

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NUMBER 37050PR24000065	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> INVITATION FOR BID <input checked="" type="checkbox"/> NEGOTIATED (RFP) <input type="checkbox"/> REQUEST FOR PROPOSAL	3. DATE ISSUED 11JUN2024	PAGE OF PAGES 1 33
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**IMPORTANT** - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
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7. ISSUED BY  Contracting Specialist Attn: Sergio Cosby USCG Sector Delaware Bay 1 Washington Avenue Philadelphia, PA 19147	CODE	8. ADDRESS OFFER TO  Contractors may mail proposals to address stated in Block #7 OR Contractors may submit offer via e-mail to: Sergio.A.Cosby@uscg.mil
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9. FOR INFORMATION CALL: ►	a. NAME Sean McGinty	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 516-322-6561
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### 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*)

11. The contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____).
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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 type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 4pm EST (hour) local time 25JUN2024 (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.
- An offer guarantee  is,  is not required.
- 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.
- Offers providing less than \_\_\_\_\_ 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)

Devo Unlimited, LLC  
 18247 Flower Hill Way, Ste A  
 Gaithersburg, MD 20879

15. TELEPHONE NUMBER (Include area code)

(301) 875-9146

16. REMITTANCE ADDRESS (Include only if different than Item 14.)

Same

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 ➤ \$33,600.00 (Thirty-three thousand six hundred US dollars)

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

**19. ACKNOWLEDGMENT OF AMENDMENTS**

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

AMENDMENT NUMBER	None								
DATE									

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

DaVon Fowlkes, President

20b. SIGNATURE



20c. OFFER DATE

July 1, 2024

**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 THE UNITED STATES CODE AT

 10 U.S.C. 3204(a) ( )  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

## COVER LETTER

June 19, 2024, Revised July 1, 2024

Sergio Cosby, Contracting Specialist, [Sergio.A.Cosby@uscg.mil](mailto:Sergio.A.Cosby@uscg.mil)

Sean McGinty, Procurement Officer, [sean.f.mcginty@uscg.mil](mailto:sean.f.mcginty@uscg.mil)

**USCG Sector Delaware Bay**

1 Washington Avenue

Philadelphia, PA 19147

**From:** DaVon Fowlkes, President, (301) 875-9146, [davon@devounlimited.com](mailto:davon@devounlimited.com)

**Re.: RFP 37050PR240000065** Galley Floor Replacement

Good day Mr. Cosby and Mr. McGinty:

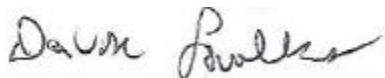
Thank you for the opportunity to bid on RFP 37050PR240000065 Galley Floor Replacement for USCG Sector Delaware Bay. Devo Unlimited, LLC has supplied a **firm fixed rate of \$33,600.00** (Thirty-three thousand six hundred US dollars). We are amenable to negotiating a best and final offer (BAFO). Our bid is guaranteed for 120 days from date of submission.

Devo Unlimited has gone to great lengths to submit the following Technical Proposal to be 100% responsive to and 100% compliant with the requirements in the RFP. Our team is licensed, certified, and meticulous.

We are a growing Minority-Owned Company headquartered in Gaithersburg, MD. Our team of quality and certified professionals exemplifies expertise in removing, repairing, replacing, and refinishing. For 20 years we have been especially well known and have earned an unblemished reputation for installing and refinishing epoxy, terrazzo, marble, concrete, stone, and hardwood flooring and leaving our work areas 5-star move-in-ready clean.

Our President, Davon Fowlkes looks forward to making a Proposal Presentation upon request. He will also be the Project Manager and single POC for the contract when awarded.

With the authority to bind and sincere regards,



6/19/2024 and July 1, 2024

DaVon Fowlkes, President

Date



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**DevoUnlimited**

**DEVOUNLIMITED.COM    UEI: DLNAFTGG7R33    EIN: 26-1212060**

## **PROJECT COST, DURATION, PROCESS & MATERIALS**

Our bid is \$33,600.00. The maximum duration of the project will be thirty-five (35) calendar days from the start of work.

### **Process: Mess Deck**

1. Color/Blend: Surecrete Transfloor – Steel Blue
2. Remove and properly expose existing ceramic tile.
3. Prep and profile floor to receive new epoxy flooring.
4. Apply base coat.
5. Apply 2nd coat.
6. Apply Lockdown clear coat.
7. Apply urethane coat with aggregate to increase slip resistance.

### **Process: Serving Line Area**

Color/Blend: Surecrete Transfloor – Hybrid Stone Flake (Agate)

1. Remove and properly expose existing ceramic tile.
2. Prep and profile floor to receive new epoxy flooring.
3. Apply base coat.
4. Apply 2nd coat.
5. Apply Lockdown clear coat.
6. Apply urethane coat with aggregate to increase slip resistance.

### **Materials**

Elite Crete Systems Northeast  
701 Canal Street Unit C1  
Bristol, PA 19007

- Tinted Base Coat = E100-PT1 UBC Epoxy
- Body Coat = E100-PT1 SHD Clear Epoxy
- Urethane Coat = AUS-V Chemical Resistance



## QUALIFICATION STATEMENT

Devo Unlimited, LLC routinely perform projects of 300,000-plus square feet with our permanent staff and on-call team members. We have all the personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and non-personal services necessary to perform all work in connection with this project. We have the capacity to purchase materials when not supplied.

Our 15-plus years of hiring subcontractors and performing as subcontractors ready us to acquire and manage subs as needed, on short notice if necessary. We follow and enforce Davis-Bacon labor standards.

We begin every contract with an approved process plan and approved safety plan. It is in our charter to do no harm.

### Our Standard Practices

Devo Unlimited, LLC prides itself in being a leader in flooring removal and installation. Demonstrating leadership is our daily approach, and we passionately lead the way in making these facets of business standard practice:

- Understands when there are **no government furnished materials** (GFM) we are to supply all management, supervision, labor, administrative support, uniforms, supplies, materials, equipment, tools, and parts required to perform all services described in the Contract, Purchase Order, or Statement of Work (SOW).
- Warrants that all our services will be impeccably and aesthetically executed while following all applicable **compliance requirements** for optimal health and safety of every person who enters any work area.
- **Staffing and managing** shifts as needed (including all holidays if applicable) with top talent will be job one, and it will be our responsibility to vet every staff member and anyone who is called in to replace or cover for them for any reason of absence, and we correct any deficiencies at no additional cost.
- We routinely require our team to rigorously **follow standards** from OSHA to the Act for the Preservation of American Antiquities, and everything in between in everything we do.
- We maintain current **safety plans** for our clients, our employees, and other team members at all times.
- Non-performance of work is unacceptable to us. Only **top performance** is delivered.
- We have **affiliate specialists** who can perform excluded and supplemental services on short notice should they be needed.
- We follow **green practices** whenever prudent and possible.
- We are sticklers for the administrative aspect of our client services and all **documentation and reporting** will be precise and thorough.

## Knowledge, Experience, and Capability

While Devo Unlimited, LLC has been a Maryland corporation since 2011, our core management team has been providing flooring and janitorial services of all kinds for 20 years. We've always been amenable to using green products if they exist and can provide quality we can guarantee for a minimum of one year. We utilize GS-42 products when required by our clients or because we deem they will deliver the best result. If we know from experience that they won't, we offer our clients alternatives that will deliver quality but may be less green.

Sustainability – “meeting the needs of the present without compromising the ability of future generations to meet their own needs.” – is extremely important to us. Most of us have children and value our own health, theirs, and those of future generations. We have a second definition of sustainability at Devo Unlimited, LLC: install “products and finish and clean them in ways that last and require less frequent re-install, re-finish, strip and polish” – that's sustainability best-in-show.

From our management crew to our team members who work directly with flooring and cleaning products every day, we provide manufacturer training and certification as available. If that is not available, we train these individuals ourselves based on two decades of best practices and follow manufacturer and other use and safety standards diligently.

