

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N69450-16-R-0626	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 20-Jun-2016	PAGE OF PAGES 1 OF 64
---	---	--	-------------------------------	--------------------------

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. ACQR4311687	6. PROJECT NO.
7. ISSUED BY NAVFAC SOUTHEAST IPT GULFCOAST BLDG 903, PO BOX 30 NAS JACKSONVILLE JACKSONVILLE FL 32212-0030 TEL: FAX:	CODE N69450	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:
9. FOR INFORMATION CALL:	A. NAME VICKI A. BLANKENSHIP	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 904-542-6812

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 no., date):*

N69450-16-R-0626 REPAIR RUNWAY PAVEMENT AND LIGHTING SHERMAN FIELD NAS PENSACOLA, FL

THIS ACQUISITION WILL BE SOLICITED ON AN UNRESTRICTED BASIS WITH FULL AND OPEN COMPETITION.

THIS SOLICITATION WILL RESULT IN A FIRM FIXED PRICE DESIGN-BID-BUILD CONSTRUCTION CONTRACT.

THE PROJECT MAGNITUDE IS BETWEEN \$25,000,000 AND \$100,000,000
NAICS CODE 237310 - HIGHWAY, STREET AND BRIDGE CONSTRUCTION.
ALL CORRESPONDANCE REGARDING THIS SOLICITATION SHALL BE DIRECTED VIA EMAIL TO VICKI BLANKENSHIP at
vicki.blankenship@navy.mil

NOTE: CIVIL AND ELECTRICAL PLANS WILL BE POSTED TO WWW.NECO.NAVY.MIL NO LATER THAN 25 JUNE 2016.

"OFFERORS ARE ADVISED THAT FUNDING MAY NOT BECOME AVAILABLE. IF FUNDS ARE NOT AVAILABLE, NO AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERORS WILL NOT BE REIMBURSED FOR ANY EFFORT OR PROPOSAL COSTS RESULTING FROM THIS SOLICITATION."

11. The Contractor shall begin performance w ithin <u>15</u> calendar days and complete it w ithin <u>540</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____ .)</i>	
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 5 copies to perform the work required are due at the place specified in Item 8 by 03:00 PM *(hour)* local time 20 Jul 2016 *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

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

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

Section 00010 - Solicitation Contract Form

LINE ITEM PRICING

THE FOLLOWING PROJECT PRICING FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR PRICE PROPOSAL

ITEM	SUPPLIES/SERVICES (BASE CLIN)	QUANTITY	UNIT	AMOUNT
0001 Base Bid,	Repair Runway Pavement and Lighting Sherman Field	EACH	1	NET AMOUNT \$ _____
0002 Option 1	Paved Shoulder Construction	EACH	1	NET AMOUNT \$ _____
0003 Option 2	Overrun	EACH	1	NET AMOUNT \$ _____
0004 Option 3	Arresting Gear Access Roads	EACH	1	NET AMOUNT \$ _____
0005 Option 4	Parking Apron 2 Marking,	EACH	1	NET AMOUNT \$ _____

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-6	Data Universal Numbering System Number	JUL 2013
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.217-5	Evaluation Of Options	JUL 1990
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for

Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the System for Award Management SAM database means that--

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

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

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

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

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)

(a) Definitions. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award

that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)

(a) Definitions. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

- (ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;
- (iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.
- (f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.
- (2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.
- (3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.
- (g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.
- (End of clause)

52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

- (a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American -- Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).
- (b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute 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 FAR clause 52.225-11 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 materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

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

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be _____ percent of the bid price or \$_____, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from NAVFAC Southeast

ATTN: BARBARA CZINDER IPT-GC
PO BOX 30, (BLDG 903 corner of Yorktown at Langley)
Jacksonville, FL 32212-0030
Fax #: (904) 542-6349
Email: Barbara.Czinder@navy.mil

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b) Site visits will be held:

Thursday 30 June 2016, 0900 Central Time, at PWD Pensacola
310 John Towers Road
Pensacola, Florida 32508-5303

Please provide a completed NAS Pensacola Base Access Form (Attachment) no later than June 25, 2016 by 2:00 PM Eastern Time to Vicki Blankenship at vicki.blankenship@navy.mil

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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):

FAR: <https://farsite.hill.af.mil>; <http://www.acquisition.gov/>

DFARS: <http://www.acq.osd.mil/dpap/dars/index.html>

NMCARS: http://acquisition.navy.mil/policy_and_guidance/NMCARS_NMCAG

NFAS: <http://acq.navfac.navy.mil>

(End of provision)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237310.

(2) The small business size standard is \$36.5M..

(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 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 certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.209-11, Representation by Corporations Regarding Eminent Domain Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

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

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

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

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

FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 237310 assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

 (c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

() (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

___ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) 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 provision 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/DFARS 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 located in the SAM database.

