ability to meet the Government's schedule requirements for the prototype construction. The offer shall outline the skills and competencies of staff who are available to support the technical and management activities of the project.

3) Prototype Concept Approach

The Offeror shall discuss and present the Offeror's proposed design and construction concept for the "Other Border Wall Prototype", consisting of technical approach narratives and information regarding the material and system quality. This may include conceptual level presentation drawings. Prototypes constructed in response to this solicitation must offer designs that are alternatives to reinforced solid concrete walls (i.e. no solid concrete external faces). The response must clearly define the proposed scope and quality levels that the design-build team is offering to the Government in enough detail for the Government and the Offeror to mutually understand whether or not the proposal meets or exceeds the minimum solicitation requirements for the "Other Border Wall Prototype". Fully developed drawings, details or specifications are not desired or required. The Offeror shall describe how its proposed design and construction concept for the "Other Border Wall Prototype" accommodates the specific requirements and needs of the border environment.

The Government has prepared a set of exemplar questions to be considered during proposal review. These exemplars are not designed to be all-inclusive, but are intended to assist offerors in better understanding certain areas of focus. In drafting Sections L and M of this RFP, the Government has intended to synthesize the spirit and intent of questions like these:

- Describe how your proposed border wall design meets or exceeds CBP's performance requirements for the border wall prototype design (e.g. 6 feet anti-dig/anti-tunnel)
- Describe your experience executing high profile, high visibility and politically contentious design-build projects
- Describe your experience constructing tactical infrastructure (e.g. fencing, roads, drainage, lights, etc.) on the southwest border
- Describe your design-build experience constructing projects in challenging (e.g. steep slopes up to 45 degrees) and or inaccessible terrain on the southwest border.
- Describe your dollar threshold experience with large design-build contracts efforts – what was the minimum/maximum?
- Describe your experience working on projects that involved a large number of federal, state and local stakeholders

- Describe your past performance (i.e. how your customer would rate you) on completing similarly sized programs and projects from a cost (original award; final cost) and schedule perspective (have you had to pay liquidated damages?)
- Describe potential project risks and your mitigation strategies- project risks mitigation strategy building wall along the southwest border
- Describe how you propose to keep costs low while still meeting CBP's performance requirements.
- Describe the qualifications, experience and time availability of your key personnel- describe your successful ability to recruit and maintain staffing strategy in remote areas throughout the southwest border
- Describe design-build team's experience working together.

Where the offeror makes assertions about capabilities, experience, and skill, the concept paper shall include substantiating evidence so that the Government can assess the credibility and likelihood of those assertions. Examples of past design and construction work, or of existing or contemplated designs, that might bear on this effort could be one type of useful substantiating evidence for some elements.

Offerors are strongly encouraged to create a matrix to show how elements of the proposal address the Government's Statement of Work, Proposal Instructions, and Evaluation Approach. Offerors may attach a summary matrix not to exceed two pages to their Phase I proposal; these two pages will NOT count against the concept proposal page limit.

PHASE I DOWN-SELECT

After the Government completes its Phase I evaluation, the Government will perform a down-select of Phase I concept papers/qualifications and request Phase II submissions from only those Offerors who are deemed to be most highly qualified. The Government intends to invite up to twenty (20) Offerors from among those who submitted Phase I papers/qualifications into the Phase II proposal and evaluation process. This means that every Offeror who submits a Phase I concept paper/qualifications would not be able to participate in Phase II. Only the Offerors with the most highly rated Phase I concept papers/qualifications will be included in the down-select and will be notified accordingly. Offerors not included in the down-select will be notified by the Government separately and will have an opportunity to be debriefed in accordance with FAR Section 15.505.

PHASE II – Request for Proposals

Phase II Submission Instructions

Phase II Response Date: Responses to Phase II – Request for Proposals shall be received no later than (date and time to be determined) to the BorderWallDesignBuild@cbp.dhs.gov. Only soft copies will be received in response to Phase II. All submissions shall be clearly labeled in the subject line of the email with the RFP number and Phase: **HSBP1017R0023, Phase II.**

Each Offeror's proposal submitted in response to this solicitation shall be prepared in five volumes as defined below. Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently from evaluation of the other.

Offerors must submit initial proposals that are fully responsive to the Government's requirements and that clearly demonstrate the Offeror's capabilities and approach to meeting the requirements.

Offerors shall prepare proposals and provide all required information in accordance with the following chart and subsequent instructions included herein. Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and will be discarded if submitted as part of the Offeror's proposal. Failure of a proposal to comply with these instructions may be grounds for exclusion of the proposal from further consideration.

Volume	Volume Title	Soft/Hard Copies	Page Limit
I	Price/Business	1/None	No Limit
II	Technical/Management	1/None	20
III	Other Border Wall Prototype Design	1/None	10
IV	Past Performance	1/None	1 (plus PPQs)
V	Subcontracting Plan	1/None	No Limit

Page Limitations: Page limitations shall be treated as maximums. If exceeded, the excess pages will not be evaluated. Instead, they will be removed and retained in the solicitation file. Each page shall be counted except for the following:

- Cover Pages
- Tables of Contents
- Glossaries
- Acronym List
- Requirements Traceability Matrix
- Titled Tab Pages
- Resumes of Key Personnel
- Sample Reports
- Staffing Tables and Matrices
- Preliminary Sector Transportation Plans

Cross Referencing: Each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross referencing to other volumes of the proposal.

Indexing: Each volume shall contain a detailed Table of Contents to delineate the contents within the volume.

Glossary of Abbreviations and Acronyms: If abbreviations and acronyms are used in Volume II - Technical & Management, include a glossary that contains a listing of all abbreviations and acronyms used with an explanation for each.

Page Size and Format: Text shall be single-spaced, on 8 1/2 x 11 inch paper (except as specifically noted), with a minimum one-inch margin all around. Pages shall be numbered consecutively. 11" x 17" sized fold-out pages may be used for tables, charts, graphs, or pictures that cannot be legibly presented on 8 1/2" x 11" paper. An 11" x 17" printed on one side is a two sheet equivalent (with regards to the page count limitations). Print shall be of a minimum 12-point font size or a maximum 10 characters per inch (10-pitch, pica) spacing.

Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis. Graphic presentations, including tables, while not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable.

Tabbing: Offerors shall separate all Tabs and sections within the Price and Technical & Management Volumes with a titled cut sheet.

Failure of a proposal to comply with these instructions may be grounds for exclusion of the proposal from further consideration.

Signed Proposal: The Standard Form 1442, Solicitation, Offer and Award (Construction, Alteration, or Repair), is being used for this solicitation. This form is used by the Government as a Request for Proposal and upon submission by the offeror it becomes the offeror's proposal. As such, it is an "offer" which can be unilaterally accepted by the Contracting Officer and awarded on said SF 1442. The Contractor's offer and the Government's acceptance form the contract. Therefore, the following points must be strictly adhered to by the offeror in submitting the proposal:

- (a) One (1) originally executed copy of Standard Form 1442 (with Blocks 14 through 30 completed), and Section K fully executed, shall be submitted.
- (b) The SF 1442 must be executed by a representative of the offeror authorized to commit the offeror to contractual obligations. The authority to sign a proposal, but not an offer, subject to unilateral acceptance and award, is not sufficient authorization to sign the SF 1442.
- (c) UNDER NO CIRCUMSTANCES SHOULD OFFERORS MAKE ALTERATIONS OR CHANGES TO THE SF 1442 OR THE RELATED PAGES WHICH ARE A PART OF THE ENCLOSED REQUEST FOR PROPOSAL AND PROPOSAL PACKET.

Offerors are to complete those parts that require items such as prices, place of performance, etc., when such items are called for in the enclosed request for proposal. A place is provided to insert such information.

VOLUME I: PRICE/BUSINESS PROPOSAL [Phase II]

1) Proposal Form 1442: Offerors are required to complete and submit Standard Form 1442 as part of its proposal along with any amendment receipt acknowledgement(s).

2) TAB A - Schedule B: Offerors shall complete Section B of the RFP AND submit a complete price breakdown for the prototype project per Attachment #2 (Supporting Price Details Spreadsheet), which will be the basis for price evaluation for the IDIQ and initial Task Order.

Additionally, the Offeror shall submit a one (1) page rationale that describes the Offeror's perceived trade-offs between its proposed approach for the prototype and its proposed price for the prototype. Trade-offs may describe how the proposed "Other Border Wall Prototype" solution justifies the price premium or better satisfies the mission and operational needs.

3) TAB B - Bid Guarantee: Offerors shall include their bid guarantee in this tab of the Price/Business Proposal.

4) TAB C – Joint Venture Agreement (as applicable): Offerors proposing as joint ventures shall include a copy of their legal joint venture agreement signed by an authorized officer from each of the firms comprising the joint venture with the chief executive of each entity identified.

Cost or Pricing Data: Offerors are not required to submit certified cost or pricing data. Full and open competition is expected which will be used to determine fairness and reasonableness of proposed pricing. Prices will be compared on a Contract Line Item Number (CLIN) and/or total basis. However, Offerors may be requested to provide additional information in the event costs appear over-stated or under-stated.

VOLUME II: TECHNICAL & MANAGEMENT

This volume must not contain any reference to price; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the offeror's understanding of the requirements may be evaluated.

The Technical & Management Volume shall be prepared in such a manner as to enable the Government reviewers to make a thorough evaluation and arrive at a sound determination of whether the proposal meets all technical requirements of the solicitation. To this end, the Technical & Management Proposal should be sufficiently specific, detailed, and complete as to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements set forth in the solicitation. Statements by an offeror that merely offer to perform in accordance with the Government's requirements or which merely paraphrase the requirements document(s), or use phrases such as, "standard engineering practices will be employed," or "well established techniques will be employed," etc. may be considered non-compliant and ineligible for award.

The Technical & Management Volume shall not exceed 20 pages (excluding the transmittal letter).

This volume shall also include the following:

1) Transmittal Letter: A letter that formally transmits the technical proposal and states in general terms how the offeror meets the solicitation requirements. This letter shall not exceed two (2) pages, which shall not count against the total number of pages authorized for the Technical and Management Volume.

2) Tab A: Technical and Management Plan (15 pages total)

A-1: The Offeror shall describe how the Offeror's management approach will meet the Government's requirements outlined in the IDIQ Statement of Work for managing technical and management approach in the areas of execution, quality control, program controls, and management capability to simultaneously perform multiple wall construction contracts in both remote and urban environments, under varied environmental conditions, along the southwest border. This should clearly identify major subcontractors and the roles and responsibilities of major subcontractors related to the overall proposed technical and management plan.

A-2: The Offeror shall describe how the Offeror will manage the construction of the "Other Border Wall Prototype" under the initial Task Order to include the following: number and composition of work crews by phase, coordination and control of work crews, material transportation, delivery and staging, pre-fabrication strategy, production management, coordination of construction with on-going design efforts, quality control processes, and types of equipment to be used to perform work.

A-3: The Offeror shall provide a detailed schedule showing key activities and milestones, including critical path. The Offeror shall provide a plan for streamlining design and construction and managing

labor and other resources to reduce costs and achieve an aggressive schedule. The Offeror shall discuss the Offeror's internal process for handling delays to minimize "schedule creep."

A-4: The Offeror shall describe how the Offeror will address security under performance of any resultant IDIQ and task orders.

A-5: The Offeror shall describe any technical and management innovations it is proposing to implement which are focused on quality improvement, cost reduction, schedule efficiencies, and increasing the security of the wall under performance of a resultant IDIQ award.

3) TAB B - Bonding Capacity (2 pages)

Provide substantiating evidence from a federally approved surety indicating that the Offeror (prime contractor only) has the ability to bond for the full value of the offeror's prototype. The offeror must submit a letter of commitment from a surety, signed by an officer or agent authorized to bond, that identifies the offeror's available bonding capacity and limits that the surety will bond the Offeror, as the successful awardee for this project, taking into consideration the Cost Ceiling Limitation described in this Solicitation. If the Offeror submits evidence from an individual Surety, the individual surety must include documentation meeting the requirements of FAR 28.203 and contract clause 52.228-11.

Offerors should note that additional bonding requirements may be required on subsequent task orders under the resultant IDIQ contract. See Section H clause "Ordering Procedures" for additional information.

If an informal teaming agreement is in place, the small business offeror with the DUNS number provided on the proposal must possess the bonding capacity. If an SBA approved Joint Venture, then the bonding capacity of the mentor can be used per current SBA rules. The teaming agreement must be provided if an informal teaming arrangement, or the SBA approval and CCR register if an SBA approved joint venture.