We review all MSDS before we make a recommendation to a client, and we review the MSDS of all materials pre-qualified by a client. Our team is Hazmat trained and rigorously aware of potential material risks and diligent about reporting our concerns to our contracting officers.

These are our high-level examples of best practices for products and equipment including:

- **Floor Sealing** – Devo Unlimited will determine the proper floor sealer for the different types of floors. All sealers will be environmentally safe and provide long lasting durability.
- **Floor Stripping** – SafStrip 8 by Prosoco is a neutral-pH stripping compound that removes the most high-strength coatings. SafStrip 8 removes these coatings without the use of methylene chloride or methanol. We follow SafStrip 8 with Prosoco's neutral cleaner to remove all stripping residue to prepare the floor to receive sealer.
- **Floor Refinishing** – Terrazzo floors are refinished using a series of resin diamond abrasive discs followed by the use Hertron terrazzo sealer and steel wool pads. Concrete floors are refinished by the use of a series of resin diamond abrasive disc and Prosoco's polishguard. Other hard surface flooring is refinished using Daycon's TopGun low VOC floor finish.
- **Carpet Extraction** – Devo Unlimited follows the “cleaning pie” method which consists of time, agitation, chemical, and temperature. The use of air movers will greatly decrease the drying time and allow foot traffic on the carpet sooner.
- **Hardwood Flooring Restoration** – Devo Unlimited uses industry standards for refinishing and maintaining hardwood floors. Based upon the condition of the hardwood, we can polish the floor or provide a full restoration using a series of sandpaper grits.

## **Quality Control and Training**

While we covered much of this in the previous section, it's important to note that quality is job one for us. That's how Devo Unlimited continues to grow. We have 100% contract renewal because we deliver quality product and service. We're also very proud of the fact that our government clients invite us to bid on projects because we just completed one that they are so happy with they want us to come back and do more. For example, USDA Beltsville Agricultural Center has awarded us two contracts and just invited us to bid on a third, even though some of the items needed are not on our typical schedule of deliverables.

Every day we work, we are training. Our project supervisors have eyes on our team members at all times, and they immediately involve themselves in problem and challenge resolution. These are all seen as teaching moments. It is our practice that we are all available to each other technologically to support and resolve a challenge. Our company is old-school quality aided and abetted by technology.

Formal and regularly scheduled training (topics) include but are not limited to:

- Accident Prevention
- Asbestos Abatement
- Best Practices
- Bloodborne Pathogens
- Building Specific
- Communication
- Confined Space
- Conflict Resolution
- Construction Site Inspector
- Construction Site Safety
- Control of Hazardous Material
- CPR
- Crane, Derrick, and Hoist Safety
- Critical Thinking
- Driving and Vehicle Safety
- Drug Free Workplace
- Electrical Safety
- Fire Prevention
- Emergency Management
- Environmental
- Fall Protection
- First Aid
- Forklift
- Hazmat
- Hearing Protection
- Ladder Safety
- OSHA
- Power Tools
- PPE
- Quality Control
- Respiratory Protection
- Safety Data Sheets
- Safety Orientation for New Hires
- Scaffold User Safety
- Seasonal Workplace Safety
- Toxic Exposure
- Water Safety
- Workplace Accident Reporting
- Workplace Safety

## **Staffing Challenges**

We are experts at scaling teams because we never turn down a project – no matter how big or small – because we know we can do a better job than our competitors. We have an extensive network of on-call



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project managers and laborers, and we create a full project backup team at level 1 (immediate need), level 2 (short notice), and level 3 (on-call replacement) for every contract. We refresh these levels at whatever periodicity the scope of the project demands.

Furthermore, we have access to both staffing resources in our fields of expertise, and subcontractors we've previously worked with and have iron-clad confidence in. We're a hands-on company with sufficient in-house staff to mobilize one or more to a job site when there is urgent need.

As previously mentioned, now that we are full-on servicing government contracts, we're growing fast which is further building our talent-based capacity. However, we are not sacrificing any of our ethics or quality of services for that growth.

## **WARRANTY INFORMATION**

Devo Unlimited has included our standard warranty information here and will provide manufacturer warranty(ies) at awarded as requested.

Devo Unlimited, LLC hereby warrants the floor to be free from defects in material, to provide a waterproof barrier, and will not have excessive surface wear, and will be free from delaminating for a period of 1 year from the date of installation.

1. To the property only as long as it remains in the possession of the original owner.
2. To the floor that has not been subject to accident, misuse or abuse and has been maintained per our guidelines.
3. To the floor that has not been modified, altered, or defaced, or had repairs made or attempted by others.
4. Hydrostatic pressure (caused by the presence of moisture underneath concrete slab) can cause blisters, bubbles, and other effects. Sub-surface contaminants (oil or other contaminants that can come up from within the concrete slab) can cause coating failure. Devo Unlimited, LLC is not a permanent fix for deficient concrete (concrete that breaks apart and exhibits reduced integrity) as any flooring is only as sound as the substrate it is applied over.
5. To only the floor that is not exposed to temperatures in excess of 158°F.
6. Devo Unlimited, LLC is immediately notified in writing within ten (10) days of first knowledge of a defect by its owner or his agent.
7. In some conditions, the anti-slip will wear out over time and will need to be re-applied. Devo Unlimited, LLC accepts no responsibility as to the time or amount of wearing. The customer is responsible for maintaining the safe limits for slip resistance throughout the life of the floor coating application.
8. There is the possibility that the epoxy resin can undergo ambering or yellowing in color, which is caused by sunlight or UV lights.
9. If the floor fails to perform to its published specifications, outside the limitations of this limited warranty, Devo Unlimited, LLC shall provide a replacement product or make necessary corrections.



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## REFERENCES

### **Government Contracts**

We have just recently completed these five government contract awards, and have included them as our recent and relevant projects and references:

#### **Government Contract: Install Epoxy Flooring Systems, BARC, Beltsville, MD 2<sup>nd</sup> Award**

Contract Number: 12305B23C0036

Square Footage: 11,000

Amount: \$209,208

Contract Method: RFP

Description of Project: Continuation

#### **USDA BARC**

USDA ARS NEA AAO ACQ/PER PROP, 10300 Baltimore Avenue Bldg 003, Rm 223, Barc-West, Beltsville, MD 20705

#### **Roger Ammons, Contract Specialist**

Northeast Area Acquisition & Personal Property/Fleet

Desk: 301-504-3464 | Mobile: 270-540-1684

[Roger.Ammons@usda.gov](mailto:Roger.Ammons@usda.gov)

#### **Government Contract: Install Epoxy Flooring Systems, BARC, Beltsville, MD 1<sup>st</sup> Award**

Contract Number: 12305B23R00420

Square Footage: 11,940

Amount: \$215,000

Contract Method: RFP

Description of Project: Install Epoxy Flooring System. Throughout the USDA Beltsville Agricultural Research Center's (BARC) buildings B1080 (1080sqft), B1082 (1080sqft), B1083 (1080sqft), B1182 (2625sqft), B1194 (1787sqft), B1207 (1875sqft), B1381 (384sqft), B1382 (384sqft), B1383 (384sqft), B229, Rm#101 (1568sqft), and B229, Rm#102 (1568sqft).

#### **USDA BARC**

USDA ARS NEA AAO ACQ/PER PROP, 10300 Baltimore Avenue Bldg 003, Rm 223, Barc-West, Beltsville, MD 20705

#### **Roger Ammons, Contract Specialist**

Northeast Area Acquisition & Personal Property/Fleet

Desk: 301-504-3464 | Mobile: 270-540-1684

[Roger.Ammons@usda.gov](mailto:Roger.Ammons@usda.gov)

#### **Anthony R. Harris-PMP-CORE-1, Construction Control Inspector**

202-329-0188, [anthony.harris@usda.gov](mailto:anthony.harris@usda.gov)

Start Date: 11/2023 - Completion Date: present

#### **Government Contract: WCDC Flooring Replacement and Installation**

Contract Number: 23000601-00 (Purchase Order/Requisition Number)

Square Footage: 20,000

Amount: \$300,000

Contract Method: RFP

Description of Project: Demo and removal of existing VCT flooring. Mechanically prep and clean surface to be coated. Install 4" cove base (Cove base will not be installed inside the cells). Install JetRock® or EVERLAST FLOOR™ flooring. Removal of all equipment, debris, and waste post installation. Five-star cleaning of newly installed floor.