(End of provision)

252.209-7994 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-O0004) (OCTOBER 2013)

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that—

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

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

(b) The Offeror represents that—

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

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

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.210-1	Market Research	APR 2011
52.211-6	Brand Name or Equal	AUG 1999
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009

52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9	Small Business Subcontracting Plan	OCT 2015
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-26	Equal Opportunity	APR 2015
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-30	Construction Wage Rate Requirements--Price Adjustment (None or Separately Specified Method)	MAY 2014
52.222-32	Construction Wage Rate Requirements--Price Adjustment (Actual Method)	MAY 2014
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-13	Acquisition of EPEAT - Registered Imaging Equipment (Jun 2014)	JUN 2014
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.225-5	Trade Agreements	FEB 2016
52.225-11	Buy American--Construction Materials Under Trade Agreements	FEB 2016
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	OCT 2015
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	FEB 2016
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-3	Value Engineering-Construction	OCT 2015
52.248-3 Alt I	Value Engineering-Construction (Oct 2015) - Alternate I	APR 1984
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984

52.251-1	Government Supply Sources	APR 2012
52.252-5	Authorized Deviations In Provisions	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	OCT 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7006	Billing Instructions	OCT 2005
252.204-7007	Alternate A, Annual Representations and Certifications	JAN 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)--Basic	MAR 2016
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.242-7004	Material Management And Accounting System	MAY 2011
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7002	Reporting Loss of Government Property	APR 2012
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

http://www.osc.gov/documents/pubs/post_wbr.pdf

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million , except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
(OCT 2015)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

Month of award means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, the Contractor shall report the following information at <http://www.frs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.frs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor.

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$30,000 to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)

(a) Definition. First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) The Contractor shall report the following information:

(1) Contract number and, as applicable, order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and DUNS number); and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 1 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 540 calendar days after award. The time stated for completion shall include final cleanup of the premises.

* (End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of

CLIN 0001 Base Bid, Repair Runway Pavement and Lighting Sherman Field Naval Air Station (NAS) Pensacola, FL, \$14,890.00 for each calendar day of delay until the work is completed or accepted.

CLIN 0002 Option One, Paved Shoulder Construction, \$885.00 for each calendar day of delay until the work is completed or accepted.

CLIN 0003 Option Two, Overrun, \$542.00 for each calendar day of delay until the work is completed or accepted.

CLIN 0004 Option Three, Arresting Gear Access Roads, \$501.00 for each calendar day of delay until the work is completed or accepted.

CLIN 0005 Option Four, Parking Apron 2 Marking, \$200.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order; DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
18.3 %	6.9 %

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

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Florida, Escambia County, NAS Pensacola, FL. (End of provision)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to (Contracting Officer complete in accordance with agency procedures).

(End of clause)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

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

Driving—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to--

(1) Adopt and enforce policies that ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR: <https://farsite.hill.af.mil>, <http://www.arnet.gov/far>

DFARS: <http://www.acq.osd.mil/dpap/dars/index.html>

NMCARS: http://acquisition.navy.mil/policy_and_guidance/NMCARS_NMCAG

NFAS: <http://acq.navfac.navy.mil>

Regulations URLs: (Click on the appropriate regulation.)

<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/far1toc.htm>

<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfarstoc.htm>
http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/affars/affar1toc.htm
(End of clause)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect. (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

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

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

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

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

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

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

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

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

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

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

(1) Document type. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable".)

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	_____
Issue By DoDAAC	_____

Admin DoDAAC _____
 Inspect By DoDAAC _____
 Ship To Code _____
 Ship From Code _____
 Mark For Code _____
 Service Approver (DoDAAC) _____
 Service Acceptor (DoDAAC) _____
 Accept at Other DoDAAC _____
 LPO DoDAAC _____
 DCAA Auditor DoDAAC _____
 Other DoDAAC(s) _____

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

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

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

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

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

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

Title	File	Drawing No.
-------	------	-------------

(End of clause)

252.236-7005 AIRFIELD SAFETY PRECAUTIONS. (DEC 1991)

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

(1) "Landing areas means" --

(i) The primary surfaces, comprising the surface of the runway, runway shoulders, and lateral safety zones. The length of each primary surface is the same as the runway length. The width of each primary surface is 2,000 feet (1,000 feet on each side of the runway centerline);

(ii) The "clear zone" beyond the ends of each runway, i.e., the extension of the primary surface for a distance of 1,000 feet beyond each end of each runway;

(iii) All taxiways, plus the lateral clearance zones along each side for the length of the taxiways (the outer edge of each lateral clearance zone is laterally 250 feet from the far or opposite edge of the taxiway, e.g., a 75-foot-wide taxiway would have a combined width of taxiway and lateral clearance zones of 425 feet); and

(iv) All aircraft parking aprons, plus the area 125 feet in width extending beyond each edge all around the aprons.

(2) "Safety precaution" areas means those portions of approach-departure clearance zones and transitional zones where placement of objects incident to contract performance might result in vertical projections at or above the approach-departure clearance, or the transitional surface.

(i) "The approach-departure clearance surface" is an extension of the primary surface and the clear zone at each end of each runway, for a distance of 50,000 feet, first along an inclined (glide angle) and then along a horizontal plane, both flaring symmetrically about the runway centerline extended.

(A) The inclined plane (glide angle) begins in the clear zone 200 feet past the end of the runway (and primary

surface) at the same elevation as the end of the runway. It continues upward at a slope of 50:1 (1 foot vertically for each 50 feet horizontally) to an elevation of 500 feet above the established airfield elevation. At that point the plane becomes horizontal, continuing at that same uniform elevation to a point 50,000 feet longitudinally from the beginning of the inclined plane (glide angle) and ending there.

(B) The width of the surface at the beginning of the inclined plane (glide angle) is the same as the width of the clear zone. It then flares uniformly, reaching the maximum width of 16,000 feet at the end.

(ii) The "approach-departure clearance zone" is the ground area under the approach-departure clearance surface.