A list of federally approved sureties can be found at the following website:

https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

4) Tab C - Resumes of Proposed Key Personnel (1 page per resume)

The Offeror shall submit the resume for all three (3) proposed Key Personnel in accordance with the RFP requirements (Section H and the Statement of Work (SOW)). The resumes shall demonstrate the technical competency of each proposed Key Personnel to support the requirements of the scope and contractual obligations contained within this solicitation for that Key Personnel position.

Technical and Management Oral Presentation: See oral presentation instructions in "Phase 2 – Oral Presentation" below (30 minutes)

VOLUME III: "OTHER BORDER WALL PROTOTYPE" DESIGN (10 pages total)

The Offeror shall provide a 60% Preliminary Design Submittal for proposed "Other Border Wall Prototype" based upon the information made available in this RFP and any amendments thereto. Prototypes constructed in response to this solicitation must offer designs that are alternatives to reinforced solid concrete walls (i.e. no solid concrete external faces). The Preliminary Design Submittal shall be comprised of design narratives,

engineering drawings, and technical specifications. The Offeror shall also provide a 30-day build schedule for the proposed “Other Border Wall Prototype”.

“Other Border Wall and Prototype Designs Oral Presentation: See oral presentation instructions in “Phase II – Oral Presentation” below (60 minutes total for “Other Border Wall Prototype”).

VOLUME IV: PAST PERFORMANCE (not to exceed 1 PPQ per project submitted under Phase I – Demonstrated Experience; plus 1 page of POC information only (includes POCs for all PPQ projects))

The Offeror shall send Attachment #3 Past Performance Questionnaire to references associated with the projects submitted under Phase I - Demonstrated Experience, requesting that the Past Performance Questionnaire be completed (by the reference) and returned electronically via e-mail to BorderWallDesignBuild@cbp.dhs.gov. All submissions shall be clearly labeled in the subject line of the email with the RFP number, Phase, and Offeror’s name: **HSBP1017R0023, Phase II, [Offeror’s Name]**.

Additionally as part of its Phase II proposal, the Offeror shall provide the Government one (1) page that contains the Point of Contact (POC) information for each project cited in its submission in response to Phase I - Demonstrated Experience. The provided POC information shall include the project title, the full name of the POC, the POC’s company, the POC’s title, and the POC’s e-mail and phone number). The Government reserves the right to contact identified POCs to discuss the Past Performance Questionnaire submitted by that POC as well as to request additional information or clarifications. The Government may also consider past performance reports available on other past performance databases, such as the Past Performance Information Retrieval System (PPIRS), the Construction Contractor Appraisal Support System (CCASS), and Contractor Performance Assessment Reporting System (CPARS), as part of its evaluation.

The past performance evaluation conducted in response to this submission for the Past Performance Factor is in addition to the Contracting Officer’s Determination of Prospective Contractor Responsibility that will be conducted in accordance with FAR 9.1.

VOLUME V: SUBCONTRACTING PLAN (no page limitation)

This requirement applies to large businesses only. Small businesses are EXEMPT from the requirement to submit Volume V: Subcontracting Plan.

Subcontracting Plan Requirements:

- (a) Describe the Prime’s corporate commitment in providing subcontracting opportunities for small business (SB), small-disadvantaged business (SDB), women-owned small business (WOSB), HUBZone small business, and service disabled veteran-owned small businesses (SDVOSB). Describe the strength and specificity of each corporate commitment (i.e., what type of commitment, how binding is the commitment, how specific is the commitment to this proposed effort, and what types of tasks are included in these subcontracting opportunities).
- (b) Provide one year history demonstrating your corporate commitment to meet your subcontracting goals/targets by providing SF 294s, Subcontracting Report for Individual Contracts, for those contracts/projects which you are submitting under Past Performance. If goals were not met on the SF 294 then provide an explanation as to why the goals/targets were not met. This information will be used to determine proposal risk associated with the offeror’s corporate commitment for small business goals.

(c) Goals/Targets.

- (1) Describe how your subcontracting targets compare to the CBP goals (e.g. meets, exceeds, or does not meet).

SMALL BUSINESS	38%
SMALL DISADVANTAGED	5%
WOMAN OWNED	5%
HUBZONE	3%
SERVICE DISABLED VETERAN OWNED	3%

- (2) Describe how you will meet specific subcontracting percentages and goals for the CBP contracts expressed in dollars and in percentages of your total proposed subcontracting dollars for subcontracting to each category above. These goals may be met by any combination of subcontracts, other business teaming arrangements or vendor purchases and should make use of small businesses to the maximum extent practicable.
- (3) For the SDB Participation Program, provide your targets expressed as dollars and percentages of anticipated total contract value, in each of the applicable, authorized NAICS Industry Subsectors. For proposal purposes, provide your assumption of anticipated total contract value should you be awarded a contract. This SDB Participation Program target is a separate target that you propose for this program, pursuant to FAR 19.12.
- (d) Provide a Small Business Subcontracting Plan in accordance with FAR 19.7 using Attachment #4 (CBP Subcontracting Plan Template).
- (e) Provide the signed letter of mentor-protégé agreement approval from the DHS Office of Small Business and Disadvantaged Business Utilization (OSDBU).

Phase 2 - Oral Presentation

1) Notification for Oral Presentation: The invitation to submit response to Phase 2 Request for Proposals will include the date and time of the Offeror's scheduled oral presentation, which will afford the Offeror at least ten (10) calendar days advance notice of the date, time and location of the Offeror's scheduled oral presentation. The oral presentation will be held in-person in the Washington, DC metropolitan area. Further details will be provided to the Offeror in the invitation. The order in which Offerors invited to submit a response to Phase 2 Request for Proposals are scheduled for oral presentations will be randomly selected by the Government.

2) Recording: The Government reserves the right to record the oral presentation.

3) Offeror Participants: The Offeror's participants in the oral presentations shall be limited to the Key Personnel proposed by the Offeror in the proposal submission, the responsible corporate official named in accordance with Section L "Authorized Personnel", and two additional participants of the Offeror's own choosing. No more than six (6) Offeror participants for the oral presentations are permitted.

No later than five (5) calendar days prior to the Offeror's scheduled oral presentation, the Offeror shall provide send the name, current employer/company, and e-mails of the Offeror Participants for the oral presentation to BorderWallDesignBuild@cbp.dhs.gov

4) Format for Oral Presentations: The Government intends for the oral presentation to proceed as follows:

Oral Presentation Portion	Oral Presentation Component	Total Time Allotment
1	Introduction and Oral Presentation Process and Expectations. The Government will provide the Offeror a standard set of questions related to technical and management capabilities.	Not specified
2	The Offeror shall caucus among themselves to prepare answers/responses and adjust its prepared oral presentation accordingly.	30 minutes
3	The Offeror shall present its proposed technical and management approach, including to the standard set of questions provided by the Government.	45 minutes
4	The Offeror shall present its proposed prototype designs for the “Other Border Wall Prototype”	60 minutes
5	The Government will caucus to prepare clarifying questions	15 minutes
6	The Offeror will hear and respond to the Government’s clarifying questions, if applicable.	15 minutes

The Government will provide HDMI connection to a projector, white board, paper, and writing materials for the Offeror to use during oral presentations. Offerors can expect the presentation will be conducted in a conference room with a table of sufficient size to accommodate the participants, including the Government attendees.

With the exception of two computers (one as back-up) that do not have wifi/internet connectivity, the Offeror shall not bring any electronic devices, including additional computers, tablets or smart phones, into the oral presentation conference room.

The Offeror Participants shall not reach back, by telephone, e-mail or any other means, to any other personnel or persons for assistance during the oral presentation

5) Intent of Oral Presentation: The oral presentation is intended to explain the Offeror’s written submission for the Technical and Management Volume and the “Other Border Wall Prototype” Design. The oral presentation shall not provide the Offeror any opportunity to revise or change the proposed technical or management volume or proposed prototype wall designs, and is therefore not construed to be discussions with the Offeror.

[End of Provision]

52.252-2 - Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: <http://farsite.hill.af.mil/vffara.htm> and <http://farsite.hill.af.mil/vfhsara.htm>

52.204-7 - System for Award Management (Oct 2016)**52.204-18 - Commercial and Government Entity Code Maintenance (Jul 2016)****52.214-34 - Submission of Offers in the English Language (Apr 1991)****52.214-35 - Submission of Offers in U.S. Currency (Apr 1991)****52.215-1 - Instructions to Offerors -- Competitive Acquisition (Jan 2017)****52.222-23 - Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)****52.216-1 - Type of Contract (Apr 1984)**

The Government contemplates multiple Firm-Fixed Price IDIQ Contracts with Initial Task Orders (Prototypes) resulting from this solicitation.

52.222-5 - Construction Wage Rate Requirements—Secondary Site of the Work. (May 2014)

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

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

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

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

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 \$3,000,000.00, 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.

52.233-2 Service of Protest (Sep 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with

an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Customs and Border Protection
 Attn: Border Wall Contracting Officer, Solicitation HSBP1017R0023
 1331 Pennsylvania Avenue, NW
 National Place, Suite 1355
 Washington DC, 20229
 Emailed to: BorderWallDesignBuild@cbp.dhs.gov

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

3052.209-70 Prohibition on contracts with corporate expatriates (Jun 2006)

(a) Prohibitions. Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security. (b) Definitions. As used in this clause: *Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986. *Inverted Domestic Corporation*. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Treatment of Certain Rights.*

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows: (i) warrants; (ii) options; (iii) contracts to acquire stock; (iv) convertible debt instruments; and (v) others similar interests.

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

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

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

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

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

[END OF SECTION L]

Section M - Evaluation Factors for Award

M.1 Multiple Awards:

The Government contemplates awarding multiple Indefinite Delivery Indefinite Quantity IDIQ contracts and prototype project(s) as the initial Task Order.

M.2 Source Selection Process:

The Government will evaluate each Offeror's concept paper/qualifications statement in its totality. This means that the Government will include in its down-select those concept papers whose approach best meets the Government's requirements, as evaluated, using the Phase I criteria set forth below. The outcome of this Phase I decision will determine those Offerors that will be invited to participate in Phase II. The Government will invite up to 20 Offerors to participate in Phase II.

For those offerors invited to participate in Phase II, the Government will evaluate each proposal in its totality. Similar to Phase I, this means that the Government will evaluate all Phase II proposals in accordance with the Phase II evaluation criteria set forth below. Multiple awards will be made to offerors whose Phase II proposal provide the best value to the Government.

The Government intends to evaluate proposals and award without further communication with Offerors. Therefore, the Offeror's submission for Phase I and Phase II, if invited, shall contain the Offeror's best terms. The Offeror shall assume that the Government has no prior knowledge of the Offeror's experience and that the Government will base its evaluation on the information presented in the Offeror's submission for Phase I and, if invited, for Phase II.

M.3 Basis of Award:

These awards will be made in accordance with Federal Acquisition Regulation (FAR) 15.101-1 Best Value Trade-Off Process. Award(s) will be made to the offerors whose proposal the Source Selection Authority (SSA) determines conform to the solicitation, is fair and reasonable with regard to pricing for the prototype projects, and whose proposal offers the best overall value to the Government when considering price and the non-price factors described herein. The trade-off process could result in award to other than the lowest-priced Offeror or other than the Offeror rated highest on non-price factors.

M.4 Responsibility Determination:

The Government will conduct a responsibility determination of Offerors prior to any prospective contract award according to FAR 9.104 – "Standards" using data listed on SAM.GOV, as well as other applicable sources. Offerors are encouraged to verify that the information listed on SAM.GOV is up to date and accurate.

M. 5 Evaluation Factors and Relative Order of Importance:

The Government will evaluate qualifications (Phase I) and proposals (Phase II) based on the following evaluation factors and relative order of importance:

PHASE I

- Factor 1-1 – Demonstrated Experience
- Factor 1-2 – Management and Technical Competence

➤ Factor 1-3 – Prototype Concept Approach

Factor 1-3 is significantly more important than Factor 1-2. Factor 1-2 is more important than Factor 1-1.

PHASE II

- Factor 2-1 – Technical and Management Capability
- Factor 2-2 – Feasibility and Fit of the Prototype Wall Design
- Factor 2-3 – Past Performance
- Factor 2-4 – Small Business Subcontracting Plan
- Factor 2-5 – Price

Factor 2-2 is significantly more important than either Factors 2-1, 2-3, or 2-4 individually. Factor 2-1 is more important than Factor 2-3. Factor 2-3 is more important than Factor 2-4. All non-price evaluation factors, when combined, are significantly more important than the price.

As the non-price merits of competing Offerors' proposals approach equal, Factor 2-5 will become more important in the best value trade-off decision.

Small Businesses will be evaluated based on Factor 2-1, 2-2, 2-3, and 2-5. For Factor 2-4, Small Businesses will not be assigned a rating by the Government.