**Wicomico County Detention Center**

411 Naylor Mill Rd., Salisbury, MD 21801

Edgar Adams, Wicomico Department of Corrections Maintenance Manager

(410) 548-4850 ext. 449, [eadams@wicomicounty.org](mailto:eadams@wicomicounty.org), Fax: (410) 548-4983

Start Date: 12/08/2022 - Completion Date: 02/10/2023

**Government Contract: Install Sikafloor Decoflex Floor System**

Contract Number: P6304620 (Purchase Order/Requisition Number)

Square Footage: 2,400

Amount: \$22,800

Contract Method: RFP

Description of Project: Remove carpet glue by Diamond grinding with vacuum assisted equipment. Profile concrete to a CSP of 3-4 profile. Repair any cracks or divots in the slab and grind all repairs smooth. Clean the floor well prior to coating with Sikafloor (DecoFlake), 161 Epoxy Primer, 264 Epoxy Base Coat with full Broadcast, 217 Epoxy Lock in Coat, 225 Epoxy Topcoat.

**Maryland Department of Transportation, Maryland Aviation Administration**

7005 Aviation Blvd., Glen Burnie, MD 21061

Vernon A. Liebenthal, Sr., Chief Facility Maintenance Officer

(410) 859-7115, [vliebenthal@bwiairport.com](mailto:vliebenthal@bwiairport.com)

John Beever

(410) 859-7200, [JBeever@bwiairport.com](mailto:JBeever@bwiairport.com), Fax: (410) 895-7323

Start Date: 11/18/2022 - Completion Date: 11/21/2022

**Government Contract: Install Epoxy Flooring System in Bathroom**

Contract Number: 23-MX-BB-003 / BPM035675

Square Footage: 2,000

Amount: \$47,800

Contract Method: RFP

Description of Project: Provided project management, labor, and all material to renovate youth bathroom. Applied Elite Crete's Hermetic Flake Flooring system to all walls, floor, and shower area. Also, removed and installed sinks, urinals and toilets.

**Department of Juvenile Services, Backbone Mountain Youth Camp**

124 Camp 4 Road, Swanton, MD 21562

Martin Conway, Maintenance Chief IV

(301) 359-9614, [martin.conway@maryland.gov](mailto:martin.conway@maryland.gov)

Start Date: 4/17/2023 End Date: 4/28/2023

We have never had a contract when we weren't on call. It's the nature of our work to constantly adjust to the needs and schedules of our clients. Our references will all attest to our accessibility and attentiveness.

### **Diverse Flooring Experience**

Please also see Section 2. EXPERIENCE ON SIMILAR OR RELEVANT PROJECTS. In that section, we focus on our government contracting past, recent, and current performance. In the table below, we'll demonstrate what we've recently completed in the private sector.

We have competency and capability in every area specified in the solicitation. These are just a few of our past and current clients:

CLIENT	PROJECT DESCRIPTION
Bluejacket	Concrete staining and polishing of new brewery in Washington, DC. Used Prosoco products for staining and sealing.
C2 Imaging	Concrete polishing and staining of old concrete. Used Prosoco products for staining and sealing.
Center Point	Maintaince of VCT tile in lobby and restroom areas. Used Daycon stripper and floor finish.
Costco	Concrete polishing of food court area. Used Prosoco polishguard as the sealer.
Department of Energy	Maintenance of 5,000 square feet of terrazzo flooring in the lobby. Used resin diamond abrasive disc and V2 sealer to preserve the terrazzo.
Fitzgerald Auto Mall	Install epoxy quartz flooring in service area. Used EliteCrete products.
Gaylord Hotel	Restoration of black marble in guest suites. Used Hertron Stone Systems products.
IKEA	Clean and seal concrete slab. Used Ameripolish products to seal the slab.
Morrison House	Restoration and Maintenance of marble lobby. Used Hertron Stone System products.



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Norwood Marble and Granite	Restoration and Maintenance of Marble flooring. Used Hertron Stone System Products.
Securities and Exchange Commission	Refinish VCT tile. Used Daycon stripper and floor finish.
Sevatec	Install epoxy flooring and concrete polishing of office suite. Combination of EliteCrete and Prosoco products.
Topaz Hotel	Maintenance of marble lobby. Used Hertron Stone System products.
Trinity Life	Concrete staining and polishing. Used Prosoco products to stain and seal the concrete slab.

For many of these, we also provided move-out/move-in services with daily workspace and final 5-star move-in-ready cleaning.



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## PROPOSER'S PERSONNEL

Devo Unlimited's president DaVon Fowlkes is 100% hands-on and present for the successful delivery on every contract award. Available 24/7 for customer satisfaction and challenge resolution, he takes immense pride in his company's reputation and is uncompromising about quality delivery and quality control. His commitment to servicing government clients is unwavering. He's empire building in the public sector – in the very best way – and will always make sure his company has an unrivaled record of past performance.

Devo Unlimited's star Field Superintendent/Supervisor D'Andre Fowlkes has been dedicated to on-site management of processes and people for 10 years. Every day and in every way, he makes sure neither fail the client or themselves. He's every bit as 24/7 accessible to the client and the workers on and vendors to each project as the company's president.

The company's flooring crew members are all trained and certified in their areas of specialty. All of them are capable project and site managers themselves.

In short, we wouldn't have responded to this RFP if we didn't know how exceptional our people are.

## COMPANY PROFILE

The required forms have been executed and are attached. The following information covers everything they may not include.

**Our bonding capacity** is currently \$3,500,000.00-plus.

### **Our Representations and Certifications Include:**

- FARS/DFARS Reps and Certs are current on SAM.gov
- DUNS NUMBER: 808099324
- Certified CAGE CODE: 6CA23
- EIN Number: 26-1212060
- Unique Entity Identification (EIN): DLNAFTGG7R33
- 8(a) Business Development Program
- MBE, SBE, DBE Certification Number: 21-476
- We Accept Credit and Purchase Cards
- APG: Automated Installation Entry (AIE)
- Maryland.gov Small Business Reserve (SBR) Program #SB20-010347
- eMaryland Marketplace vendor ID: SUP015280

**NAICS and PSC Codes:** . 221114 . 236220 . 238330 . 238340 . 238190 . 336320 . 541611 . 541612 . 561110 . 561720 . 561210 . 562910 . S201 . S214 . S216 . S299 . Q901 . Z2JZ . Z1JZ .

**General Company information:** DEVO UNLIMITED LLC is an entity in Gaithersburg, Maryland registered with the System for Award Management (SAM) of U.S. General Services Administration (GSA). The entity was registered on April 8, 2011 with Unique Entity ID (UEI) #DLNAFTGG7R33, activated on February 21, 2023, expiring on February 17, 2024, and the business was started on October 10, 2007. The registered business location is 18247 Flower Hill Way, Ste A, Gaithersburg, MD 20879-5336. The current status is Active. The entity structure is 2K - Partnership or Limited Liability Partnership. The business types are 23 - Minority Owned Business, 27 - Self Certified Small Disadvantaged Business, 2X - For Profit Organization, HQ - DOT Certified DBE, LJ - Limited Liability Company, OY - Black American Owned. The officers of the entity include Ari Ghosal, Davon Fowlkes (PRESIDENT). We are:

- Independently owned and operated,
- Not a subsidiary of another business,
- Not dominant in our fields of operation,
- Do not employ over 25 retail, 50 wholesale/construction, 100 manufacturing/service/architecture/engineering employees, and
- Have not exceeded the gross sales in any of the above categories in the past three years.