(iii) The "transitional surface" is a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

(A) The inclined plane in each case begins at the edge of the surface.

(B) The slope of the incline plane is 7:1 (1 foot vertically for each 7 feet horizontally). It continues to the point of intersection with the --

(1) Inner horizontal surface (which is the horizontal plane 150 feet above the established airfield elevation); or

(2) Outer horizontal surface (which is the horizontal plane 500 feet above the established airfield elevation), whichever is applicable.

(iv) The "transitional zone" is the ground area under the transitional surface. (It adjoins the primary surface, clear zone, and approach-departure clearance zone.)

(b) General. (1) The Contractor shall comply with the requirements of this clause while --

(i) Operating all ground equipment (mobile or stationary);

(ii) Placing all materials; and

(iii) Performing all work, upon and around all airfields.

(2) The requirements of this clause are in addition to any other safety requirements of this contract.

(c) The Contractor shall -

(1) Report to the Contracting Officer before initiating any work;

(2) Notify the Contracting Officer of proposed changes to locations and operations;

(3) Not permit either its equipment or personnel to use any runway for purposes other than aircraft operation without permission of the Contracting Officer, unless the runway is -

(i) Closed by order of the Contracting Officer; and

(ii) Marked as provided in paragraph (d)(2) of this clause;

(4) Keep all paved surfaces, such as runways, taxiways, and hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft;

(5) Operate mobile equipment according to the safety provisions of this clause, while actually performing work on the airfield. At all other times, the Contractor shall remove all mobile equipment to locations -

- (i) Approved by the Contracting Officer;
 - (ii) At a distance of at least 750 feet from the runway centerline, plus any additional distance; and
 - (iii) Necessary to ensure compliance with the other provisions of this clause; and
- (6) Not open a trench unless material is on hand and ready for placing in the trench. As soon as practicable after material has been placed and work approved, the Contractor shall backfill and compact trenches as required by the contract. Meanwhile, all hazardous conditions shall be marked and lighted in accordance with the other provisions of this clause.
- (d) Landing areas. The Contractor shall -
- (1) Place nothing upon the landing areas without the authorization of the Contracting Officer;
 - (2) Outline those landing areas hazardous to aircraft, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated low-intensity red flasher lights by night;
 - (3) Obtain, at an airfield where flying is controlled, additional permission from the control tower operator every time before entering any landing area, unless the landing area is marked as hazardous in accordance with paragraph (d)(2) of this clause;
 - (4) Identify all vehicles it operates in landing areas by means of a flag on a staff attached to, and flying above, the vehicle. The flag shall be three feet square, and consist of a checkered pattern of international orange and white squares of 1 foot on each side (except that the flag may vary up to ten percent from each of these dimensions);
 - (5) Mark all other equipment and materials in the landing areas, using the same marking devices as in paragraph (d)(2) of this clause; and
 - (6) Perform work so as to leave that portion of the landing area which is available to aircraft free from hazards, holes, piles of material, and projecting shoulders that might damage an airplane tire.
- (e) Safety precaution areas. The Contractor shall -
- (1) Place nothing upon the safety precaution areas without authorization of the Contracting Officer;
 - (2) Mark all equipment and materials in safety precaution areas, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated, low-intensity red flasher lights by night; and
 - (3) Provide all objects placed in safety precaution areas with a red light or red lantern at night, if the objects project above the approach-departure clearance surface or above the transitional surface.

252.236-7013 REQUIREMENT FOR COMPETITION OPPORTUNITY FOR AMERICAN STEEL PRODUCERS, FABRICATORS, AND MANUFACTURERS (JUN 2013)

- (a) Definition. Construction material, as used in this clause, means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work.
- (b) The Contractor shall provide American steel producers, fabricators, and manufacturers the opportunity to compete when acquiring steel as a construction material (e.g., steel beams, rods, cables, plates).

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in any subcontract that involves the acquisition of steel as a construction material, including subcontracts for the acquisition of commercial items.

(End of clause)

FAC 5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a change in work to be performed or increases in the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

FAC 5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontractors under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractors' or consultants' agreements concerning the performance of this contract.

FAC 5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontractors under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractors' or consultants' agreements concerning the performance of this contract.

(a) Commercial Warranty.

COMMERCIAL WARRANTY (NOV 1998)

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the

rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

FAC 5252.228-9300 INDIVIDUAL SURETY/SURETIES (JUN 1994)

As prescribed in FAR 28.203(a), individual sureties will be permitted. In order for the Contracting Officer to make a determination as to the acceptability of individuals proposed as sureties, as prescribed in FAR 28-203(b), all proposers who submit bonds which are executed by individual sureties are requested to furnish additional information in support of SF-28, Affidavit of Individual Surety, with the bonds. Pursuant to Instruction 3(b) of Standard Form 24, the Bond, Standard Form 25, the Performance Bond, and the Standard Form 25A, the Payment Bond, the Contracting Officer requests the following information:

(a) Equity Securities (Stock):

- (1) State the place(s) of incorporation and address of the principal place of business for each issuing corporation listed.
- (2) State whether the security issued was issued by public or private offering and give the place of registration of the security.
- (3) State whether the security is presently, actively traded.

(b) Debt Securities (Bonds) and Certificates of Deposit:

- (1) List the type of bonds held and their maturity dates.
- (2) State the name, address, and telephone number of the issuing agency, firm or individual.
- (3) State the complete address(es) where the bonds are held.
- (4) State whether the bonds have been pledged as security or have otherwise been encumbered.