M.6 Evaluation Approach

PHASE I

Factor 1-1 – Demonstrated Experience

Evaluated based on evidence that the offeror has the demonstrated capability successfully to complete major design and construction projects of the large scope ultimately anticipated for the border wall. As part of this Factor, the Government will assess the offeror's Specialized Experience and will consider the offeror's past performance.

Evaluated the extent to which the offeror has experience with large construction projects, and how well the contractor performed on those efforts and to the extent that the contractor's financial viability, including the contractor's ability to obtain adequate bonding for large construction projects. Offeror's who provide strong substantiating evidence of experience, past performance, and financial viability will rank higher than offeror's who have weak or unsubstantiated claims. Based on the contractor's past experience, past performance, and financial viability, the Government will assess the likelihood that the offeror would successfully complete the project.

A highly confident offeror will have characteristics including, but not necessarily limited to, experience leading and successfully completing several very large projects that included design against specific customer requirements, a broad range of structures including but not limited to walls of other than solid concrete, and roads, deployment and construction in challenging areas similar to the border environment, while meeting or exceeding cost, schedule, and performance goals. Further, a highly confident offeror will have provided

highly convincing justification to validate the claims and assertions in the proposal and will show financial viability and bonding appropriate to very large construction projects.

Offerors must demonstrate that they have the ability to bond for a minimum value of \$200,000. Offerors unable to meet this requirement will receive a low confidence rating and will be eliminated from further consideration.

Factor 1-2 – Management and Technical Competence

Evaluated for evidence that the offeror has the technical and management skills necessary to lead and complete a complex design and construction effort of this nature.

Within this Factor, the Government will assess the extent to which the offeror identifies and commits key personnel with appropriate experience and qualifications. The Government will evaluate the offeror's program management approach and assess the extent to which it will help increase the likelihood of completing the task on or ahead of cost, schedule, and performance goals. The Government will review the offeror's proposed technical approach, as well as the capability of the contractor's management and technical staff. The Government will determine its confidence that the contractor's personnel and management control system will contribute to risk of program failure or likelihood of success.

A highly confident offer will have characteristics including, but not necessarily limited to, identification of key personnel with outstanding training, experience, and other qualifications; strong and credible assurance that those personnel will continue to be available throughout the period of performance, an outstanding and highly proactive program management approach with strong cost, schedule, and management controls; demonstrated experience in early identification and resolution of program variances; and outstanding technical approach with highly skilled technical personnel to support it.

Factor 1-3 – Prototype Concepts Approach

Evaluate the likelihood that the offeror's design and construction approach will result in a detailed proposal (including a 60% design) and subsequently a wall that meets or exceeds the Government's requirements.

Evaluate the contractor's design approach and its likelihood of producing a design that meets or exceeds the Government's requirements. The Government will also assess the offeror's appreciation of and ability to accommodate considerations of cost and cost-effectiveness.

Evaluate the offeror's demonstrated understanding of the border law enforcement environment, how the law enforcement environment and operations are impacted by a wall or other barrier, and how well the prototype concept accommodates operational considerations of the border environment.

A highly confident offer will have characteristics that include, but are not necessarily limited to, substantially exceeding nearly all of the Government's requirements, a complete and credible understanding of the importance of cost and cost-effectiveness throughout the design and construction process, a prototype concept that clearly accommodates and will be effective in the specific operational environment on the border, and a demonstrated ability to provide enhancements and increased performance without excessive impact to overall cost.

Offerors who fail to meet one or more of the Government's requirements, or who provide inadequate substantiation of performance to enable the Government to reach a reliable conclusion, will receive a low confidence rating and may be eliminated from further consideration.

PHASE II

Factor 2-1 – Technical and Management Capability

The Government will consider how well the offeror's technical and management approaches are likely to result in a successful prototype. In particular, the Government will consider:

- The reasonableness and realism of the offeror's proposed schedule
- The extent to which the offeror's proposal meets or exceeds requirements
- The approach to maintenance and ease of repair
- The identification of risks and plans to mitigate them
- The reasonableness of any assumptions made by the offeror's
- The offeror's approach to assessing and reporting program progress
- The offeror's approach to maintain effective communication with the Government
- The qualifications of the offeror's proposed key personnel
- The offeror's evidence from a federally approved surety indicating that the Offeror (prime contractor only) can bond for the full value of its prototype.

Factor 2-2 – Feasibility and Fit of the Prototype Wall Designs

Evaluated for evidence that the offeror understands the operational environment of the United States Border Patrol as it enforces our immigration laws along the United States Southwest Border. This will include evidence that the offeror understands the impacts of the environment on any design and construction activity.

The Government will evaluate the extent to which the offeror has demonstrated a clear understanding of the environment where the border wall will be deployed. "Environment" is intended to be a broad term. It includes not just elements like the geography and location, but also the nature of the law enforcement mission near the border. The Government will evaluate the rigor and reliability of the offeror's approach to demonstrate compliance with design requirements. The Government will also assess the soundness, effectiveness, completeness, and extent to which the offeror's 60% prototype design and construction approach accommodates and adjusts based on the environment, and how construction of a wall impacts on a wide range of considerations. Those considerations include, but are not limited to, terrain, geology, hydrology, wildlife, environmental preservation, weather, human activity, and aesthetic treatment¹ of U.S. facing exterior wall. The Government will assess how well the offeror has demonstrated an understanding of the Border Patrol's operational mission, and how the design and construction of a wall impacts that mission. The Government will evaluate whether or not the offeror has presented ideas for wall design that will enhance the effectiveness of a wall in support of the Border Patrol and as part of a broader system of elements that contribute to border security. The Government will assess the likelihood that the offeror's product will be of benefit to the United States Border Patrol.

A highly confident offer will have characteristics including, but not necessarily limited to, outstanding awareness of the broad border environment that is substantiated and reinforced by experience with similar types of construction projects in similar environments; a reflection of that understanding in the proposed approach to design and construction of a border wall; an outstanding understanding of how the presence of a wall or other infrastructure will influence the ability of the Border Patrol to perform its mission; an outstanding understanding of the importance of reliability, strength, durability, susceptibility to damage, and ability to make repairs; and a presentation of innovative thinking and concepts that would significantly enhance the United States Border Patrol's effectiveness.

¹Aesthetic Treatment – also commonly referred to as “architectural treatment”, refers to the overall form of the wall, its features such as the wall cap, wall columns, end treatments, and safety shapes. It also refers to the incorporation of color, texture, pattern, and/or imagery to the surfaces of the “Other Border Wall Prototype” structure to improve their appearance and integrate them into their surrounding urban or natural environment.

Factors 1-1, 1-2, 1-3, 2-1, and 2-2

In evaluating Factors 1-1, 1-2, 1-3, 2-1 and 2-2, the Government will consider the offeror’s approaches and the risks associated with the approaches proposed by the Offeror to arrive at a confidence assessment of the Offeror’s likelihood of successfully performing the work and meeting the RFP’s objectives. The table below shows the ratings the Government will assign in its evaluation of these factors.

RATINGS FOR FACTOR 1-1, 1-2, 1-3, 2-1 and 2-2	
Rating	Definition
High Confidence	The Government has high confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention.
Some Confidence	The Government has some confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with some Government intervention.
Low Confidence	The Government has low confidence that the Offeror understands the requirement, proposes a sound approach, or will be successful in performing the contract even with Government intervention.

Note that for Factor 2-1 and 2-2, the confidence rating will be assigned based on the evaluation of the Offeror’s written submission *and* the Offeror’s oral presentation for each factor.

Factor 2-3 – Past Performance

The Government will determine its level of confidence in the ability of the Offeror to meet or exceed the requirements based on an evaluation of the Past Performance Questionnaires (PPQs). To evaluate the PPQs, the Government will evaluate the PPQs submitted in Attachment #3 (Past Performance Questionnaire (PPQ)), reserving the right to conduct telephone interviews with the Point of Contacts submitted for each project, and assess a confidence rating according to the table below. The Government may also consider past performance reports available on other past performance databases, such as the Past Performance Information Retrieval System (PPIRS), the Construction Contractor Appraisal Support System (CCASS), and the Contractor Performance Assessment Reporting System (CPARS), as part of its evaluation.

The past performance evaluation conducted for Factor 2-3 is in addition to the Contracting Officer’s Determination of Prospective Contractor Responsibility that will be conducted in accordance with FAR 9.1.

RATINGS FOR FACTOR 2-3	
Rating	Definition

High Confidence	The Government has high confidence that the Offeror will successfully perform the required effort with little or no Government intervention.
Some Confidence	The Government has some confidence that the Offeror will successfully perform the required the required effort with some Government intervention.
Low Confidence	The Government has low confidence that the Offeror will be able to successfully perform the required effort based on recent/relevant past performance even with Government intervention.
Neutral Confidence	No recent/relevant past performance is available, or the Offeror's performance record is so sparse, such that a meaningful confidence rating cannot be assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.

Factor 2-4 – Small Business Subcontracting Plan

For Factor 2-4, Small Businesses will not be assigned a rating by the Government. All large businesses will be evaluated for this factors as follows:

The Government will assess the offeror's understanding, commitment, and past history of small business participation that will assist CBP in meeting their Small Business goals.

Reflects a valid corporate commitment between all parties in providing subcontracting opportunities for small business, small disadvantaged business, women-owned small business, Hubzone small business, and service-disabled veteran owned concerns. It is more advantageous to demonstrate specific, binding commitments for substantive work for this proposed effort;

The Government will assess how successful the offeror has been in meeting and/or exceed their subcontracting goals on previously performed contracts.

Reflects compliance with CBP goals listed in Section L

SMALL BUSINESS	38%
SMALL DISADVANTAGED	5%
WOMAN OWNED	5%
HUBZONE	3%
SERVICE DISABLED VETERAN OWNED	3%

The Offeror demonstrates realistic targets expressed in dollars and in percentages of the total proposed subcontracting dollars for each category listed above;

The Offeror demonstrates realistic targets for the SDB Participation Program expressed in dollars and percentages of total contract value for the authorized NAICS Industry Subsectors with respect to SDB participation in accordance with FAR 19.12; and

The Offeror's subcontracting plan meets the requirements of FAR 19.7. This is not an evaluation criterion, it is a basic contract requirement.

The Government will evaluate the Offeror's signed letter of mentor-protégé agreement approval from the DHS Office of Small Business and Disadvantaged Business Utilization (OSDBU), which is applicable only to large businesses. Small business offerors will receive the same amount of credit for being a small business (in

accordance with the NAICS code and size standard identified on the SF 1449) as large businesses who provide a signed letter of mentor-protégé agreement approval from the DHS OSDDBU.

The Government will determine its level of confidence in the ability of all Offerors (both large and small businesses) to meet or exceed the small business goals for this requirement based on an evaluation of the small business subcontracting plan.

RATINGS FOR FACTOR 2-4	
Rating	Definition
High Confidence	The Government has high confidence that the Offeror will meet or exceed the small business subcontracting goals included in the requirement.
Some Confidence	The Government has some confidence that the Offeror will meet or exceed the small business subcontracting goals included in the requirement.
Low Confidence	The Government has low confidence that the Offeror will meet or exceed the small business subcontracting goals included in the requirement.

Factor 2-5 – Price

Price will be evaluated for fairness and reasonableness through the use of price analysis. The price evaluators will also check for appearance of unbalanced line item prices. Offerors are cautioned to distribute direct costs, such as material, labor, equipment, subcontracts, etc. and to evenly distribute indirect costs, such as job overhead, home office overhead, bond, etc., to the appropriate contract line items. The prime shall presume that field overhead costs through the proposed contract duration are inclusive in the offered price for the contract.

M.7 Substantiating Evidence

The Government will consider substantiating evidence in applying the Evaluation Factors. Substantiating evidence may be used in the evaluation of all evaluation factors. Offerors are expected to substantiate claims in their proposal.

Examples of substantiating evidence include:

- Capabilities that are described by offerors in Phase II. Note: This bullet applies only to offerors within the Phase II.
- Analysis combined with outcomes, in which the analysis and outcomes support proposal claims.

[END OF SECTION M]

Attachment #1:

SOW

BORDER WALL DESIGN/BUILD IDIQ CONTRACT

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1 – INTRODUCTION

CBP seeks highly qualified Contractors to assist in the development of a new border wall design standard as well as construct border wall and supporting tactical infrastructure/technology along the southwest border. CBP seeks highly qualified Contractors to propose a border wall using an innovative approach to meet or exceed CBP's performance requirements. The proposed prototype designs shall not include the use of proprietary design or equipment. Prototypes must offer designs that are alternatives to solid concrete walls.

CBP plans to enter into multiple-award, indefinite-delivery, indefinite-quantity (IDIQ), task order contracts for Border Wall Design/Build Construction. The IDIQ may include various, simultaneous task orders ranging from \$100,000 up to \$275,000,000 per task order.