### **Affirmations**

- We have provided a Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing we are in good standing with the State of Maryland.
- Devo Unlimited is fully licensed to perform the services and provide the work product and described.

- Acknowledge there will be no Government Furnished Material (GFM) and that contractor will supply to fulfilling the contracts all labor, materials, tools, and equipment to perform work.
- Have experience with all types of floor coating removal and new-flooring installation, and we have the labor and machines to complete the job in a timely manner.
- We are currently registered and/or certified with these organizations:
  - APG: Automated Installation Entry (AIE)
  - Maryland Office of State Procurement
  - Maryland.gov Small Business Reserve (SBR) Program

### **Ability, Capacity, And Skill to Provide the Commodities or Services Required**

Devo Unlimited, LLC's 15-plus years in the flooring system business is demonstrated here threefold: 1. Our references, 2. Our partial list of clients for whom we have done projects similar in type and scope with stellar results, and 3. Our acquisition of a government contract within the first few weeks of pursuing government projects. We include process improvements and industry best practices in each step of our project and budgeted accordingly to benefit our client and deliver results surpassing expectation.

Our company guarantees our work as requested, and we are almost always retained subsequent to flooring installations to provide maintenance and cleaning as necessary. As a result of our flooring services, we have a division that performs move-in ready cleaning services on demand. Our extensive background in general commercial construction has us well poised to know what needs to be done to finish every project for ultimate performance and durability.

We are always willing and ready to provide a bid or contract bond and any audited financial documents requested.

### **Character, Integrity, Reputation, Experience, and Efficiency**

Devo Unlimited's owner and president DaVon Fowlkes lives by the motto: The only resource required to achieve is will. His team is in full agreement. Where a piece of equipment may break, a product may not achieve what it promised, the company simply does what needs to be done to get the result required, on schedule and budget.

### **Evidence Of Adequate Insurance**

We have attached our basic insurance certificate and acquire one specific to each contract.



**DEVOUNLIMITED.COM    UEI: DLNAFTGG7R33    EIN: 26-1212060**

## **ATTACHMENTS**

Attachment 1 – As Cover Page Standard Form 1442 Executed

Attachment 2 – Reference Information Form

Attachment 3 -- SF\_1442\_cont\_RFQ\_SDB Galley Floor

Attachment 4 – Certificate of Insurance

Attachment 5 – Certificate of Status, Maryland

Attachment 6 – Business License

Attachment 7 – MBE Certification Letter

Attachment 8 – Devo Unlimited Capabilities Statement

## **AFFIRMATIONS**

Devo Unlimited, LLC acknowledges and affirms in their entirety: Scope of Work (SOW) Document Requirements Sections 1. Through 16 and Cancelled and Revised SF\_1442\_cont\_RFQ\_SDB Galley Floor.

## Attachment 2

### REFERENCE INFORMATION

SOLICITATION NUMBER 37050PR240000065	DATE 6/19/24
---	-----------------

**COMPANY INFORMATION (Company name, address)**

Devo Unlimited, LLC  
18247 Flower Hill Way, Ste A  
Gaithersburg, MD 20879  
(PROVIDE REFERENCES FOR SIMILAR WORK)

TELEPHONE NUMBER (301) 875-914	<input checked="" type="checkbox"/> WORK HOURS <input checked="" type="checkbox"/> NON-WORK HOURS	FACSIMILE NUMBER n/a
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**1. LIST EXPERIENCE IN THIS TYPE OF WORK**

While Devo Unlimited, LLC has been a Maryland corporation since 2011, our core management team has been providing flooring and janitorial services of all kinds for 20 years. We routinely perform projects of 300,000-plus square feet.

**2. HAVE YOU EVER BEEN TERMINATED FROM ANY JOB? (If YES, give reason)**

NO

**3. DO YOU ANTICIPATE ANY DIFFICULTIES FINISHING THIS JOB ON TIME? (If YES, give reason)**

NO

4. PERCENTAGE OF WORK TO BE SUBCONTRACTED 0	5. ARE YOUR PREVAILING WAGES IN ACCORDANCE WITH THE DAVIS BACON WAGE ACT? YES
--	--

**6. REFERENCES (LIST THREE)**

6a. Reference #1:  Company name Person to contact Address Telephone no. Project	Federal Government: USDA BARC (2 awards) Roger Ammons, Contract Specialist 10300 Baltimore Avenue Bldg 003, Rm 223, Barc-West, Beltsville, MD 20705 270-540-1684 Install Epoxy Flooring Systems \$424,208.00
6b. Reference #2:  Company name Person to contact Address Telephone no. Project	County Government: Wicomico County Detention Center Edgar Adams, Department of Corrections Maintenance Manager 411 Naylor Mill Rd., Salisbury, MD 21801 (410) 548-4850 ext. 449 WCDC Flooring Replacement and Installation \$300,000.00
6c. Reference #3:  Company name Person to contact Address Telephone no. Project	State Government: Department of Juvenile Services Martin Conway, Maintenance Chief IV 124 Camp 4 Road, Swanton, MD 21562 (301) 359-9614 Install Epoxy Flooring System in Bathroom \$47,800.00

## ATTACHMENT 3



TO ACCESS THE STANDARD FORM (SF) 1442, DOUBLE-CLICK ON ABOVE ICON. AFTER OBTAINING THE SF 1442, CLOSE THE DOCUMENT AND CONTINUE SCROLLING DOWN FROM THIS POINT TO OBTAIN THE REMAINDER OF THE REQUEST FOR QUOTE (RFQ).

YOU MUST RETURN ONE (1) COMPLETE COPY OF THE ENTIRE SOLICITATION PACKAGE (SF-1442, AND SECTIONS B-M, PLUS THE REFERENCE SHEET). PLEASE MAIL YOUR QUOTE TO THE ADDRESS LISTED IN BLOCK 7 OF SF-1442. DO NOT CALL TO INQUIRE IF YOUR BID HAS BEEN RECEIVED AS THIS INFORMATION WILL NOT BE RELEASED.

**PART I – THE SCHEDULE**

### **SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

**B-1. Base Quote:** Provide all necessary labor, material, equipment, supervision and transportation required for US COAST GUARD SECTOR DELAWARE BAY PHILADELPHIA, PA 19147

**Base Quote: \$33,600.00 (Thirty-three thousand six hundred US dollars) (Please insert the bid amount in block 17, SF-1442, page 2).**

***NOTE: All quotes shall include taxes – no tax exemption certificate will be issued.***

PLEASE NOTE: This solicitation is issued in advance of funding. Reference FAR 52.232-18, Availability of Funds (APR 1984).

**Note: Please insert your DUNS and Taxpayer I.D. numbers below:**

**DUNS NUMBER: 808099324 TAX ID NUMBER: 26-1212060**

**CAGE CODE: 6CA23**

### **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C-1. See USCG Scope of Work for Sector Delaware Bay Galley Flooring Renovation Sheets 1-4 of 33**

## **SECTION D - PACKAGING AND MARKING**

**D-1.** All correspondence, submittals, emails etc. shall be marked with the solicitation/contract number. SEC DEL BAY Galley Flooring Project FY24

## **SECTION E - INSPECTION AND ACCEPTANCE**

A. FEDERAL ACQUISITION REGULATION (48 CFR, CHAPTER 1) CLAUSES

**E-1.** FAR 52.246-12 Inspection of Construction (AUG 1996).

## **SECTION F - DELIVERIES OR PERFORMANCE**

A. FEDERAL ACQUISITION REGULATION (48 CFR, CHAPTER 1) CLAUSES

**F-1. FAR 52.211-10 Commencement, Prosecution & Completion of Work (APR 1984).**

The Contractor shall be required to (a) commence work under this contract within 10 calendar days, (b) prosecute the work diligently, and (c) complete the entire contract within **55** calendar days after receipt of a Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

The Performance Period includes **5** weather days. The definition of weather day is as follows: A weather day must prevent work for 50 percent or more of the Contractor work day and delay work critical to the timely completion of the project. If the number of actual weather days exceeds the number of days anticipated by the Coast Guard, then the Contracting Officer may convert the qualifying days to calendar days and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)."