(c) Real Property Interests:

- (1) Provide complete recording data for the conveyance of each parcel or interest listed to the individual proposed as surety.
- (2) State whether the values listed are based upon personal evaluation or evaluation of an experienced real estate appraiser. If available, provide copies of written appraisals.
- (3) State the method(s) of valuation upon which appraisal is based.
- (4) Provide the assessed value of each property interest listed utilized by the appropriate tax assessor for purposes of property taxation.
- (5) Provide the telephone number, including area code, for the tax assessor who performed the most recent tax assessment.
- (6) State whether each real property interest listed is currently under lien or in any way encumbered and the dollar amount of each such lien or encumbrance.

(d) Persons Proposed as Individual Sureties:

- (1) A current list of all other bonds (bid, performance, and payment) on which the individual is a surety and bonds for which the individual is requesting to be a surety.
- (2) A statement as to the percent of completion of projects for which the individual is bound on a performance bond.

This information is necessary to enable the Contracting Officer to evaluate the sufficiency of the surety's net worth in a timely manner.

5252.228-9302 BID GUARANTEE (JAN 1996)

To assure the execution of the contract and the performance and payment bonds, each bidder/offeror shall submit with its bid/offer a guarantee bond (Standard Form 24) executed by a surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety, or other security as provided in FAR Clause 52.228-1, "Bid Guarantee". Security shall be in a penal sum equal to at least 20 percent of the largest amount for which award can be made under the bid submitted, but in no case to exceed \$3,000,000. The bid guarantee bond shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

FAC 5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) Within 15 days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.

A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

(b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run 540 days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

FAC 5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

(1) submit in writing his proposals for effectuating provision for accident prevention;

(2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

FAC 5252.236-9304 UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)

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

FAC 5252.237-9301 SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the consent on substitutions. No change in fixed unit prices may occur as a result of key personnel substitutions.

FAC 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

FAC 5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 95)

Within 45 days of contract award, prior to commencement of the work, the contractor will meet in conference with representatives of the contracting officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

Section 00800 - Special Contract Requirements

EVALUATION
BASIS FOR AWARD

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the lowest priced technically acceptable offer.

2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

3. The LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.

4. An overall non-cost/price factors rating must be at least "ACCEPTABLE" in order to be eligible for award. An "UNACCEPTABLE" rating in any factor results in the overall non-cost/price factors proposal being rated "UNACCEPTABLE" unless corrected through discussions. An "UNACCEPTABLE" rating in any subfactor results in the factor being rated "UNACCEPTABLE" and the overall non-price factors proposal being rated "UNACCEPTABLE" unless corrected through discussions. An overall non-cost/price factors rating of "UNACCEPTABLE" makes a proposal ineligible for award.

EVALUATION FACTORS FOR AWARD

1. The solicitation requires the evaluation of price and the following non-cost/price factors and subfactors:

Non-Cost/Price Evaluation Factors:

The non-cost and/or price factors that will be evaluated as acceptable or unacceptable shall be as follows:

- Factor 1 – Experience
- Factor 2 – Safety
- Factor 3 – Past Performance
- Factor 4 – Small Business Utilization

The distinction between corporate experience and past performance is corporate experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

2. Basis of Evaluation and Submittal Requirements for Each Factor.

(a) Price:

Provide one original, one copy, and one electronic copy (CD) of the solicitation submittal requirements for pricing identified below.

Price shall be considered available for award for 90 calendar days from the price proposal due date.

The Offeror shall submit the following as part of their **Volume I, Price Proposal** in a separate binder(s) from their Non-Cost/Price Factor (technical) proposal.

(1) Solicitation Submittal Requirements:

i. Cover letter with the following information:

Authorized negotiator's (POC) name
POC telephone number

POC email address
CAGE code
DUNS number
TIN (taxpayer ID number)

ii. SF1442 (Solicitation, Offer, and Award) with blocks 14 through 20c completed.

iii. The Offeror shall submit their prices using Section 00010 CLIN Pricing.

iv. Bid Bond (see clause 5252.228-9302 Bid Guarantee in RFP for Bid Bond amount) in the amount of 20% of total project bid price or \$3M, whichever amount is less.

v. Proof of the Offeror's filled out Representations and Certifications and Active and Inactive Exclusions from the System for Award Management (SAM).

vi. Acknowledgement of amendments (The offer must acknowledge receipt of amendments to the solicitation by giving number and date of each).

vii. Proof of Vet's 4212 registration.

Note: The bid bond, SAM registrations must be in the name/CAGE/DUNS of the offeror identified on the SF1442.

(2) Basis of Evaluation:

The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL

1990) in Section M of the solicitation. In accordance with FAR 52.217-5, Evaluation of Options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

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

(b) Non-cost/price (Technical) Factors:

Provide one original, four copies, and one electronic copy (CD) of the solicitation submittal requirements.

The Offeror shall submit the following as part of their **Volume II, Non-Cost/Price (Technical) Proposal** in a separate binder(s) from their Price Proposal.

The following do not count against the page limitation:

- (1) Cover Letter
- (2) Index
- (3) Tab separating Factors
- (4) Joint Venture Agreements
- (5) Letters from SBA for approved 8(a) Joint Venture (JV) & Mentor Protégé Agreements.
- (6) Past Performance Questionnaires or completed CPARS (Past Performance) evaluations.