CBP anticipates awarding IDIQ contracts to multiple Contractors. All selected Contractors will be awarded one (1) task order to construct its proposed prototype. All selected Contractors may also be provided an opportunity to propose on future task order requirements that are anticipated to be both design build and design bid build task orders for border wall and supporting tactical infrastructure and technology along the southwest border. Tactical infrastructure includes: access and patrol roads, fencing, drainage structures, motorized vehicle gates, light-emitting diode (LED) lighting, fiber optics and communication towers. Technology could include remote video surveillance systems (RVSS), ground sensors, etc.

ARTICLE C.2 – BACKGROUND

The Border Patrol and Air and Marine (BPAM) Program Management Office (PMO), within the Office of Facilities and Asset Management (OFAM), manages the planning, leasing, construction and sustainment of real property for the United States Border Patrol (USBP) and Air and Marine Operations (AMO) facilities and tactical infrastructure (TI). Section 102 of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), as amended, 8 U.S.C. § 1103, provides the Department of Homeland Security with the key authority to construct – in the most expeditious manner possible – the infrastructure necessary to deter and prevent illegal entry on our southwest border. Additionally, Executive Order 13767 directs the Government to build a border wall with Mexico. The BPAM PMO is responsible for overseeing the planning and construction of the border wall.

ARTICLE C.3 – GENERAL INTENTIONS

The general intent of this acquisition is to award multiple indefinite-delivery, indefinite-quantity (IDIQ), task order contracts for the design and construction of border wall and associated tactical infrastructure/technology along the southwest border. The first task orders are anticipated to result in the design and construction of prototype walls that at a minimum meet CBP's Border Wall requirements, which are described below. CBP shall use best practices and lessons learned from the prototypes to develop a Government-approved design standard that is intended to serve as the basis for future wall construction.

CBP currently has design standards for its remaining tactical infrastructure components, which shall be provided to the IDIQ holders upon contract award. Tactical Infrastructure is defined in section C.5 Definitions.

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C.3.1 Border Wall Design Considerations:

Individual task order requests for proposals under this IDIQ shall specify requirements for each task order. There are several principal requirements that shall be reflected and incorporated in any design-build activity under this IDIQ. Threshold requirements are intended to be minimums, although the terms of individual task orders may allow flexibility for trade-offs and variations among the threshold requirements and other factors. Objective requirements indicate features that, in addition to the thresholds, have significant value and would substantially enhance the effectiveness of a wall.

Threshold Requirements

- 1) The wall design shall be physically imposing in height. The Government's nominal concept is for a 30-foot high wall. Offerors should consider this height, but designs with heights of at least 18 feet may be acceptable. Designs with heights of less than 18 feet are not acceptable.
- 2) It shall not be possible for a human to climb to the top of the wall or access the top of the wall from either side unassisted (e.g. via the use of a ladder, etc.)
- 3) The wall design shall include anti-climb topping features that prevent scaling using common and more sophisticated climbing aids (e.g. grappling hooks, handholds, etc.)
- 4) The wall shall prevent digging or tunneling below it for a minimum of 6 feet below the lowest adjacent grade.
- 5) The wall shall prevent/deter for a minimum of 30 minutes the creation a physical breach of the wall (e.g., punching through the wall) larger than 12-inches in diameter or square using sledgehammer, car jack, pick axe, chisel, battery operated impact tools, battery operated cutting tools, Oxy/acetylene torch or other similar hand-held tools.
- 6) The north side of wall (i.e. U.S. facing side) shall be aesthetically pleasing in color, anti-climb texture, etc., to be consistent with general surrounding environment. The manufacturing/construction process should facilitate changes in color and texture pursuant to site specific requirements.
- 7) The wall design shall be able to accommodate surface drainage.
- 8) The wall design shall be able to accommodate Border Patrol approved design standards for pedestrian and automated mechanized vehicle sliding gates (25 feet and 50 feet).
- 9) The wall design shall be constructible to slopes up to 45 percent.
- 10) The wall fittings and fixtures shall be secured on the north side of the wall to shield from external attack.
- 11) The wall design should be cost effective to construct, maintain and repair.

Objective Requirements

- 1) Incorporating a see-through component/capability to the wall that facilitates situational awareness but does not negate the requirements listed above is operationally advantageous.
- 2) It is operationally advantageous that the design of first 12 feet of wall height (as measured from the highest adjacent grade) be adaptable to prevent/deter for a period of time greater than 30 minutes up to 4+ hours the creation of a physical breach of the wall (e.g., punching through the wall) larger than 12-inches in diameter or square using sledgehammer, car jack, pick axe, chisel, battery operated impact tools, battery operated cutting tools, propane or butane or other similar hand-held tools.

C.3.2 Design and Construction Requirements

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The Contractor's design professionals shall be the Designers of Record for all awarded task orders to this IDIQ. They must take full responsibility for the design and must meet professional and regulatory standards. All work provided by the Contractor's Designers of Record shall be prepared by or under the direct supervision of licensed professional Engineers. Final calculations, drawings and specifications shall be affixed with signed and dated professional seals of the Architect or Engineer of Record for each specific professional discipline. Design and preparation of construction documents shall conform to all applicable codes and standards including, but not limited to, those listed within the RFP documents. The Contractor shall be responsible for the wall design. The Contractor shall be responsible for the coordination of design, engineering and construction disciplines in order to fulfill the requirements of this contract and to provide for a complete, integrated and functional design. All below grade utility crossings or other above or below grade interferences shall be coordinated, with any conflicts resolved, by the Contractor prior to start of construction.

The Contractor shall be responsible for the professional quality, code compliance, technical accuracy and coordination of all designs, drawings, specifications, and other documents or publications upon which the construction is based. Any additional Geotechnical information required by the Contractor shall be acquired as part of the design-build proposal. Construction documents shall be sufficient to afford a clear understanding of the construction work required. The work shall be organized in a manner that shall assure thorough coordination between the various details on the drawings and between the drawings and the specifications. The Contractor shall cross-check all work and certify that all conflicts have been reconciled.

The Contractor shall be responsible for the coordination of all Sub-Contractors required to complete construction.

The Contractor shall provide all labor, supervision, tools, materials, equipment, transportation, and management necessary or incidental to provide planning, construction, repair and alterations for CBP.

C.3.3 Emergency Circumstances

The Contractor shall provide the names, job titles, and contact information, to include telephone numbers (business, cell phones, facsimile, pager numbers, etc.) of a senior manager within the Contractor's organization, and a minimum of one similarly qualified alternate to serve as continuously available liaison with the BPAM PMO appointed Wall Program and Project Manager(s). The Contractor shall submit the above information to the Contracting Officer (CO) and Contracting Officer's Representative (COR) by email within two calendar days following receipt of the award. During the contract period, the Contracting Officer and the Contracting Officer's Representative (COR) shall be notified immediately, by email, of any changes regarding the designated liaisons.

C.3.4 Prototype Requirements

The Contractor shall provide for the design and construction of a full-scale prototype. The prototype wall shall be 30 feet long and meet all of the border wall requirements specified herein (with the exception of the drainage, steep slope and gate requirements). Prototypes constructed under this task order must offer designs that are alternatives to reinforced solid concrete walls (i.e. no solid concrete external faces). Alternatives may include, but are not limited to, designs that have differing materials or may not be entirely solid. The prototype will be constructed at a location in San Diego, CA as determined by the Government.

C.3.4.1 Border Wall (Task Order)

The Contractor shall provide for the design and construction of a 30 ft. long prototype. The prototype shall include the following requirements from section C.3.1 of this Statement of Work:

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Threshold Requirements

- 1) The wall design shall be physically imposing in height. The Government's nominal concept is for a 30-foot high wall. Offerors should consider this height, but designs with heights of at least 18 feet may be acceptable. Designs with heights of less than 18 feet are not acceptable.
- 2) It shall not be possible for a human to climb to the top of the wall or access the top of the wall from either side unassisted (e.g. via the use of a ladder, etc.)
- 3) The wall design shall include anti-climb topping features that prevent scaling using common and more sophisticated climbing aids (e.g. grappling hooks, handholds, etc.)
- 4) The wall shall prevent digging or tunneling below it for a minimum of 6 feet below the lowest adjacent grade.
- 5) The wall shall prevent/deter for a minimum of 30 minutes the creation a physical breach of the wall (e.g., punching through the wall) no larger than 12-inches in diameter or square using sledgehammer, car jack, pick axe, chisel, battery operated impact tools, battery operated cutting tools, Oxy/acetylene torch or other similar hand-held tools.
- 6) The north side of wall (i.e. U.S. facing side) shall be aesthetically pleasing in color, anti-climb texture, etc., to be consistent with general surrounding environment. The manufacturing/construction process should facilitate changes in color and texture pursuant to site specific requirements.
- 7) The wall design shall be able to accommodate surface drainage.
- 8) The wall design shall be able to accommodate Border Patrol approved design standards for pedestrian and automated mechanized vehicle sliding gates (25 feet and 50 feet).
- 9) The wall design shall be constructible to slopes up to 45 percent.
- 10) The wall fittings and fixtures shall be secured on the north side of the wall to shield from external attack.
- 11) The wall design should be cost effective to construct, maintain and repair.

Objective Requirements

- 1) Incorporating a see-through component/capability to the wall that facilitates situational awareness but does not negate the requirements listed above is operationally advantageous.
- 2) It is operationally advantageous that the design of first 12 feet of wall height (as measured from the highest adjacent grade) be adaptable to prevent/deter for a period of time greater than 30 minutes up to 4+ hours the creation of a physical breach of the wall (e.g., punching through the wall) no larger than 12-inches in diameter or square using sledgehammer, car jack, pick axe, chisel, battery operated impact tools, battery operated cutting tools, propane or butane or other similar hand-held tools.

C.3.4.2 Mock-Up Construction

The Contractor shall design and construct a 10 ft. by 10 ft. mock-up of an exemplar section of its prototype at a location in San Diego, CA as determined by the Government. The mock-up shall replicate the structural design of the prototype's first 10 ft. of above ground wall height (measured from the adjacent ground) and length to allow the Government to test and evaluate the anti-destruct characteristics of the bidder's wall design. The mock-up shall meet all technical requirements except the anti-dig, anti-climb, and aesthetics. The anti-dig and anti-climb characteristics will not be tested with the mock-up. The modified above ground foundation shall not affect the criteria outlined in specifications below.

The mock-up shall include the following requirements from section C.3.4.1 of this Statement of Work:

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- 1) The Contractor shall build the mock-up to reflect the maximum performance contained within the prototype design (i.e., between 30 minutes and 4+ hours).
- 2) The wall fittings and fixtures shall be secured on the north side of the wall to shield from external attack.
- 3) If the prototype wall design includes see-through component/capability then it shall be installed in the mock-up to test its anti-destruct capabilities

The mock-up shall be constructed within two (2) weeks after notice to proceed (NTP) and shall be constructed concurrent to prototype construction. Within seven (7) calendar days of notification of completion of mock-up completion of evaluation by the Government, the Contractor shall remove the structure and dispose of it properly. Disposal includes site clean-up after testing has concluded.

C.3.4.3 Project Kick-off Meeting

The Contractor shall attend a Government led project kick-off meeting eight (8) calendar days after task order award. The Contractor shall provide the following documents at the meeting:

- Detailed Schedule (recommended in Primavera) for the approach of the prototype and mock-up including, but not limited to, the following milestones: fabrication, site preparation, and install/construction to include a progress schedule. Schedule must include approach for completing construction of both the mock-up and prototype within the same thirty (30) calendar day timeline.
- Material and equipment staging plan
- Quality control (QC) plan
- Safety and security plan
- Documentation for personnel as outlined in Article C.10 Security

The Contractor shall be prepared to brief the Government on its plan and timeline for construction.

C.3.4.4 Prototype Design-Build

The purpose of the selected prototypes is to allow CBP to evaluate the features of the Contractor's design for potential inclusion in a border wall standard to be developed by the Government immediately following the construction and evaluation of the prototype designs.

The Contractor shall develop a design that meets the requirements cited in section C.3.4.1 excluding surface drainage and gates. The Contractor shall demonstrate that the design meets the requirements through the use of industry accepted practices.

- The Contractor shall conduct a final high-level design review with the Government at the project kick-off meeting.
- The Contractor shall follow all quality control and safety plans provided to the Government during the contract kick-off meeting.
- The Contractor shall be prepared to mobilize within one (1) week of contract award. Contractor shall not begin construction until Notice to Proceed (NTP) is issued. Once given NTP, Contractor shall complete prototype construction within thirty (30) calendar days.
- The Contractor shall ensure the design is compatible with the geography, terrain, and other characteristics of the prototype location. A Government provided geotechnical report will be

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provided with the Phase II solicitation. Additionally, the Government will hold a site visit at the prototype location seven (7) calendar days after the release of the Phase II solicitation.