To minimize interference with Coast Guard operations, utilize the following phasing sequence to accomplish contract work. Coordinate timing between successive phases with Coast Guard personnel to allow for necessary relocations.

There is no Phasing in this project.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

## **G-1. DESIGNATED BILLING OFFICE AND INVOICE PROCEDURES**

(a) Submit the original invoice to the following designated billing address via ONE of the following modes, listed in descending order of preference:

(1) Invoice Processing Platform website: <https://www.ipp.gov/>

(b) In addition to the items required for submission of a proper invoice under FAR 52.232-5 and 52.232-27, each invoice shall contain the following information:

- (1) Contract and/or Delivery/Task Order Number
- (2) Last Name of the Contract Specialist **COSBY**
- (3) Invoice Routing Code: Z37050
- (4) Annotation of contractor's small business representation for accelerated payment purposes

Note: The May 2012 version of the USCG CEU Cleveland invoice (copy attached) contains the CEU Cleveland routing code, small business representation annotation, and contract specialist's name. **Utilize this version of the form- previous versions are obsolete.**

**\* Remember if you do work for other offices within the US Coast Guard be sure to change the routing symbol to reflect that office.**

(c) To facilitate processing, all proper invoices and any supporting information submitted electronically using the FINCEN web based invoice submission capability must be submitted as a single Adobe (.pdf) formatted file or as otherwise specified in the contract/task order.

(d) A courtesy copy of the invoice shall be mailed to the Contract Specialist at the following email addresses:

Contract Specialist: SERGIO COSBY  
CS Email: SERGIO.A.COSBY@USCG.MIL

(e) Supporting documentation (progress schedule, certified payrolls, documentation of payment to surety, Contractor's Release form, etc.) shall be mailed directly to the assigned Contract Specialist at USCG Sector Delaware Bay. If the required documents are not on file at the time the invoice is received, the invoice will be rejected and returned.

<https://www.ipp.gov/>

(g) In accordance with the Prompt Payment Act, for the purposes of determining a payment due date and the date on which interest will begin to accrue if a payment is late, a proper invoice shall be deemed to have been received

(1) On the later of :

(i) For invoices that are mailed or transmitted via email, the date a proper invoice is actually received by designated billing office and annotates the invoice with date of receipt at the time of receipt.

(ii) For invoices electronically transmitted by the contractor via web based submission, the date of a transmission is received by the designated billing office, and receipt confirmation is provided to the designated recipient; or

(iii) The seventh day after the date on which the property is actually delivered or performance of the services is actually completed; unless—

(a) The agency has actually accepted the property or services before the seventh day in which case the acceptance date shall substitute for the seventh day after the delivery date; or

(b) A longer acceptance period is specified in the contract, in which case the date of actual acceptance or the date on which such longer acceptance period ends shall substitute for the seventh day after the delivery date;

(2) On the date placed on the invoice by the contractor, when the agency fails to annotate the invoice with the date of receipt of the invoice at the time of receipt (such invoice must be a proper invoice); or

(3) On the date of delivery, when the contract specifies that the delivery ticket may serve as an invoice.

(4) Web based submission by the contractor and receipt confirmation does not reflect Government review or acceptance of the invoice.

**G-2. NOTE:** This contract incorporated FAR Clause 52.232-33, Payment by Electronic Funds Transfer – System for Award Management (JUL 2013). All contractors doing business with the U.S. Government are required to register in this database. No payment can be made until you are registered. You can register online via System for Award Management (SAM) accessed through <https://www.sam.gov>

**The Unique Entity ID (UEI) number is the primary identifier in System for Award Management (SAM). Contractors are located and identified in SAM by their UEI number. Therefore, the UEI number shall be inserted recorded on every invoice submitted to the U. S. Coast Guard.**

### **G-3. CORRESPONDENCE**

All correspondence, emails, invoices, etc. shall be sent directly to the address below. The Contract Officer shall also be "copied" on all emails or other correspondence pertaining to the contract.

Contracting Specialist  
Attn: Sergio Cosby  
USCG Sector Delaware Bay  
1 Washington Avenue  
Philadelphia, PA 19147  
[SERGIO.A.COSBY@USCG.MIL](mailto:SERGIO.A.COSBY@USCG.MIL)  
Phone – 609-813-3895

NOTE: The contract number shall appear in the subject line of all correspondence and emails.

### **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H-1.** The estimated range of this procurement is below \$50,000

#### **H-2. REQUIRED BONDS.**

Quotes exceeding \$150,000.00 require a Bid Bond.

Awards exceeding \$35,000.00 but not exceeding \$150,000.00: Within TEN days from the receipt of the Notice of Award the Payment Bond is required at 100% of the award amount.

Awards exceeding \$150,000.00: Performance and Payment Bonds in the amount of 100% of the contract price will be required after award of the contract. Performance and Payment Bonds shall be submitted within TEN calendar days after receipt of Notice of Award. Performance and Payment Bond Forms will be provided with the "Notice of Award."

Standard Form (SF) 24, Bid Bond (Rev. 10-98), can be accessed at  
<http://www.gsa.gov/portal/forms/type/SF> .

#### **H-3. REQUIRED INSURANCE.**

(1) Within 15 calendar days after the award of this contract or prior to commencing work, whichever occurs first, the contractor shall furnish the Contracting Specialist a certificate of insurance as evidence of the existence of the following insurance coverage

in amounts not less than the amounts specified below in accordance with FAR 52.228-5, Insurance - Work on a Government Installation. (JAN 1997)

Contractor shall maintain insurance coverage throughout the period of this contract performance. Other requirements and information are contained in the aforementioned insurance clause.

TYPE	AMOUNT
Worker's Compensation	Per State Law
<i>"Comply with applicable Federal and State worker's compensation and occupational disease statutes."</i>	
Employer's Liability Insurance:	
General Liability-Comprehensive	
Bodily Injury	\$500,000 per occurrence
Automobile Liability	
Bodily Injury	\$500,000 per occurrence
	\$200,000 per person
Property Damage	\$20,000 per occurrence
<i>"Comply with applicable Federal and State worker's compensation and occupational disease statutes."</i>	

#### **H-4. MODIFICATION PROPOSALS – PRICE BREAKDOWN.**

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown--

1. Must include sufficient detail to permit an analysis of profit, and of all costs for--

- (i) Material
- (ii) Labor
- (iii) Equipment
- (iv) Subcontracts; and
- (v) Overhead; and

2. Must cover all work involved in the modification, whether the work was deleted, added or changed.

(c) The contractor shall provide similar price breakdown to support any amounts claimed for subcontracts.

(d) The contractor's proposal shall include a justification for any time extension proposed.

#### **H-5. SUPERINTENDENCE BY CONTRACTOR – In accordance with FAR 52.236-6**

Superintendence by the Contractor, the contractor shall directly oversee all work or have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and who has authority to act for the contractor. The superintendent cannot be designated for more than one contract while on-site work is being performed. **(The superintendent and alternate shall be an employee of the prime contractor).** The profile/summary shall include an outline of the superintendent's qualifications and the extent of his authority. (DO NOT submit this information in the Safety Plan.) This information shall be submitted to the Contracting Officer, in writing, within **TEN DAYS** from issuance of the initial Notice to Proceed letter.

**Special Notice:** The Superintendent and Alternate shall have the ability to speak, read and write English fluently.

**H-6. FIELD OFFICE:** Office space and telephone service required for the Contractor's operations shall be the responsibility of the Contractor.