NOTE: Teaming Arrangements/ Prime - Sub contractor agreement/ relationship will not be considered.

Factor 1 – Experience

- (i) Solicitation Submittal Requirements:

The Offeror shall submit the following information under **Tab 1** of the Technical Proposal Volume II.

- (1) Construction Experience:

Submit a minimum of two (2) and a maximum of five (5) construction projects that the offeror completed as the prime contractor and that best demonstrates your experience on relevant projects that are similar in size, scope, and complexity to the RFP. For purposes of this evaluation, a relevant project is further defined as construction of a design-bid-build project to include construction experience on combined airfield paving and airfield lighting projects with a construction value of approximately \$10M and greater. Components of a relevant project shall include at least one project that demonstrates a minimum of approximately 5,000 LF of asphalt paving and at least one project that demonstrates a minimum of approximately 2,000 LF of concrete paving. Highway and road paving project will not be considered. The airfield lighting and electrical infrastructure portion of the project must be valued at approximately \$5M or greater." Projects submitted for the Offeror shall be completed within the past seven (7) years of the date of issuance of this RFP. Projects with an interim rating that are 80% complete may be considered.

Projects submitted for the Offeror shall be completed within the past seven (7) years of the date of issuance of this RFP.

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

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

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

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity or at least one of the Joint Venture partners. Offerors are still limited to a total of five (5) projects combined.

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract in order for the experience information of the affiliate/subsidiary/parent/LLC/LTD member companies to be considered. The proposal shall state specific commitments of technical resources (e.g. personnel, equipment) that the affiliate/subsidiary/parent/LLC/LTD member companies commit to the performance of this contract. In particular, the proposal will clearly state the specific commitments of resources of the affiliate/subsidiary/parent/LLC/LTD member that will be located at the worksites and company offices in the city/area of the project. The proposal shall also describe specific roles of the affiliate/subsidiary/parent/LLC/LTD member companies in terms of the work it will either self-perform or manage on behalf of the Offeror in performance of the contract. Any projects submitted in excess of the five (5) will not be considered.

(ii) Basis of Evaluation:

The requirement for acceptability will be based upon the projects submitted by the Offeror in its proposal, the Offeror must have at least two (2) and a maximum of five (5) construction projects that demonstrate ability to construct a project to repair or construct a design-bid-build project to include construction experience on combined airfield paving and airfield lighting projects with a construction value of approximately \$10M and greater. Components of a relevant project shall include at least one project that demonstrates a minimum of approximately 5,000 LF of Asphalt paving and at least one project that demonstrates a minimum of approximately 2,000 LF of Concrete paving. Highway and road paving project will not be considered. The airfield lighting and electrical infrastructure portion of the project must be valued at approximately \$5M or greater. "

Projects submitted for the Offeror shall be completed within the past seven (7) years of the date of issuance of this RFP. Projects with an interim rating that are 80% complete may be considered.

Factor 2 – Safety

(i) Solicitation Submittal Requirements:

The Offeror shall submit the following information on the Safety Data Sheet (Exhibit 2): For a partnership or joint venture, the following submittal requirements are required for each Contractor who is part of the partnership or joint venture; however, only one safety narrative is required. TRC and DART Rates shall not be submitted for subcontractors.

(1) OSHA Total Recordable Case (TRC) Rate:

For the five (5) previous complete calendar years [2011, 2012, 2013, 2014, 2015], submit your OSHA Total Recordable Case (TRC) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA TRC Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA TRC Rate data should be addressed as part of this element. OSHA TRC rates above 4.0, in any of the previous five years, will be considered UNACCEPTABLE, unless an adequate explanation is provided to address the extenuating circumstances that affected the rate.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate:

For the five (5) previous complete calendar years [2011, 2012, 2013, 2014, 2015], submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data should be addressed as part of this element. OSHA DART rates above 3.0, in any of the previous five years, will be considered UNACCEPTABLE, unless an adequate explanation is provided to address the extenuating circumstances that affected the rate.

(3) Technical Approach for Safety:

Describe the plan that the Offeror will implement to qualify, evaluate, select and oversee its potential subcontractors. The Safety narrative shall be limited to one page. Offerors must submit both: (1) a plan to include the safety performance of subcontractors in the selection process for all levels of subcontractors and (2) a plan to monitor the safety of those subcontractors during contract performance, highlighting what specific management practices will be in place for providing deliberate safety program management and mishap prevention support to those sub-contractors whose EMR is greater than 1.0, whose TRC is greater than 4.0 and/or whose DART rate is greater than 3.0. Offerors who fail to submit either of these will be rated UNACCEPTABLE.

(b) Basis of Evaluation:

The Government is seeking to determine whether the Offeror has an acceptable safety record. The Government will evaluate the Offeror's overall safety record as evidenced by the TRC and DART rates, if the Offeror's plan includes safety in the evaluation and selection of subcontractors, and if the narrative includes a plan to monitor the safety performance of subcontractors during performance. The evaluation will collectively consider the following:

- OSHA Total Recordable Case (TRC) Rate
- OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate
- Offeror Technical Approach to Safety

(1) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate:

The Government will evaluate the OSHA TRC Rate to determine if the Offeror's OSHA TRC rate is above 4.0 and extenuating circumstances that impact the rates. OSHA TRC rates above 4.0, in any of the previous five years, will be considered UNACCEPTABLE, unless an adequate explanation is provided to address the extenuating circumstances that affected the rate.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate:

The Government will evaluate the OSHA DART Rate to determine if the Offeror's OSHA DART rate is above 3.0 and extenuating circumstances that impact the rates. OSHA DART rates above 3.0, in any of the previous five years, will be considered UNACCEPTABLE, unless an adequate explanation is provided to address the extenuating circumstances that affected the rate.