- The Contractor shall produce and deliver to the Government the 95% design package within seven (7) calendar days of contract award.
- The Contractor shall be responsible for any staging areas as required at an offsite location. (I.e. no staging on the border will be made available by the Government).

C.3.4.5 Disposal

If, upon completion of its evaluation, the Government directs the Contractor to remove the prototype and dispose of it properly off-site, then the Contractor shall restore the site to the previously existing conditions. The Contractor shall complete the removal and restoration within fourteen (14) calendar days of notification by the Government.

C.3.4.6 Deliverables

Upon completion of the Prototype construction, the Contractor shall provide the Government 100% “as-built” designs.

Construction of a 10 ft. wall segment mock-up as defined in section C.3.4.2.

Removal of the mockup and site restoration as defined in section C.3.4.2.

Construction of a 30 ft. long prototype wall as defined in section C.3.4.1.

Removal of the prototype and site restoration as defined in section C.3.4.5.

Detailed Schedule as defined in 3.4.3

Material and Equipment Staging Plan as defined in 3.4.3

Quality Control (QC) Plan as defined in 3.4.3

Security Plan as defined in C.11 and C.11.1

Documentation for personnel as outlined in Article C.10 Security

Health and Safety Plan as defined in C.11

C.3.4.7 Government Furnished Information

Geotechnical site information for the prototype efforts will be provided in Phase II of the solicitation for the Contractor’s use. Additionally, the Government will provide 10 ft. contour topographic information of the site. This information is not site specific data and should be used for informational purposes only.

Best Management Practice (BMP) requirements for meeting all environmental considerations in the construction area will be provided in Phase II of the solicitation.

ARTICLE C.4 – CBP LOCATIONS

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Task orders under this contract may be performed at any of the following locations in the vicinity of the U.S. border with Mexico:

Southwest border in California, Arizona, New Mexico, and Texas

ARTICLE C.5 – DEFINITIONS

- a) **Access Roads.** Access roads generally provide access from public roads to the border patrol roads and to TI not accessible from a border road. Access roads are typically one-lane roads with pullouts and turnarounds to accommodate two-way traffic. The width of the access roads shall be 12 feet for one-lane roads but shall widen to 16 feet at curves and points of short sight distance. Access road width and pullout placement shall be designed to allow safe passing of two vehicles at the same time. The maximum width of access roads shall be 16 feet. Access roads are typically constructed of graded aggregate or native materials.
- b) **Border Lighting.** Border lights typically consist of LED (Light-Emitting Diode) fixtures mounted on poles to illuminate areas along and in proximity to the border to facilitate Border Patrol enforcement activities.
- c) **Contracting Officer.** “Contracting officer” means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer. “Termination contracting officer (TCO)” refers to a contracting officer who is settling terminated contracts. A single contracting officer may be responsible for duties in any or all of these areas. Reference in this regulation (48 CFR Chapter 1) to administrative contracting officer or termination contracting officer does not:
 - 1. Require that a duty be performed at a particular office or activity; or
 - 2. Restrict in any way a contracting officer in the performance of any duty properly assigned.
- d) **Contracting Officer’s Representative.** Person(s) designated by the Contracting Officer to be the authorized Government representative in charge of the project.
- e) **Contractor.** The term Contractor as used herein refers to both the prime Contractors and any of their subcontractors. The Contractor shall ensure that subcontractors comply with the provisions of this contract.
- f) **Contractor Representative.** A supervisor, superintendent, or manager assigned in accordance with the clause entitled SUPERINTENDENCE BY THE CONTRACTOR.
- g) **Drainage Structures.** Required to accommodate surface run-off and concentrated conveyance of storm water in a manner that keeps the border accessible to CBP during precipitation events.

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- h) Fiber Optics Cable. Fiber optics cabling is typically installed in proximity to wall or fence and is used by CBP to facilitate telecommunications. CBP's OIT is responsible for providing and installing any electronics associated with the fiber optics cable.
- i) Gates. Gates in fencing and walls are needed to access International Boundary & Water Commission (IBWC) border monuments; accommodate large quantities of concentrated storm water run-off; and accommodate passage of authorized vehicles and personnel. The gates are manually operated with the exception of vehicle gates, which can be mechanized and automated if required.
- j) Patrol Roads. Border patrol roads are generally oriented parallel with the border and are used for direct enforcement of the border. Border roads are typically 20 feet wide and are posted for 25 miles per hour travel. These roads shall be designed to allow safe passing of two vehicles at the same time. The roads are constructed of asphalt, concrete or graded aggregate depending on the topography and geotechnical conditions.
- k) Quality Assurance (QA). A method used by the CBP to provide some measures of control over the quality of purchased goods and/or services received.
- l) Quality Control (QC). A method used by the Contractor to control quality of goods and/or services produced.
- m) Scope of Work. Refers to a specific job which shall be ordered by an individual task order.
- n) Tactical Infrastructure (TI). TI are physical components designed to assist the Border Patrol in securing the border. These components include but are not limited to wall, fence, roads, gates, bridges, lights, boat ramps, and grates. TI facilitates deterrents and acts as an impediment that slows, delays, contains and serves an obstacle to illicit cross-border activities.
- o) Task Order. "Task order" means an order for services placed against an established contract or with Government sources.
- p) Telecommunications Towers. Towers ranging from 80 feet to several hundred feet used by CBP to provide tactical communications for Border Patrol command and control and safety. Towers shall include a shelter for equipment as well as a power supply, in some cases requiring solar power where electrical service is not available.
- q) Wall. An 18-30ft. tall barrier designed to prevent illegal entry and drug

ARTICLE C.6 – SCOPE OF WORK – DESIGN-BUILD PLANNING SERVICES

For Design-Build requirements, the Contractor shall provide Architectural and Engineering (A-E) planning services. A-E services that are not part of a design-build requirement are not allowed under this contract. The Contractor is required to provide detailed surveying, site layout work, shop drawings, drawings and sketches, drawings detail expansion, engineering calculations, and other related work as required to properly prepare and accomplish all design-build work. The Design-Build Contractor shall be responsible for the coordination of design, engineering and construction disciplines in order to fulfill the requirements of this contract and to provide for a complete, integrated and functional design. All below grade utility crossings or other above or below grade interferences shall be coordinated, with any

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conflicts resolved, by the Contractor prior to start of construction. Construction documents shall be sufficient to afford a clear understanding of the construction work required. The work shall be organized in a manner that shall assure thorough coordination between the various details on the drawings and between the drawings and the specifications. The Contractor shall cross-check all work and certify that all conflicts have been reconciled. These guidelines establish the minimum level of quality and CBP-specific requirements for all design and construction projects at CBP. The minimum requirements in this document, as modified by project-specific variances, shall be thoroughly coordinated and reflected in the drawings and specifications. The Contractor shall also comply with the latest edition of all applicable national building codes and regulations. The degree of work may vary depending on the complexity of individual projects. Project record drawings are not considered A-E planning services. Record drawings shall be provided upon the completion of every task order.

Computer-Aided Drafting and Design. Drawings shall be prepared using the latest AutoCAD release. The drawing submission shall include hard copy and electronic documents. Quantity, size and format to be specified in task order.

Plans and Specifications. The A-E shall develop project-specific plans and specifications. The A-E shall develop the new specification using the latest version of the AIA (American Institute of Architects) Master specs as the baseline. Provide ten (10) hardcopy and electronic version in Microsoft Word and Adobe PDF. Quantity, size and format (including pdf) to be specified, as applicable, in each task order.

ARTICLE C.7 – SCOPE OF WORK – CONSTRUCTION SERVICES

Specifications shall be provided to the Contractor and shall be utilized under this contract, unless otherwise directed by the Contracting Officer.

The Contractor shall be responsible for, but not limited to, the following services:

- 1) Construction services. Construction services shall be provided in response to individual task orders. The work described herein extends beyond the conventional, single project construction concept in that it may involve the planning, scheduling, coordination, procuring, and installation of a fluctuating series of related tasks.
- 2) Work and Services. The work to be performed under this contract shall include furnishing all labor, materials, supervision, coordination, miscellaneous equipment and materials required for full and complete execution of the work as defined herein and the attached standard details.
- 3) The Contractor shall perform all management, supervision, and other administrative activities necessary to assure performance in strict compliance with the terms and conditions of this contract.
- 4) The Contractor shall provide all labor, materials, equipment, supplies, permits, fees, and consultant services required to construct and install the border wall and associated tactical infrastructure including but not necessarily limited to access roads, patrol roads, fiber optics cable, drainage structures, border lighting, and tactical communication towers.
- 5) The Contractor shall be responsible for the professional quality, code compliance, technical accuracy and coordination of all designs, drawings, specifications and other documents or publications upon which the construction is based.

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- 6) All survey work performed by the Contractor, including but not limited to construction staking, topographic survey, and as-built drawings, during the design and construction shall be performed under the direction of a licensed professional Surveyor.
- 7) All construction required of the Contractor to complete the construction of the prototype and resulting task orders (if any), as well as any associated tactical infrastructure and technology insertions or add-ons, shall be in accordance with the criteria contained herein using industry standard materials and efficient practices. The Contractor shall buy materials and equipment accepted within the construction industry. The materials selected shall be of high quality, durable and easily maintained.
- 8) Beginning on the date of Notice to Proceed (NTP) on this contract, the Contractor shall be continuously available to Custom and Border Protection's representatives for response to requests for information, discussion of contract performance, and other contract administration activities such as billing or payment, etc.
- 9) The Contractor shall be responsible for the coordination of all Sub-Contractors required to complete construction.
- 10) The Contractor shall adhere to all construction related Best Management Practices (BMPs) identified by CBP in each Task Order Award. BMPs outline the Government's requirements for meeting all environmental considerations in the construction area. The Contractor shall be required to participate in CBP-provided BMP awareness training at the kickoff of the project. CBP shall conduct routine monitoring of BMP implementation during construction activities. The Contractor shall be required to immediately correct any non-compliant BMP upon notification by CBP.
- 11) Neither the Contractor, nor the Contractor's representatives, shall release any report, data, specification, photograph, cost estimate, nor other information in any form obtained or prepared under this contract without prior written approval of the Contracting Officer.
- 12) Upon completion of any construction project awarded under the IDIQ, the Contractor shall submit Final As-Built Drawings and Specifications. Other construction records, including requests for information (RFI) and QA/QC documents, shall be submitted in Adobe Acrobat PDF format.
- 13) Record Documents. During the progress of the job, the Contractor shall keep a careful record at the job site of all changes and corrections from the layouts shown on the drawings. The Contractor shall enter such changes and corrections on contract record drawings and shall indicate, in addition to all changes and corrections, the actual location of all sub-surface utility lines. In order that the location of the lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface fixtures, the end of each run, and each change in direction. Valve, splice boxes, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded. At the time of final acceptance of each structure or facility involved under the contract, the Contractor shall submit to the Contracting Officer record documents.
- 14) Record of Materials. The Contractor is required to furnish a record of materials used in the construction upon completion of each task order. The deadline for submission of the record of materials will be specified at the task order level. Submission of this data is a condition

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for final payment. Where several manufacturers 'brands, types, or classes of the item listed have been used in the project, the specific areas where each item was used shall be designated. Designation shall key to the areas and spaces depicted on the record drawings.

- 15) Contractor's Management and Supervision. The Contractor shall provide and maintain a professional staff for the management and supervision of all task orders. The Contractor is solely responsible for obtaining any other services deemed necessary for effective execution of task orders.

ARTICLE C.8 – DESIGN AND CONSTRUCTION SCHEDULE

Within seven (7) calendar days of receipt of any task order award (including the prototype task order), the Contractor shall submit a proposed design and/or construction schedule for review and approval by the Contracting Officer's Representative. The schedule shall be approved in writing by the Contracting Officer's Representative before any work is started. The schedule shall be prepared in Critical Path Method (CPM) – program based format following the outline of the component divisions and subsections of the project specifications. The schedule shall be prepared in Primavera (or equivalent scheduling software) in sufficient size and detail to clearly indicate the following:

The schedule shall include the proposed sequence of design and construction including required phasing of the work the design and construction submissions (e.g. design submissions, shop drawings, samples, and other submittal information). This should include projected submittal approval dates (allow ten (10) working days for review) and material delivery dates. Contractor shall provide Work Breakdown Schedule (WBS) for approval which shall include the activity identification system for labeling all work activities. Costs assigned to all activities shall equal the contract value, including material and equipment.