## **H-7. GREEN PURCHASING UNDER DHS CONSTRUCTION CONTRACTS**

Pursuant to Executive Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy and Economic Performance, the Department of Homeland Security (DHS) is committed to managing its facilities in an environmentally preferable manner that will promote the natural environment and protect the health and well being of its Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall exert its best efforts to provide its services in a manner that will promote the natural environment and protect the health and well being of Federal employees, contract service providers and visitors using the facility. Green purchasing or environmentally preferable contracting has several interacting initiatives which are described at the following Government or Industry Internet sites:

Recycled Products are described at: <http://epa.gov/cpg>

Biobased Products are described at: <http://www.iopreferred.gov/>

Energy efficient products are at: <http://energystar.gov/products> for Energy Star products

Energy efficient products are at: <http://www.eere.energy.gov/femp/procurement> for FEMP designated products

Environmentally Preferable Computers are at: <http://www.epeat.net>

Non-Ozone Depleting Alternative Products are at:

<http://www.epa.gov/ozone/strathome.html>

Water efficient plumbing products are at: <http://epa.gov/watersense>

To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor is expected to provide the environmentally preferable type of product unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards.

The clauses at Federal Acquisition Regulation (FAR) 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17, Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, contained in this contract, require the use of products that have biobased content, are energy efficient, or have recycled content. In case of an apparent inconsistency between this provision and any specification elsewhere in the contract, consult the Contracting Officer for resolution.

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

#### I-1. FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998).

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

<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil/vffar1.htm>.

#### FEDERAL ACQUISITION REGULATION (48 CFR, CHAPTER 1) CLAUSES:

- 52.204-9 Personnel 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).
- 52.204-18 Commercial and Government Entity Code Maintenance (JUL 2016).
- 52.209-2 52.209-2 -- Prohibition on Contracting with Inverted Domestic Corporations-Representation. (Nov 2015)
- 52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items). (JAN 2018))
- 52.215-8 Order of Precedence -- Uniform Contract Format (Oct 1997)
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011).
- 52.219-14 Limitations on Subcontracting (JAN 2017). **(25%)**
- 52.219-28 Post-Award Small Business Program Rerepresentation (JUL 2013).  
The Contractor represents that it [ ] is, [ ] is not a small business concern under **NAICS Code 238330** assigned to contract number 37050PR240000065.

**[Contractor to sign and date and insert authorized signer's name and title].**



July 1, 2024

Authorized signature/title	Date
----------------------------	------

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).
52.222-27	Affirmative Action Compliance Requirements for Construction (APR 2015).
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)
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (May 2008)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011).
52.227-17	Rights in Data -- Special Works (Dec 2007)
52.228-2	Additional Bond Security (OCT 1997).
52.228-11	Pledges of Assets (JAN 2012).
52.228-12	Prospective Subcontractor Requests for Bonds (MAY 2014).
52.228-13	Alternative Payment Protections (Jul 2000)
	(a) The Contractor shall submit one of the following payment protections:

—  
—

52.228-14	Irrevocable Letter of Credit (NOV 2014).
52.228-15	Performance and Payment Bonds - Construction (OCT 2010).
52.232-5	Payments Under Fixed-Price Construction Contracts (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). The due date for making PROGRESS AND FINAL PAYMENTS shall be <b>30</b> days after receipt of a proper payment request by the designated billing office.
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).
- 52.236-14 Availability and Use of Utility Services (APR 1984).
- 52.236-15 Schedules for Construction Contracts (APR 1984).
- 52.236-17 Layout of Work (APR 1984).
- 52.236-21 Specifications & Drawings for Construction (FEB 1997) Alt. I (APR 1984).
- 52.236-26 Preconstruction Conference (FEB 1995).
- 52.242-14 Suspension of Work (APR 1984)
- 52.243-5 -- Changes and Changed Conditions. (Apr 1984)
- 52.246-21 Warranty of Construction (MAR 1994).
- 52.248-3 Value Engineering--Construction (OCT 2015).
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (Apr 1984)
- 52.249-10 Default (Fixed-Price Construction) (APR 1984).

**I-2. DEPARTMENT OF HOMELAND SECURITY ACQUISITION REGULATION  
(48 CFR, CHAPTER 30 CLAUSES):**

- 3052.211-70 Index for Specifications (DEC 2003).
- 3052.222-70 Strikes or Picketing Affecting Timely Completion of the Contract Work (DEC 2003).
- 3052.222-71 Strikes or Picketing Affecting Access to a DHS Facility (DEC 2003).
  
- 3052.223-70 Removal or Disposal of Hazardous Substances – Applicable Licenses and Permits (JUN 2006).

**The contractor shall complete the following:**

**The Contractor certifies that it has [ ] does not have [ ] all licenses and permits required by Federal, state, and local laws to perform hazardous substance(s) removal or disposal services.**

- 3052.223-90 Accident and Fire Reporting (DEC 2003).
- 3052.228-70 Insurance (DEC 2003).
- 3052.228-90 Notification of Miller Act Payment Bond Protection (DEC 2003).

(c) The surety which has provided the payment bond under the prime contract is:

NAME:

---

STREET ADDRESS:

CITY, STATE, ZIP CODE:

CONTACT & TEL. NO:

---

3052.242-72 Contracting Officer's Technical Representative (DEC 2003).

**I-3. FAR 52.225-9 Buy American -Construction Materials (MAY 2014).**

(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 section 3 of the Shipping Act of 1984 (46 U.S.C. 40102(4)), such as agricultural products and petroleum products.

"Component" means any 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; or
- (2) A construction material manufactured in the United States, if –
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
  - (ii) The construction material is a COTS item.

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

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

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

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

**None**

---

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

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

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory

quality.

(c) *Request for determination of inapplicability of the Buy American statute.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

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

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

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

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

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is non-compliant 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

<u>Construction Material</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<u>Description</u>			
Item 1:			
Foreign construction material	_____	_____	_____
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).)

### **I-4. HSAR 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.

**PART III - LIST OF DOCUMENTS, EXHIBITS & OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**J-1. Construction Wage Rate Requirements. NJ29**



Philadelphia Wage  
Determination.pdf

**J-2. Request for Information (RFI) Sheet.**



REQUEST FOR  
INFORMATION.doc

**NOTE: All questions pertaining to this solicitation shall be submitted on the Request for Information (RFI) form by email to: Sergio.A.Cosby@uscg.mil All RFIs must be received in this office not later than 5 working days prior to the Quote closing.**

**J-3. Reference Information Sheet.**



REFERENCE  
INFORMATION.docx

**J-4. Galley Flooring SOW.**



Galley flooring  
SOW.docx

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**REPS & CERTS COMPLETED ON SAM.GOV for DEVO UNLIMITED,  
LLC UEI DLNAFTGG7R33**

## **SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

### **K-1. FAR 52.204-8 Annual Representations and Certifications (JAN 2018)**

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is **238330**

(2) The small business size standard is **\$19.0M**

(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) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 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.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 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.

- (xii) 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.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 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.
- (xv) 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.
- (xvi) 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.
- (xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.
- (xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
  - (A) If the acquisition value is less than \$25,000, the basic provision applies.
  - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
  - (C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.
  - (D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

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

(xxiii) 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.

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

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

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.sam.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.

## **K-2. 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)**

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

## **SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **FEDERAL ACQUISITION REGULATION (48 CFR, CHAPTER 1) SOLICITATION PROVISIONS:**

#### **L-1. FAR 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://www.arnet.gov/far> or: <http://farsite.hill.af.mil/vffar1.htm>.

52.204-7 System for Award Management (Oct 2016)

52.204-16 Commercial and Government Entity Code Reporting (Jul 2016)

52.204-17 Ownership or Control of Offeror (Jul 2016)

52.204-18 Commercial and Government Entity Code Maintenance. (Jul 2016)

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

Goals for minority participation/each trade	Goals for female participation/each trade
17.3	6.9%

(a) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is the city of Cape May, Cape May, NJ.