(3) Technical Approach to Safety:

The Government will evaluate the narrative to determine if subcontractor safety performance will be considered in the qualification, evaluation, selection, of all levels of subcontractors on the upcoming project, and both the plan to monitor the safety of those subcontractors during contract performance, highlighting what specific management practices will be in place for providing deliberate safety program management and mishap prevention support to those sub-contractors whose EMR is greater than 1.0, whose TRC is greater than 4.0 and whose DART rate is greater than 3.0. Offerors who fail to address either of these items (i.e. whether the safety performance of subcontractors will be evaluated in the selection process for all levels of subcontractors and whether the safety of those subcontractors will be monitored during contract performance) will be rated UNACCEPTABLE.

Factor 3 – Past Performance

(i) Solicitation Submittal Requirements:

If a completed Construction Contractor Appraisal Support System (CCASS) evaluation is available, it shall be submitted with the proposal for each project included in Factor 1. If there is not a completed CCASS evaluation then submit Past Performance Questionnaires (Exhibit 1) for each project included in Factor 1. The Offeror should provide completed Past Performance Questionnaires (PPQ) in the proposal. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). The Government may make reasonable attempts to contact the client noted for that project(s) to obtain the PPQ information. However, Offerors should follow-up with clients/references to help ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Vicki Blankenship at vicki.blankenship@navy.mil and Barbara Czinder at barbara.czinder@navy.mil.

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

The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the Offeror's references or the references unwillingness to provide the information requested may affect the Government's evaluation of this factor. In addition to the above, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of Contractors who are part of a partnership or joint venture identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror. Performance award or additional information submitted will not be considered.

(ii) Basis of Evaluation:

This evaluation focuses on how well the Offeror performed on the relevant projects submitted under Factor 1 – Experience and past performance on other projects currently documented in known sources. Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown.

The Government will consider the currency and relevance of the information, the source of the information, context of the data, and general trends in the Contractor's performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable".

Factor 4 – Small Business Utilization

Factor 4 consists of two Subfactors, 4A, Past Performance in Utilization of Small Business Concerns, and 4B, Small Business Participation. The evaluation of Subfactors 4A and 4B are of equal importance to the determination of Factor 4 Rating.

Definitions: "SB" as used herein, is intended to include Small Business concerns, Small Disadvantaged Business concerns (SDB), Women-Owned Small Business concerns (WOSB), Historically Underutilized Business Zone Small Business concerns (HUBZone), Veteran-Owned Small Business concerns (VOSB), and Service-Disabled Veteran-Owned Small Business concerns (SDVOSB). All small business programs are self-certifying programs with the exception of HUBZone certifications, see HUBZone SB Certifications below. Small Business Program requirements and definitions may be found in the Federal Acquisition Regulations (FAR), Part 19.

HUBZone SB Certifications: Offerors are reminded that HUBZone SB concerns must obtain formal certification from the Small Business Administration (SBA) if they expect to receive the evaluation benefits associated with the HUBZone SB programs either as a prime or subcontractor(s). For more information on the HUBZone SB certification requirements and available benefits, contact your local SBA representative. Certified HUBZone SB firms are listed on the U.S. Small Business Administration's Dynamic Small Business Search (DSBS) website at http://web.sba.gov/pro-net/search/dsp_dsbs.cfm. It is

the responsibility of the prime contractor to periodically check the DSBS as certifications are subject to change.

SUBFACTOR 4.A – PAST PERFORMANCE IN UTILIZATION OF SMALL BUSINESS CONCERNS

(i) Solicitation Submittal Requirements: Proposals that do not include responses addressing ALL elements of the requirements stated below (a. through d.) must include an explanation why that element is not addressed.

- a. Provide performance evaluation ratings (i.e., SF1420, DD2626, or equivalent) obtained on the implementation of small business subcontracting plans for all of the offeror's projects referenced under Factor 4 Past Performance. Recently completed project evaluations are desired, however, in the absence of recently completed project evaluations, interim ratings for projects that are 80% complete may be considered. If more than five evaluation ratings are provided, only the first five will be considered. In addition, the Government may consider past performance information on other projects as made available to the Government from other sources (such as the Contractor Performance Assessment Reporting System (CPARS)).
- b. Provide small business subcontracting history. Large businesses with Federal prime contracting experience shall provide final or current Subcontracting Report for Individual Contracts (SF294) or Individual Subcontracting Reports (ISR's) on prime (only) contracts submitted under Factor 3, Past Performance. If Factor 3-submitted contracts are not prime contracts, submit SF294s or ISRs for contracts of similar scope performed as the prime contractor. If goals were not met on any submitted contracts, an explanation for each unmet goal is required. Large Businesses with no documented SF294/ISR history shall submit a subcontracting history on Exhibit (4), Small Business Past Performance. If more than five (5) reports are provided, only the first 5 reports will be considered
- c. Small Business proposers shall provide a subcontracting history on Exhibit (4), Small Business Past Performance.
- d. If an Offeror is utilizing past performance information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the solicitation), the proposal shall clearly demonstrate that the affiliates/subsidiaries/parent/LLC/LTD member companies will have meaningful participation of all members in the management of the subcontracting program/plan by identifying the personnel or resources from the member companies that will be dedicated to managing the plan, and an organization chart which demonstrates the reporting chain within the membership.