The Project Schedule shall include time scaled network diagrams; computer generated mathematical analysis reports, and associated reports as required by this Specification section. The mathematical analysis reports shall include, at a minimum, the following information:

- 1) Activity number(s) and descriptions;
- 2) All WBS codes;
- 3) Original and remaining durations for each activity;
- 4) Early start by calendar date;
- 5) Early finish by calendar date;
- 6) Late start by calendar date;
- 7) Late finish by calendar date;
- 8) Actual start by calendar date;
- 9) Actual finish by calendar date
- 10) Total float in work days;
- 11) Monetary value of each activity;
- 12) Percentage of activity complete linked to remaining duration;
- 13) Contractors earnings, based on the Contractors reported portion of activities completed and accepted; and
- 14) Imposed constraints.

All requirements shall be specified on a task order basis.

ARTICLE C.9 – CONTRACTOR QUALITY CONTROL (CQC) PROGRAM

A general description of the CQC Program shall be available for CBP review during the pre-award survey. Two copies of the complete CQC Program shall be provided to the Contracting Officer for

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review and approval within thirty (30) calendar days after award of the master contract and as changes are made thereafter. The program shall include:

- 1) A quality control inspection system covering all contract services. It must specify areas to be inspected on both a scheduled or unscheduled basis and how inspections are to be conducted.
- 2) The name(s) and qualifications of the individual(s) tasked to perform the quality control inspections, and the extent of their authority.
- 3) A method for identifying deficiencies in the quality of services performed and taking corrective action before the level of performance becomes mandatory.

A file of all Quality Control Inspections, Inspection results, and any corrective action required, shall be maintained by the Contractors throughout the term of this contract. This file shall be the property of the CBP and shall be made available to the Contracting Officer within one (1) hour of request. The file shall be turned over to the Contracting Officer within five (5) calendar days after completion/termination of the task order and prior to final payment.

ARTICLE C.10 KEY PERSONNEL

The Contractor shall provide key personnel as defined below.

Construction Superintendent:

Coordinates and oversees completion of the construction of the project. Manages the site for the Contractor and serves as field point of contact for the construction effort. Provides construction reports as per this statement of work. Coordinates scheduling of site activities with Government Project Manager and site representatives. The credentials of the proposed Construction Superintendent(s) will be reviewed to ensure they have at least ten (10) years of experience on construction projects. Provides list of employees in time to complete vetting and ensures only CBP vetted personnel are on job site.

Project Manager:

Coordinate and oversee completion of activities in all phases of the project. Manages the entire project and serves as the main contact for the Government for the project design and construction effort. Integrates and coordinates the project with design and field personnel. Ensures site personnel work with Government project team for scheduling of deliveries and construction activities. The credentials of the proposed Project Manager will be reviewed to ensure they have a technical degree and/or equivalent experience, and at least five (5) years of experience on construction projects. The credentials of the proposed Project Manager will be reviewed to ensure they have a bachelor's degree in engineering or related technical field or business/management. Additionally, a minimum of 5 years post-graduate experience managing and supervising construction projects is required.

Lead Designer:

Serves as design lead for project. Primary design contact to Government to provide all information requested to satisfy design requirements. Must be a licensed professional engineer. Ensures design meets or exceeds all Government requirements. The credentials of the proposed Lead Designer will be reviewed to ensure they are a registered professional engineer. Professional Registration and/or Licensing is required in California, Texas, New Mexico, and Arizona are preferred as well.

ARTICLE C.11 SECURITY

It shall be the Contractor's responsibility to furnish its own security for personnel and to safeguard its equipment during the entire project lifecycle. This shall include, but not be limited to, the actual project sites and/or staging areas and storage facilities. The Contractor shall install temporary chain link fencing

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with barbed wire to deter vandalism to the structures when no work is taking place. The U.S. Customs and Border Protection will not provide security for the Contractor, its equipment, or its materials.

As part of the security requirement, the Contractor shall be responsible for the development of a Security Plan in conjunction with the Health and Safety Plan. The detailed Security Plan shall include details such as, but not limited to; "fall back positions," evacuation routines and methods, muster area, medical staff members/availability, number of security personnel, qualifications, years of experience, etc. in the event of a hostile attack. This plan shall be reviewed by Contracting Officer's Representative for inspection and final acceptance prior to construction activities. The Contractor shall bring three (3) copies of the security plan to the pre-construction conference.

Additional Security requirements may be required in future task orders.

The Contractor shall be responsible for submitting a list of all personnel required at the jobsites for verification by CBP prior to conducting activities. Activities include, but are not limited to; site investigations, surveys, and construction. No employee shall be allowed on site until screened and checked for criminal history and proper immigration status. Any personnel having questionable history/backgrounds shall be rejected and not authorized to enter the jobsite. This list marked "CONFIDENTIAL" shall be submitted to the Contracting Officer for forwarding to Border Patrol personnel.

To facilitate the screening and checking of each employee entering in or working on Federal property, the General Contractor shall submit:

- The individual's full name
- Company Name
- Date of Birth (DOB)
- Social Security Number
- Driver's License and/or State Identification Number
- Place of Birth (POB)

After submission of requirements stated above, the Contractor shall proceed with all work unless further notified by the Government.

Employee Identification Badges: Contractor personnel shall wear visible Contractor-furnished employee identification badges while physically on the construction site. Each badge shall include, as a minimum, the company name, employee name, photograph of employee, Contract Title, Contract Number, and the expiration date of the badge.

D) Reporting of New and Departing Employees

The Contractor shall notify the Contracting Officer Representative (COR) and Contracting Officer within five (5) working days of staffing changes.

- i. New Employees: Provide the individual's full name, Company Name, Date of Birth (DOB), Social Security Number, Driver's License and/or State Identification Number, Place of Birth (POB)
- ii. Departing Employees: Provide the name and position title, and security clearance level held by or pending for the individual

C.11.1 Prototype Site Security

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The Contractor shall ensure all personnel employed on the construction activity become familiar with and obey construction regulations including safety, fire, traffic and security regulations. The Contractor shall also ensure all personnel keep within the limits of its designated worksite and avenues of ingress and egress. Ingress and egress of Contractor vehicles at the construction site is limited to the Contractor's gate. Hard hats must be worn in designated areas. No personnel shall enter any restricted areas unless required to do so and until cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification.

ARTICLE C.12 REPORTING REQUIREMENTS

1) TECHNICAL PROGRESS REPORTS

In addition to the required reports set forth elsewhere in this Statement of Work, the preparation and submission of regularly recurring Technical Progress Reports shall be required in any contract resulting from this solicitation. These reports shall require descriptive information about the activities under taken during the reporting period and shall require information about planned activities for future reporting periods. The frequency and specific content of these reports shall be determined prior to contract award for monitoring of the overall IDIQ contract and on a task order basis for each awarded task basis.

For proposal preparation purposes only, it is estimated that in addition to the required electronic version(s) five (5) hard copies of these reports shall be required as follows:

- ☒ Weekly
- ☐ Quarterly
- ☐ Semi-Annually
- ☐ Annually
- ☐ Annually (with a requirement for a Draft Annual Report)
- ☒ Final - Upon final completion of each task order
- ☒ Final - Upon final completion of the contract (with a requirement for a Draft Final Report)

2) OTHER REPORTS/DELIVERABLES

All required reports and deliverables shall be specified in each task order issued by the Government.

ARTICLE C.13 SPECIAL CONSIDERATIONS

Neither the Contractor nor any subcontractor or representative thereof shall release or publish any sketch, photograph, report or other material of any nature derived or prepared under any resulting task order without specific written permission of the Contracting Officer except as specifically provided in the SOW.

Copyright shall not be claimed by the Contractor for any materials produced under any resulting task order. All such materials are to remain within the public domain.

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The Contractor and those in its employ may not, during the term of the agreement, present reports of research from this project to various professional societies and publications. Abstracts and copies of these reports, presentations, or articles utilizing work sponsored by any resulting task order shall be provided to the Contracting Officer for approval prior to publication or presentation.

In the event the Contractor encounters problems in fulfilling performance requirements, or when difficulties are anticipated in complying with any task order schedule or dates, or whenever the Contractor has knowledge a potential situation is delaying or threatening to delay timely performance of tasks, the Contractor shall immediately notify the Contracting Officer by phone and in writing noting all relevant details.

The Government requires unlimited rights in any material first produced in the performance of this Contract, in accordance with the FAR clause at 52.227-17. In addition, for any material first produced in the performance of this contract, the materials may be shared with other agencies or contractors during the period of performance of any resulting task order, or after its termination. For any subcontractors or teaming partners, the Contractor shall ensure at proposal submission that the subcontractors and /or teaming partners are willing to provide the data rights required under any resulting task order.

END OF STATEMENT OF WORK

Attachment #2:

Supporting Price Details Spreadsheets

TO BE PROVIDED TO OFFERORS INVITED TO
PARTICIPATE IN PHASE II

Attachment #3:

Past Performance Reference Questionnaire

DHS CBP PAST PERFORMANCE QUESTIONNAIRE (Form PPQ)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name:

CAGE Code:

Address:

DUNs

Phone Number:

Email Address:

Point of Contact:

Contact Phone Number:

2. Work Performed as: ☐ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)

Percent of project work performed:

If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number:

Delivery/Task Order Number (if applicable):

Contract Type: ☐ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):

Contract Title:

Award Date (mm/dd/yy):

Contract Completion Date (mm/dd/yy):

Actual Completion Date (mm/dd/yy):

Original Contract Price (Award Amount):

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

4. Project Description:

Complexity of Work ☐ High ☐ Med ☐ Routine How is this project relevant to project of submission?

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name:

Title:

Phone Number:

Email Address:

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

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

8. Client's Signature:

Contractor Information (Firm Name):

Client Information (Name):

TO BE COMPLETED BY CLIENT

Meaning of Numbers: 1=Unacceptable, 2=Poor, 3=Acceptable, 4=Good, 5=Excellent
When numbers are given after a question, please circle the one that best applies.

1. QUALITY:	
a) Quality of technical data/report preparation efforts	1 2 3 4 5
b) Ability to meet quality standards specified for technical performance	1 2 3 4 5
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	1 2 3 4 5
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	1 2 3 4 5
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	1 2 3 4 5
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	1 2 3 4 5
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	1 2 3 4 5
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	1 2 3 4 5
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	1 2 3 4 5
d) Overall customer satisfaction	1 2 3 4 5
4. MANAGEMENT/ PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	1 2 3 4 5
b) Ability to hire, apply, and retain a qualified workforce to this effort	1 2 3 4 5
c) Government Property Control	1 2 3 4 5
d) Knowledge/expertise demonstrated by contractor personnel	1 2 3 4 5
e) Utilization of Small Business concerns	1 2 3 4 5
f) Ability to simultaneously manage multiple projects with multiple disciplines	1 2 3 4 5
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	1 2 3 4 5
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	1 2 3 4 5
5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	1 2 3 4 5

Contractor Information (Firm Name):

Client Information (Name):

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	1	2	3	4	5
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	1	2	3	4	5
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes			No	
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes			No	
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes			No	
6. SAFETY/SECURITY					
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	1	2	3	4	5
b) Contractor complied with all security requirements for the project and personnel security requirements.	1	2	3	4	5
7. GENERAL					
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	1	2	3	4	5
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	1	2	3	4	5
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	Yes			No	
d) In summary, provide an overall rating for the work performed by this contractor.	1	2	3	4	5

Please provide responses to the questions above (*if applicable*) and/or additional remarks. (*please attach additional pages if necessary*):

Attachment #4:

CBP Subcontracting Plan Template

EXHIBIT ■ SMALL BUSINESS SUBCONTRACTING PLAN TEMPLATE

U.S. CUSTOMS AND BORDER PROTECTION (CBP) SMALL, HUBZone SMALL, SMALL DISADVANTAGED, WOMEN-OWNED VETERAN-OWNED SMALL BUSINESS & SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN OUTLINE

The following outline meets the minimum requirements of Public Law 95-507 and the Federal Acquisition Regulation (FAR) Subparts 19.7. It is intended to be a guideline. It is not intended to replace any existing corporate plan which is more extensive. If assistance is needed to locate small business sources, contact the U.S. Customs and Border Protection (CBP) Small Business Specialist, Mr. Herman T. Shivers (202) 344-2895.

Please note that CBP has subcontracting goals of ■% for small business, ■% for HUBZONE small business, ■% for small disadvantaged business, ■% for women-owned small business and a ■% goal for Service Disabled Veteran-Owned (a subset of veteran owned small businesses) concerns for fiscal year 2016 -2017.