52.236-28 Preparation of Proposals -- Construction (Oct 1997)

**L-2. FAR 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (AUG 1998).**

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions, cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Bureau  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza, SW.  
Washington, D.C. 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

**L-3. FAR 52.211-2 Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and**

**Standardization Information System (ASSIST) (APR 2014).**

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<https://assist.dla.mil/onlilne/start/> );
- (2) Quick Search (<http://quicksearch.dla.mil/> );
- (3) ASSIST docs.com (<http://assistdocs.com> ).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by –

- (1) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index/cfm> );
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSOP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

**L-4. FAR 52.211-3 Availability of Specifications Not Listed in the Index of Federal Specifications, Standards and Commercial Item Descriptions (JUN 1988).**

The specifications cited in this solicitation may be obtained from:

Contracting Specialist  
Sergio Cosby  
Faa Technical Center BLDG 350  
Egg harbor Township, NJ 08234

**L-5. FAR 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 wage determination for a secondary site of the work.

#### **L-6. FAR 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 - Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

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

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

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

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

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

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

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

#### **L-7. FAR 52.236-27 Site Visit Construction (FEB 1995).**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting Work, will be included in any contract awarded as a result of this solicitation.

Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

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

USCG Sector Delaware Bay  
1 Washington Ave.  
PHILADELPHIA, PA 19147  
**POC: DCC SEAN MCGINTY**  
Telephone: 516-322-6561  
SEAN.F.MCGINTY@USCG.MIL

#### **L-8. NOTICE OF PREAWARD SURVEY**

(a) Offerors are advised that the Government may contact potential contractors to ascertain their capabilities to perform the work specified in this solicitation. In addition to financial statements and credit rating checks, the Government may visit a prospective contractor's facility(s). Areas of interest on this survey may include, but are not limited to the following:

- (1) Performance plans.
- (2) Quality assurance and control plans.
- (3) Personnel recruitment and training plans.
- (4) Workload factors for manpower utilization.
- (5) Management plan for handling peak workloads.
- (6) Production capability.
  - (i) plant facilities, equipment and labor resources.

- (ii) purchasing and subcontracting.
- (iii) performance record.
- (iv) ability to meet delivery schedules.

(7) Environmental and/or energy considerations.

(8) Plant safety.

(9) Technical and/or professional abilities.

(10) Security clearance.

(b) Offerors are advised that accomplishment of this survey is a part of the responsibility determination and is not to be construed as an indication that an offeror will receive or is in the best position to receive the resultant award.

## **L-9. PROGRESS PAYMENTS FOR MATERIALS RECEIVED BUT NOT INSTALLED**

FAR Clause 52.232-5 states the Contracting Officer may authorize payments for materials delivered to the site or other locations than the site but not yet installed. For this contract, the Contracting Officer may authorize payments not to exceed 80% of the cost of such material. (Payment requests for 100% of material costs will not be approved). The payment request must be accompanied by satisfactory evidence that the Contractor has acquired title to the material, that the material will be used to perform this contract, and that a designated Government Representative has certified that the material is properly stored and protected.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

**M-1. EVALUATION FACTORS:** Award shall be made to low, responsive, responsible Offeror including reviewing of references for similar work within the last three years.



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Preferred Ins. Services, Inc 4035 Ridge Top Rd Ste 150 Fairfax VA 22030	<b>CONTACT NAME:</b> Certificate Department	<b>FAX (A/C, No):</b> 703-359-5915
	<b>PHONE (A/C, No, Ext):</b> 703-359-5910	
<b>INSURED</b> Devo Unlimited D/B/A DMF Stone Restoration 18247-A Flower Hill Way Gaithersburg MD 20879	<b>E-MAIL ADDRESS:</b> Certs@preferins.com	<b>NAIC #</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Erie Insurance Exchange	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
<b>INSURER E :</b>		
<b>INSURER F :</b>		
<b>DEVOUNL-01</b>		

## COVERAGES

**CERTIFICATE NUMBER:** 1613636242

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**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

EXCLUSIONS AND CONDITIONS OF COVERED CLAIMS. LIMITS OWNED MAY HAVE BEEN REDUCED BY THIRD PARTIES.														
INSR LTR	TYPE OF INSURANCE			ADDL SUBR INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	COMMERCIAL GENERAL LIABILITY			Q36-1520914		12/15/2022		12/15/2023		EACH OCCURRENCE		\$ 2,000,000		
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)		\$ 2,000,000						
						MED EXP (Any one person)		\$ 5,000						
						PERSONAL & ADV INJURY		\$ 2,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE		\$ 4,000,000						
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG		\$ 4,000,000						
	<input checked="" type="checkbox"/> OTHER: Rented/Leased Equi					Ded \$200		\$ 50,000						
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)		\$						
	ANY AUTO					BODILY INJURY (Per person)		\$						
	OWNED AUTOS ONLY			SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident)		\$						
	HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident)		\$						
								\$						
	UMBRELLA LIAB					EACH OCCURRENCE		\$						
	EXCESS LIAB					AGGREGATE		\$						
A	DED <input type="checkbox"/> RETENTION \$							\$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N <input checked="" type="checkbox"/> N N / A	N	Q94-2800744		10/28/2022		10/28/2023		X PER STATUTE		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					OTH-ER		\$						
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT		\$ 500,000						
						E.L. DISEASE - EA EMPLOYEE		\$ 500,000						
			E.L. DISEASE - POLICY LIMIT		\$ 500,000									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**DESCRIPTION OF OPERATIONS / LOCATIONS**

## CERTIFICATE HOLDER

## CANCELLATION

State of MD  
Department of Juvenile Services  
217 East Redwood Street  
Baltimore MD 21202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

Patricia M. Sali

**STATE OF MARYLAND**  
***Department of Assessments and Taxation***

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I, MICHAEL L. HIGGS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO LIMITED LIABILITY COMPANIES , OR THE RIGHTS OF LIMITED LIABILITY COMPANIES TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT DEVO UNLIMITED L.L.C. (W12171963) , REGISTERED OCTOBER 10, 2007, IS A LIMITED LIABILITY COMPANY EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF MARYLAND, AND THAT THE LIMITED LIABILITY COMPANY IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING TO TRANSACT BUSINESS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS SEPTEMBER 29, 2023.



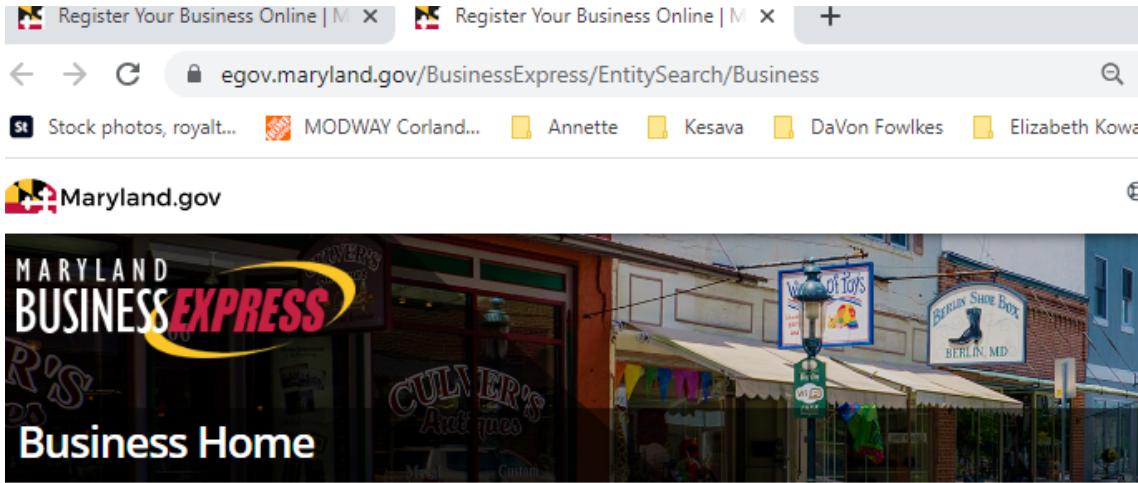
Michael L. Higgs  
Director



301 West Preston Street, Baltimore, Maryland 21201  
Telephone Baltimore Metro (410) 767-1340 / Outside Baltimore Metro (888) 246-5941  
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

## ATTACHMENT 6

**DevoUnlimited**  
[devounlimited.com](http://devounlimited.com)

A screenshot of a web browser showing the Maryland Business Express website. The URL in the address bar is 'egov.maryland.gov/BusinessExpress/EntitySearch/Business'. The page displays a search interface with fields for 'Business Name' and 'Address/Location'. Below the search bar, there is a 'Business Home' link. The background of the page shows a photograph of a street with various storefronts, including 'CULVER's', 'Woolworth', and 'Berlin Shoe Box'.