If the Offeror is a Joint Venture, Partnership LLC or other entity consisting of more than one entity, provide past performance information, elements a. through d., for each individual business entity(ies) that will be responsible for managing the subcontracting program/plan.

Proposals including information on any of the following additional elements may be rated higher, based on the evaluated extent to which the information addresses the basis of evaluation in paragraph (ii):

- a. Provide information on national-level, and industry-issued awards that offerors received for outstanding support to SB concerns within the past five (5) years. Include purpose, issuer, and date of award(s). National and industry-issued awards received beyond five (5) years will not be considered.

- b. Provide information on previous, existing, planned or pending mentor-protégé agreements (MPA) under any Federal Government, or other, program held within the last five years. Information should include, at a minimum, the members, objectives, period of performance, and major accomplishments during the MPA.
- c. Provide information on past use of Community Rehabilitation Program (CRP) organizations certified under the AbilityOne Program by SourceAmerica, or the National Industry for the Blind (NIB). Information should include the contract type, type of work performed, period of performance, and number of employed severely handicapped persons.

(ii) Basis of Evaluation:

The extent to which the proposal demonstrates the proposer's level of past performance in utilizing Small Business (SB) concerns, AbilityOne, Mentor-Protégé Agreements, and other socio-economic programs, as defined in FAR Parts 26.1 and 26.2, in subcontracting, and in meeting established Small Business subcontracting goals.

SUBFACTOR 4.B – SMALL BUSINESS PARTICIPATION

(i) Solicitation Submittal Requirements:

Identify in terms of dollar value and percentage of the total acquisition, the extent of work you will perform as the prime contractor. If submitting an offer as a Joint-Venture, identify the percentage of work each member will be responsible for and indicate the size status of each member, e.g., LB, SB, SDB, WOSB, HUBZone SB, etc.

If you are a Large Business, submit a Small Business Subcontracting Plan for this project in the format provided in Exhibit (5) for this factor, to include all information required in the attachment. If you are a Small Business, submit a subcontracting participation breakdown in the format provided in Exhibit (6) for this factor. All proposers: To demonstrate commitment in using small business concerns, the Small Business Subcontracting Plan or subcontracting participation breakdown may list all subcontractors by name. If the proposed Small Business Subcontracting goals do not meet the minimum NAVFAC Small Business Subcontracting Targets, include a detailed explanation describing the actions taken to arrive at that determination, along with an explanation for the goals that actually were proposed. For proposals submitted on design-build solicitations, the proposer must identify its designer/design team in its Subcontracting Plan or Small Business Participation Breakdown.

Firm commitments to subcontract to multiple companies: The Offeror may provide a demonstration of commitments in planned subcontracts by listing multiple names of companies that will be used to support specific small business category (i.e., SB, SDB, WOSB, HUBZone SB, VOSB and SDVOSB).

(ii) Basis of Evaluation:

The following will be evaluated on all proposals:

- a. The extent to which the proposal demonstrates maximum practicable participation of SBs in terms of the total value of the acquisition, including options.
- b. The extent to which the proposal demonstrates a commitment to use SB concerns that are specifically identified in the proposal, including but not limited to use of mentor protégé programs.

- c. The extent to which the proposal demonstrates SB participation in a variety of industries expected during the performance of work.
- d. The realism of the proposal to meet the proposed goals.

The following will be evaluated on proposals submitted by Large Business firms:

a. The extent to which the proposal provides Small Business Subcontracting goals that meet or exceed the minimum NAVFAC Small Business Subcontracting Targets, and utilization of AbilityOne CRP organizations. Proposals that provide goals exceeding the NAVFAC Subcontracting Targets may be rated higher. The proposed goals and NAVFAC Subcontracting Targets are expressed as a percentage of total subcontracted values. The minimum NAVFAC Subcontracting Targets are as follows:

	FY2016
SB	65%
SDB	15%
WOSB	15%
HUBZone	6%
VOSB	5%
SDVOSB	5%

b. The extent to which the proposer’s Small Business Subcontracting Plan establishes reasonable efforts demonstrating the subcontracting targets can be met during the performance of the contract:

A copy of the blank forms to be used for offeror submission of Small Business Utilization are included as follows:

- Exhibit 4 – Small Business Past Performance
- Exhibit 5 – Small Business Subcontracting Plan
- Exhibit 6 – Small Business Offeror Small Business Participation Breakdown

INSTRUCTIONS TO OFFERORS

Section 00800 - Instructions to Offerors:

This procurement is being solicited on an Unrestricted basis with Full and Open Competition. This acquisition will result in a FIRM-FIXED PRICE (FFP) Design-Bid-Build construction contract for Repair Runway Pavement and Lighting Sherman Field, NAS Pensacola, Florida.

Project magnitude: Is \$25,000,000 to \$100,000,000.