Identification Data:

Company Name: _____

Address: _____

Date Prepared: _____ Solicitation Number: _____

Item/Service: _____

Place of Performance: _____

1. TYPE OF PLAN: (Check only one).

_____ INDIVIDUAL PLAN: *In this type of plan all elements are developed specifically for this contract and are applicable for the full term of this contract.*

_____ MASTER PLAN: *In this type of plan, goals are developed for this contract; all other elements are standard. The master plan must be approved every three (3) years. Once incorporated into a contract with specific goals, it is valid for the life of the contract.*

_____ COMMERCIAL PLAN: *This type of plan is used when the contractor sells products and services customarily used for nongovernment purposes. Plan/goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during year approved. The contractor must provide a copy of the initial agency approval,*

2. GOALS:

FAR 19.704(a) (1) requires separate dollar and percentage goals for using small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small

business and veteran-owned small business concerns as subcontractors for the base year and each option year. (Please note that the goals for HUBZONE small business, small disadvantaged business, women-owned small business, and veteran-owned small business concerns are subsets of the small business goal).

A. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this contract is:

Please fill out Exhibit 12b, Small Business Subcontracting Plan Data Sheet.

B. Estimated dollar value* and percentage of planned subcontracting to small business concerns is: (*This figure includes the amount in C., D., E., and F. below.)

Please fill out Exhibit 12b, Small Business Subcontracting Plan Data Sheet.

C. Estimated dollar value and percentage of planned subcontracting to HUBZone small business concerns are:

Please fill out Exhibit 12b, Small Business Subcontracting Plan Data Sheet.

D. Estimated dollar value and percentage of planned subcontracting to small disadvantage business concerns is:

Please fill out Exhibit 12b, Small Business Subcontracting Plan Data Sheet.

E. Estimated dollar value and percentage of planned subcontracting to small women-owned business concerns is:

Please fill out Exhibit 12b, Small Business Subcontracting Plan Data Sheet.

F. Estimated dollar value and percentage of planned subcontracting to veteran-owned small business concerns is:

Please fill out Exhibit 12b, Small Business Subcontracting Plan Data Sheet.

G. Supplies and/or services to be subcontracted under this contract, business size (i.e., SB, HUBZone, SDB, WOSB, VOSB and LB), and the estimated dollar expenditure, are: (Check all that apply).

SUPPLY/ SERVICE	COMPANY NAME (IF KNOWN)	BUSINESS SIZE (SB, HUBZone, SDB, VOSB, LB)	DOLLAR AMOUNT
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(Attach additional sheets if necessary.)

- H. Explain the methods used to develop the subcontracting goals for small, HUBZone small business, small disadvantaged, women-owned small business, and veteran-owned small business concerns. Explain how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small, HUBZone small business, small disadvantage, women-owned small, and veteran-owned small businesses were determined, and how the capabilities of small, HUBZone small, small disadvantage, women-owned small, and veteran-owned small businesses were determined. Identify all source lists used in the determination process.

- I. Indirect and overhead costs _____ HAVE BEEN
_____ HAVE NOT BEEN

Included in the dollar and percentage subcontracting goals stated above. (Check one.)

- J. If indirect and overhead costs HAVE BEEN included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business concerns.

3. PLAN ADMINISTRATOR:

FAR 19.704 (a) (7) required information about the company employee who will administer the subcontracting program. Please provide the name, title address, phone number, position within the corporate structure and the duties of that employee.

Name:

Title:
Address:
Telephone:
Position:

Duties: Does the individual perform the following? (If NO is checked, please indicate who in the company performs those duties, or indicate why the duties are not performed in your company).

- A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business concerns.
- _____ YES _____ NO
- B. Developing and maintaining bidders' lists of small, HUBZone small, small disadvantage, women-owned small, and veteran-owned small business concerns from all possible sources.
- _____ YES _____ NO
- C. Ensuring periodic rotation of potential subcontractors on bidders' lists.
- _____ YES _____ NO
- D. Assuring that small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small businesses are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
- _____ YES _____ NO
- E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, HUBZone small, small disadvantage, women-owned small, and veteran-owned small businesses.
- _____ YES _____ NO
- F. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business participation.
- _____ YES _____ NO
- G. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by small, HUBZone small, small disadvantage, women-owned small, and veteran-owned small business concerns.
- _____ YES _____ NO
- H. Overseeing the establishment and maintenance of contract and subcontract award

records.

_____YES _____NO

- I. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

_____YES _____NO

- J. Directly or indirectly counseling small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business concerns on subcontracting opportunities and how to prepare responsive bids to the company.

_____YES _____NO

- K. Providing notice to subcontractors concerning penalties for misrepresentations of business status as small, HUBZone small, small disadvantage, women-owned small, or veteran-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.

_____YES _____NO

- L. Conducting or arranging training for purchasing personnel regarding the intent and impact of Public Law 95-907 on purchasing procedures.

_____YES _____NO

- M. Developing and maintaining an incentive program for buyers which supports the subcontracting program.

_____YES _____NO

- N. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.

_____YES _____NO

- O. Preparing and submitting timely reports.

_____YES _____NO

- P. Coordinating the company's activities during compliance reviews by Federal agencies.

_____ YES _____ NO

4. EQUITABLE OPPORTUNITY:

FAR 19.704 (a) (8) requires a description of the efforts your company will make to ensure that small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts. (Check all that apply.)

- a. Outreach efforts to obtain sources:

_____ Contacting minority and small business trade associations
_____ Contacting business development organizations
_____ Attending small and minority business procurement conferences and trade fairs
_____ Finding sources from the Small Business Administration's Procurement Network (ProNet)

- b. Internal efforts to guide and encourage purchasing personnel:

_____ Presenting workshops, seminars and training programs
_____ Establishing, maintaining and using small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business source lists, guides and other data for soliciting subcontracts
_____ Monitoring activities to evaluate compliance with the subcontracting plan

- c. Additional efforts: (Please describe.)

5. CLAUSE INCLUSIONS AND FLOW DOWN:

Far 19.704 (A) (9) requires that your company include FAR 52.219-8, "Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. Your company must require all subcontractors, except small business concerns, that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) to adopt and comply with a plan similar to the plan required by FAR 52.219.9, "Small Business Subcontracting Plan."

Your company agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals for small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business concerns must be

determined on a case-by-case basis depending on the supplies and services involved, the availability of potential small, HUBZone small, small disadvantaged, women-owned small, and veteran-owned small business subcontractors and prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports, including the Electronic Subcontracting Reporting System (eSRS), at <http://www.esrs.gov>.

6. REPORTING AND COOPERATION

FAR 19.704(a) (10) requires that your company (1) cooperate in any studies or surveys as may be required, (2) submit periodic reports into eSRS which show compliance with the subcontracting plan; (3) submit Individual Subcontracting Report (ISR), and Summary Subcontract Report (SSR), in accordance with Class Deviation from FAR dated March 8, 2006; and (4) ensure that subcontractors agree to submit the ISR and SSR into eSRS. The cognizant Contracting Officer of CBP must receive the reports (within 30 days after the close of each calendar period. That is:

<u>Calendar Period</u>	<u>Report Due</u>	<u>Date Due</u>	<u>Send Report To</u>
10/01 – 03/31	ISR	04/30	Contracting Officer
04/01 – 09/30	ISR	10/30	Contracting Officer
10/01 – 09/30	ISR	10/30	Contracting Officer

7. RECORDKEEPING:

FAR 19.704 (a) (11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. (Check all that apply.) (If NO is checked, please indicate why these types of records are not maintained).

A. *Small, small disadvantaged, women-owned small, HUBZone small, veteran-owned small business concern source lists, guides, and other data identifying such vendors.*

_____ YES _____ NO

B. *Organizations contracted for small, small disadvantaged, women-owned small, HUBZone small, veteran-owned small and service disabled veteran-owned small business sources.*

_____ YES _____ NO

C. *On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether women-owned small business concerns were solicited, and if not, why not; (4) whether HUBZone small business concerns were solicited, and if not, why not; (5) whether veteran-owned small business concerns were solicited, and if not, why not; (6) whether service disabled veteran-owned small businesses were solicited, and if not, why not; and (7) reasons for the failure of solicited small,*

small disadvantaged, women-owned small, HUBZone small, veteran-owned small, and service disabled veteran-owned small business concerns to receive the subcontract award..

_____ YES _____ NO

D. *Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conference and trade fairs.*

_____ YES _____ NO

E. *Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.*

_____ YES _____ NO

F. *On a contract-by-contract basis, records to support subcontract award data including the name, address and business size and ownership status (SDB, WOB, HUBZone, VOSB, SDVOSB, etc.) of each subcontractor. (This item is not required for company or division-wide commercial plans.)*

_____ YES _____ NO

G. *Other records to support your compliance with the subcontracting plan: (Please describe)*

8. TIMELY PAYMENT TO SUBCONTRACTORS

FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontract with small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns, and service disabled veteran-owned small business concerns.

Your company has established and uses such procedures:

_____ YES _____ NO

9. DESCRIPTION OF GOOD FAITH EFFORT

Maximum practicable utilization of small, small disadvantaged women-owned small, HUBZone small, veteran-owned small, and service disabled veteran-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S. C. 637 (d) (4) (F) directs that liquidated damages shall be paid by the contractor. In order to demonstrate your compliance with a good faith effort to achieve the small, small disadvantaged, women-owned small, HUBZone small, veteran-owned small, and service disabled veteran-owned small business subcontracting goals, **outline the steps your company plans to take.** These steps will be negotiated with the contracting officer prior to approval of the plan.

10. SIGNATURES REQUIRED

This subcontracting plan was SUBMITTED by:

Signature:

Typed Name:

Title:

Date:

This subcontracting plan was REVIEWED by:

Signature:

Typed Name:

Title: Contracting Officer

Date:

This subcontracting plan was REVIEWED by:

Signature:

Typed Name:

Title: Small Business Specialist

Date:

This subcontracting plan was REVIEWED by:

Signature:

Typed Name:

Title: Small Business Administration - PCR

Date:

This subcontracting plan was ACCEPTED by:

Signature:

Typed Name:

Title: Contracting Officer

Date:

Attachment #5:

Wage Determination

General Decision Number: CA170001 03/03/2017 CA1

Superseded General Decision Number: CA20160001

State: California

Construction Types: Building, Heavy (Heavy and Dredging),
Highway and Residential

County: San Diego County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/27/2017
2	02/17/2017
3	02/24/2017
4	03/03/2017

ASBE0005-002 07/04/2016

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 38.37	20.13
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 26.15	17.31

ASBE0005-004 07/04/2016

Attachment #5: Wage Determination – Concrete Prototype

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 18.38	10.82

BOIL0092-003 10/01/2012		
	Rates	Fringes
BOILERMAKER.....	\$ 41.17	28.27

BRCA0004-008 11/01/2016		
	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 35.30	17.35

BRCA0018-004 06/01/2016		
	Rates	Fringes
MARBLE FINISHER.....	\$ 29.20	12.93
TILE FINISHER.....	\$ 24.53	11.08
TILE LAYER.....	\$ 35.89	9.08

BRCA0018-010 09/01/2016		
	Rates	Fringes
TERRAZZO FINISHER.....	\$ 28.53	12.27
TERRAZZO WORKER/SETTER....	\$ 35.57	13.14

CARP0409-002 07/01/2008		
	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender...	\$ 299.84	9.82

Attachment #5: Wage Determination – Concrete Prototype

Amounts in "Rates" column are per day

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

CARP0547-001 07/01/2016

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 37.28	10.58
(2) Commercial Building....	\$ 32.30	10.58
(3) Heavy & Highway.....	\$ 37.15	10.58
(4) Residential Carpenter..	\$ 25.84	10.58
(5) Residential Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 40.70	17.03
PILEDRIVERMAN.....	\$ 37.28	10.58

CARP0547-002 07/01/2009

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...	\$ 21.00	8.58
Drywall Stocker/Scraper...	\$ 11.00	6.67
(2) All other work		
Drywall Installer/Lather...	\$ 27.35	9.58
Drywall Stocker/Scraper...	\$ 11.00	6.67

ELEC0569-001 10/01/2016

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 47.72	3%+12.63
Electrician.....	\$ 46.97	3%+12.63
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 42.50	3%+12.63
Electrician.....	\$ 41.75	3%+12.63

Attachment #5: Wage Determination – Concrete Prototype

ELEC0569-004 06/01/2015

	Rates	Fringes
ELECTRICIAN (Sound & Communications Sound Technician).....	\$ 29.55	11.92
SOUND TECHNICIAN: Terminating, operating and performing final check-out		

ELEC0569-005 06/06/2016

	Rates	Fringes
Sound & Communications Sound Technician.....	\$ 30.22	12.21
SOUND TECHNICIAN: Terminating, operating and performing final check-out		

* ELEC0569-006 10/01/2016

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....	\$ 29.50	8.31
Utility Technician #2.....	\$ 24.65	8.16

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV and communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

Attachment #5: Wage Determination – Concrete Prototype

ELEC0569-008 06/06/2016

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 31.69	3%+6.61

ELEC1245-001 06/01/2015

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 52.85	15.53
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 42.21	14.32
(3) Groundman.....	\$ 32.28	14.03
(4) Powderman.....	\$ 47.19	14.60

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 52.21	31.585

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly
rate as vacation pay credit for employees with more than 5
years of service, and 6% for 6 months to 5 years of service.