DEVO UNLIMITED L.L.C.: W12171963

[General Information](#) [Filing History](#) [Annual Report/Personal Property](#)

### General Information

**Department ID Number:** W12171963

**Business Name:** DEVO UNLIMITED L.L.C.

**Principal Office:** 18247 FLOWER HILL WAY  
SUITE A  
GAIITHERSBURG MD 20879

**Resident Agent:** DAVON FOWLKES  
7812 YANKEE HARBOR DRIVE  
MONTGOMERY VILLAGE MD 20886

**Status:** REVIVED

**Good Standing:** THIS BUSINESS IS IN GOOD STANDING

**Business Type:** DOMESTIC LLC

**Business Code:** 20 ENTITIES OTHER THAN CORPORATIONS

**Date of Formation/ Registration:** 10/10/2007 [i](#)

**State of Formation:** MD

**Stock Status:** N/A

**Close Status:** N/A



Larry Hogan  
Governor  
Boyd K. Rutherford  
Lt. Governor  
Gregory Slater  
Secretary

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August 19, 2021

DAVON FOWLKES  
DEVO UNLIMITED, LLC  
18247 FLOWER HILL WAY, SUITE A  
GAIITHERSBURG, MD 20879

Dear DAVON FOWLKES:

CERTIFICATION NO. 21-476

The Maryland Department of Transportation's (MDOT) Office of Minority Business Enterprise (OMBE) is pleased to notify you that pursuant to the Minority Business Enterprise (MBE) Program, the Disadvantaged Business Enterprise (DBE) Program, the Small Business Enterprise (SBE) Program and/or the Airport Concessions Disadvantaged Business Enterprise Program (ACDBE), it has been determined that your firm meets the eligibility standards and is certified in the following capacity:

**NAICS Code – NAICS Industry Title**

**(Specific areas of work your firm is certified to perform within that NAICS Code)**

**238330 - MBE/DBE/SBE - FLOORING CONTRACTORS (SPECIFICALLY: FLOOR LAYING, SCRAPING, FINISHING AND REFINISHING RESURFACING HARDWOOD FLOORING, WOOD FLOOR FINISHING (E.G., COATING, SANDING))**

**238990 - MBE/DBE/SBE - ALL OTHER SPECIALTY TRADE CONTRACTORS (SPECIFICALLY: CLEANING BUILDING INTERIORS DURING AND IMMEDIATELY AFTER CONSTRUCTION)**

**561720 - MBE/DBE/SBE - JANITORIAL SERVICES**

Only certified firms are eligible to fulfill minority participation goals on contracts issued by the State of Maryland.

As of the date of this letter, your firm is listed in MDOT's online Directory of Certified Firms. The Directory is maintained in real time and serves as the **official** source of your firm's certification status. It is used by prime contractors and consultants seeking participation from minority/disadvantaged subcontractors.

It is important that you check your Directory listing and contact the OMBC at 410-865-1269 regarding corrections or changes. **You must inform OMBC of any change in circumstances affecting the firm's ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in the application within 30 days of the occurrence of the change.** View your listing at <https://mbe.mdot.maryland.gov/directory/>.

Your firm must be reviewed annually in order to maintain its MBE, DBE and/or ACDBE certification status. We will contact you when it is time to begin the Annual Review process.

In order to receive notices of solicitations posted by state agencies as well as county and local government procurement buyers, you must register as a vendor on Maryland's online procurement portal, **eMaryland Marketplace Advantage (eMMA)**. Visit [www.procurement.maryland.gov](http://www.procurement.maryland.gov) to learn more.

In addition to the MBE Program, the State of Maryland offers two additional procurement programs: the Small Business Reserve (SBR) and the Veteran-owned Small Business Enterprise (VSBE) programs. Registration for these programs is also through the eMMA website.

If you would like more information about the MBE, SBR, and VSBE procurement programs, as well as free educational and business development tools available from the Governor's Office of Small, Minority, and Women Business Affairs, visit their website at [www.goMDsmallbiz.maryland.gov](http://www.goMDsmallbiz.maryland.gov).

If you need any additional information, contact the Office of MBE via telephone using 1-800-544-6056 or 410-865-1269.

Sincerely,



Monica A Crusse, Chairperson  
Minority Business Enterprise Advisory Committee  
Office of Minority Business Enterprise

cc: Sabrina Bass  
Director  
Office of Minority Business Enterprise

# DevoUnlimited



**CAPABILITIES  
STATEMENT**

## **We Are a Small Minority-Owned Company with Big Skills.**

Headquartered in Gaithersburg, MD., Devo Unlimited's ownership and management team has combined experience of over 15 years in general construction including decorative concrete. Our team of certified professionals exemplify expertise over the thousands of hours spent in high-skill property, project and construction management, and five-star custodial services. From utilizing top rated products and systems to our company culture, we see our business as a vehicle to make a positive impact.



## **Featured Clients**

USDA Beltsville Agricultural Research Center (BARC) .  
Wicomico County Detention Center . MDOT Maryland  
Aviation Administration . Maryland Department of Juvenile  
Services . Bluejacket . C2 Imaging . Camson Construction .  
Center Point . Costco . Department of Energy . Fitzgerald  
Auto Mall . Floorgem Services . Gaylord Hotel . IKEA .  
Morrison House . NE Contractors . Norwood Marble and  
Granite . Securities and Exchange Commission . Sevatec .  
Topaz Hotel . Trinity Life



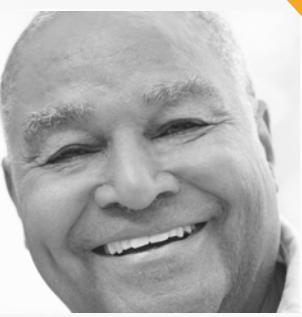
## **Contact Us**

**Devo Unlimited** Web: [www.devounlimited.com](http://www.devounlimited.com)

Email: [info@devounlimited.com](mailto:info@devounlimited.com) Phone: (301) 875-9146

Address: 18247 Flower Hill Way, Ste A, Gaithersburg, MD 20879





## Core Competencies

. Estimation . Project Management . Construction Administration .  
Fine Flooring . Property Management . Custodial .



## NAICS & PSC CODES

. 238330 . 238340 . 238190 . 541330 . 541611 .  
541612 . 561110 . 561720 . 561210 . 221114 .  
336320 . 236220 . S201 . S299 . S214 . S216 .  
Q901 . Z2JZ .



## Certifications

- DOT certified MBE/DBE
- Small Business Reserve
- Certified CAGE Code - 6CA23
- Minority Owned Small Business
- We Accept Credit & Purchase Cards
- 8(a) Business Development Program



## AND THE REST OF IT

**DUNS NUMBER:** 808099324 **CAGE CODE:** 6CA23

**eMaryland Marketplace vendor ID:** SUP015280

**EIN Number:** 26-1212060 **Unique ID:** DLNAFTGG7R33

**MBE, SBE, DBE** Certification Number: 21-476