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,
Labor Day, Veterans Day, Thanksgiving Day, Friday after
Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2016

Attachment #5: Wage Determination – Concrete Prototype

OPERATOR: Power Equipment (All Other Work)

	Rates	Fringes
GROUP 1.....	\$ 39.95	23.35
GROUP 2.....	\$ 40.73	23.35
GROUP 3.....	\$ 41.02	23.35
GROUP 4.....	\$ 42.51	23.35
GROUP 5.....	\$ 41.86	23.35
GROUP 6.....	\$ 41.83	23.35
GROUP 8.....	\$ 42.84	23.35
GROUP 9.....	\$ 42.19	23.35
GROUP 10.....	\$ 42.96	23.35
GROUP 11.....	\$ 42.31	23.35
GROUP 12.....	\$ 43.13	23.35
GROUP 13.....	\$ 43.23	23.35
GROUP 14.....	\$ 43.26	23.35
GROUP 15.....	\$ 43.34	23.35
GROUP 16.....	\$ 43.46	23.35
GROUP 17.....	\$ 43.63	23.35
GROUP 18.....	\$ 43.73	23.35
GROUP 19.....	\$ 43.84	23.35
GROUP 20.....	\$ 43.96	23.35
GROUP 21.....	\$ 44.13	23.35
GROUP 22.....	\$ 44.23	23.35
GROUP 23.....	\$ 44.34	23.35
GROUP 24.....	\$ 44.46	23.35
GROUP 25.....	\$ 44.63	23.35

OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)

GROUP 1.....	\$ 43.20	22.15
GROUP 2.....	\$ 43.98	22.15
GROUP 3.....	\$ 44.27	22.15
GROUP 4.....	\$ 44.41	22.15
GROUP 5.....	\$ 44.63	22.15
GROUP 6.....	\$ 44.74	22.15
GROUP 7.....	\$ 44.86	22.15
GROUP 8.....	\$ 45.03	22.15
GROUP 9.....	\$ 45.20	22.15
GROUP 10.....	\$ 46.20	22.15
GROUP 11.....	\$ 47.20	22.15
GROUP 12.....	\$ 48.20	22.15
GROUP 13.....	\$ 49.20	22.15

OPERATOR: Power Equipment (Tunnel Work)

GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35
GROUP 3.....	\$ 42.87	23.35
GROUP 4.....	\$ 43.01	23.35
GROUP 5.....	\$ 43.23	23.35
GROUP 6.....	\$ 43.34	23.35

Attachment #5: Wage Determination – Concrete Prototype

GROUP 7.....\$ 43.46 23.35

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling

Attachment #5: Wage Determination – Concrete Prototype

(above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator;

Attachment #5: Wage Determination – Concrete Prototype

Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

Attachment #5: Wage Determination – Concrete Prototype

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrappers, belly dumps and similar types in any combination, excluding compaction units -

Attachment #5: Wage Determination – Concrete Prototype

single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired

Attachment #5: Wage Determination – Concrete Prototype

earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to

Attachment #5: Wage Determination – Concrete Prototype

and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

Attachment #5: Wage Determination – Concrete Prototype

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

Attachment #5: Wage Determination – Concrete Prototype

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34, T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point

Attachment #5: Wage Determination – Concrete Prototype

which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

IRON0377-002 07/01/2016

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 28.33	20.64
Ornamental, Reinforcing and Structural.....	\$ 34.75	29.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Attachment #5: Wage Determination – Concrete Prototype

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0089-001 07/18/2016

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 29.42	19.78
Group 2.....	.\$ 30.10	19.78
Group 3.....	\$ 30.81	19.78
Group 4.....	\$ 31.61	19.78
Group 5.....	\$ 33.54	19.78
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 27.32	18.11
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).	.\$ 26.03	18.11

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominiums - excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man,

Attachment #5: Wage Determination – Concrete Prototype

top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh piling-all concrete pouring operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the chute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demolition); Guinea chaser; Headboard man-asphalt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Rippap, stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellow

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, multi-plate; Kettlemen, potmen and men applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibrating machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, asphalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or

Attachment #5: Wage Determination – Concrete Prototype

non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller-all power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power.

LABO0089-002 11/01/2016

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 29.62	15.89

LABO0089-004 07/03/2016

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 30.54	17.89
Group 2.....	\$ 31.00	17.89
Group 3.....	\$ 31.41	17.89
Group 4.....	\$ 32.25	17.89
Group 5.....	\$ 36.37	17.89

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls,

Attachment #5: Wage Determination – Concrete Prototype

floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-klold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, m makeing of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48

Attachment #5: Wage Determination – Concrete Prototype

inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prefabricated Manhole Installer, Sandblast Nozzleman (Water Blasting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

LABO0300-005 01/01/2017

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 31.88	16.82

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO1184-001 07/04/2016

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 33.65	13.95
(2) Vehicle Operator/Hauler.	\$ 33.82	13.95
(3) Horizontal Directional		

Attachment #5: Wage Determination – Concrete Prototype

Drill Operator.....	\$ 35.67	13.95
(4) Electronic Tracking		
Locator.....	\$ 37.67	13.95
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 34.86	17.03
GROUP 2.....	\$ 36.16	17.03
GROUP 3.....	\$ 38.17	17.03
GROUP 4.....	\$ 39.91	17.03

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1414-003 08/03/2016

Rates	Fringes
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LABORER

PLASTER CLEAN-UP LABORER....	\$ 31.60	19.28
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Attachment #5: Wage Determination – Concrete Prototype

PLASTER TENDER.....\$ 34.15 19.28

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:

Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2015

Rates Fringes

Painters: (Including Lead Abatement)

(1) Repaint (excludes San Diego County).....\$ 27.29 12.83
(2) All Other Work.....\$ 30.72 12.83

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-010 10/01/2015

Rates Fringes

DRYWALL FINISHER/TAPER

(1) Building & Heavy Construction.....\$ 27.84 15.20
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....\$ 21.00 13.91

PAIN0036-012 10/01/2016

Rates Fringes

GLAZIER.....\$ 41.55 11.93

PAIN0036-019 01/01/2017

Attachment #5: Wage Determination – Concrete Prototype

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 28.77	13.31

PLAS0200-005 08/06/2015

	Rates	Fringes
PLASTERER.....	\$ 38.44	13.77

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS
BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional
per hour.

PLAS0500-001 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 23.84	21.17
GROUP 2.....	\$ 25.49	21.17
GROUP 3.....	\$ 27.57	21.17

CEMENT MASONS - work inside the building line, meeting the
following criteria:

GROUP 1: Residential wood frame project of any size; work
classified as Type III, IV or Type V construction;
interior tenant improvement work regardless the size of the
project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

PLUM0016-006 07/01/2016

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton.....	\$ 51.69	21.41
Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not		

Attachment #5: Wage Determination – Concrete Prototype

to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 47.19	21.41
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 45.73	20.43
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 35.69	18.76

PLUM0016-011 07/01/2016		
	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 38.17	17.33

PLUM0345-001 07/01/2014		
	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.	\$ 29.27	19.75
Sewer & Storm Drain Work...	\$ 33.24	17.13

ROOF0045-001 07/01/2014		
	Rates	Fringes
ROOFER.....	.\$ 27.73	8.12

SFCA0669-001 04/01/2016		
	Rates	Fringes
SPRINKLER FITTER.....	\$ 37.67	19.56

SHEE0206-001 07/01/2015		
	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 37.55	23.23
Except Camp Pendleton.....	\$ 35.33	23.23

Attachment #5: Wage Determination – Concrete Prototype

Sheet Metal Technician..... \$ 25.22 6.69

SHEET METAL TECHNICIAN - SCOPE:

a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

TEAM0036-001 07/04/2016

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 15.90	30.69
GROUP 2.....	\$ 23.49	30.69
GROUP 3.....	\$ 23.69	30.69
GROUP 4.....	\$ 23.89	30.69
GROUP 5.....	\$ 24.09	30.69
GROUP 6.....	\$ 24.59	30.69
GROUP 7.....	\$ 26.09	30.69

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

Attachment #5: Wage Determination – Concrete Prototype

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclids or like Equipment)

GROUP 7: Repairman

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

Attachment #5: Wage Determination – Concrete Prototype

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.

Attachment #5: Wage Determination – Concrete Prototype

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an

Attachment #5: Wage Determination – Concrete Prototype

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 DECISION

Attachment #6:

SF-24 Bid Bond

BID BOND <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB Control Number: 9000-0045 Expiration Date: 7/31/2019
Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 25 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.		
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER <i>(Specify)</i>	
SURETY(IES) <i>(Name and business address)</i>		
STATE OF INCORPORATION		

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NUMBER
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR <i>(Construction, Supplies or Services)</i>	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL						
SIGNATURE(S)	1.	2.	3.	Corporate Seal		
	(Seal)	(Seal)	(Seal)			
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.			
INDIVIDUAL SURETY(IES)						
SIGNATURE(S)	1.	2.				
	(Seal)	(Seal)				
NAME(S) <i>(Typed)</i>	1.	2.				
CORPORATE SURETY(IES)						
SURETY A	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.			

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

Attachment #7:

Payment and Performance Bonds

PAYMENT BOND <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	OMB Control Number: 9000-0045 Expiration Date: 7/31/2019
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Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 60 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER <i>(Specify)</i>												
	STATE OF INCORPORATION												
SURETY(IES) <i>(Name(s) and business address(es))</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center;">PENAL SUM OF BOND</th> </tr> <tr> <td style="width: 25%;">MILLION(S)</td> <td style="width: 25%;">THOUSAND(S)</td> <td style="width: 25%;">HUNDRED(S)</td> <td style="width: 25%;">CENTS</td> </tr> <tr> <td colspan="2" style="height: 40px; vertical-align: bottom;">CONTRACT DATE</td> <td colspan="2" style="height: 40px; vertical-align: bottom;">CONTRACT NUMBER</td> </tr> </table>	PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	CONTRACT DATE		CONTRACT NUMBER	
PENAL SUM OF BOND													
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS										
CONTRACT DATE		CONTRACT NUMBER											

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
	SIGNATURE(S)	1.	2.	3.
		(Seal)	(Seal)	(Seal)
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.
INDIVIDUAL SURETY(IES)				
	SIGNATURE(S)	1.	2.	
		(Seal)	(Seal)	
	NAME(S) <i>(Typed)</i>	1.	2.	
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS			STATE OF INCORPORATION
				LIABILITY LIMIT \$
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
Corporate Seal				

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

PERFORMANCE BOND (See instructions on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract)	OMB Control Number: 9000-0045 Expiration Date: 7/31/2019
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Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 60 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify)			
	STATE OF INCORPORATION			
SURETY(IES) (Name(s) and business address(es))	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NUMBER	

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and

(2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.


WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.	Corporate Seal	
	(Seal)	(Seal)	(Seal)		
NAME(S) & TITLE(S) (Typed)	1.	2.	3.		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.		2.		
	(Seal)		(Seal)		
NAME(S) (Typed)	1.		2.		
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT (\$)
	SIGNATURE(S)	1.		2.	
	NAME(S) & TITLE(S) (Typed)	1.		2.	
				Corporate Seal	

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

BOND PREMIUM 	RATE PER THOUSAND (\$)	TOTAL (\$)

INSTRUCTIONS

- This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.

Attachment #8:

Project Performance Survey

CBP CONTRACTOR PERFORMANCE EVALUATION SURVEY

CONTRACTOR NAME: _____

CONTRACT NUMBER: _____

POINT OF CONTACT: _____

DELIVERY ORDER NO.: _____

1. Project Description: Complexity of Work ☐ High ☐ Medium ☐ Low

2. Please provide ratings and comments regarding the Contractor's performance in each area below using the following ratings: Excellent (3), Acceptable (2), or Unacceptable (1).

:	3	2	1
Quality of Product or Service:			
Timeliness or Scheduling of Service/Deliveries:			
Business Relations/Customer Satisfaction			
Key Personnel and Staffing (Including Subcontractors)			
Ability to meet the terms and conditions within the contractually agreed price(s)?			
Compliance with contractual terms/provisions			

3. Would you hire this contractor to provide services for your organization in the future? Please provide comments using additional pages if desired.

Signed: _____