1. Questions/Inquiries

Inquiries regarding the Request for Proposal (RFP) shall be submitted electronically using the Pre-Proposal Information (PPI) Request provided as an attachment. The Point of Contact (POC) for questions/inquiries are as follows:

Questions/Inquiries

Primary POC:

Vicki Blankenship

Phone: (904) 542-6809

Email: vicki.blankenship@navy.mil

Secondary POC:

Barbara Czinder

Phone: (904) 542-6834

Email:

Barbara.czinder@navy.mil

FAX: (904) 542-6349

The Government does not intend to respond to inquiries submitted less than 10 days before the proposal receipt date.

2. Proposal Delivery Information:

Proposal Acceptance Period: 90 days from receipt of offers.

Proposal Due Date/Time: 20 July 2016 at 3PM eastern Time

Proposal Delivery Information:**(i) Hand Delivery:**

Offerors submitting their proposal by hand shall submit the proposal to the following address located at the corner of Yorktown and Langley (the main entrance faces the parking lot):

Naval Facilities Engineering Command Southeast
Gulf Coast IPT
Attention: Vicki Blankenship
BLDG 903 Yorktown
Jacksonville, FL 32212

Proposal(s) package must be clearly marked on the outside with the solicitation number, Government POC name and "Do Not Open In Mail Room".

Offerors must submit the Attached AMAG form (NAS Jacksonville base access form) for hand delivery. This form must be submitted at least 2 business days in advance of the proposal receipt date. Submit your form to:

vicki.blankenship@navy.mil and barbara.czinder@navy.mil.

On the day of proposal delivery you **must** bring the following with you to the NAS Jacksonville Base Security Office in order to obtain a base pass:

- A. Copy of the AMAG form that was previously submitted 2 business days in advance.
- B. Completed ID Card/Base Access Pass Registration Form.

All contractors, vendors, workers and visitors must fill out this background application (B above, ID Card/Base Access Pass Registration Form) before gaining base access to NAS Jacksonville. The documents required to be shown have

changed, they are more stringent. The following will have to be shown 1 document from List A or 1 document from List B establishing identity and 1 document from List C establishing employment authorization.

If the occupants in the vehicle do not have the proper documents when filling out the ID Card/Base Access Pass Registration Form, base security will not be able to issue them a pass.

You must allow your firm's delivery person self sufficient time at the base security office for the processing of the application. Please expect delays for standing in line. The Base Security Office opens at 7 a.m. and promptly closes at 3 p.m.

Note: On the day of proposal delivery the vehicle driver must have a valid driver's license, current vehicle registration and/or rental car contract, current proof of insurance. The level of security at the Naval Air Station Jacksonville may change at any time. As the level of security heightens, the amount of time required to gain access to the Naval Air Station also increases.

(ii) Courier Delivery:

Offerors submitting their proposal via courier delivery shall submit their proposal to the following address located at the corner of Yorktown and Langley (the main entrance faces the parking lot):

Naval Facilities Engineering Command Southeast
Gulf Coast IPT
Attention: Vicki Blankenship
BLDG 903 Yorktown
Jacksonville, FL 32212

Proposal(s) package must be clearly marked on the outside with the solicitation number, Government POC name and "Do Not Open In Mail Room"

(iii) U.S. Mail

Naval Facilities Engineering Command Southeast
Gulf Coast IPT
Attention: Vicki Blankenship
P.O. Box 30
Jacksonville, FL 32212

Proposal(s) package must be clearly marked on the outside with the solicitation number, Government POC name and "Do Not Open In Mail Room"

LATE SUBMITTALS WILL NOT BE CONSIDERED.

3. Pre-Proposal Conference

See FAR clause 52.236-27 Alt I.

4. Subcontracting

Information N/A

5. System for Award Management (SAM)

Contractors must be registered in the System for Award Management (SAM) prior to award of a DoD contract. For more information, see the SAM website at <https://www.sam.gov/portal/public/SAM/>. A contract cannot be awarded to a contractor not registered in SAM. Remember to review the NAICS codes listed in your SAM record and make sure that you have listed the NAICS code for this procurement

NAICS 237310 – Highway, Street and Bridge Construction

6. Federal Contractor Program

In accordance with Federal Acquisition Regulation (FAR) 22.1303, **any contractor or subcontractor with a contract of \$150,000 or more with the Federal Government** must take affirmative action to hire and promote qualified targeted veterans which includes, special disabled veterans, veterans of the Vietnam-era, recently separated veterans, and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. **Companies MUST file an annual VETS-4212 report**, which shows the number of targeted veterans in their work force by job category, hiring location, and number of new hires, including targeted veterans hired during the reporting period and the maximum number and minimum number of employees of such contractor during the period covered by the report. Instructions, information and follow-up assistance is provided at VETS-4212 Internet site at <https://www.dol.gov/vets/vets4212.htm> or employers may contact the VETS-4212 Processing Center at (866) 237-0275 or e-mail at VETS4212-customer support@dol.gov.

7. Women Owned Small Business Program Repository

In accordance with the Small Business Administration's (SBA) WOSB Federal Contract program regulations, EDWOSBs are required to upload and categorize all required documents in the SBA's General Login System (GLS) at <https://eweb.sba.gov/gls>.

a. Incurred Expenses

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

b. No Alternate or Multiple Proposals

Neither multiple proposals, nor proposal variations or options, nor alternate or alternative proposals will be considered in the evaluation.

c. Intent to Incorporate Contractor's Non-Cost/Price (Technical) Proposal

(a) All or part of the successful offeror's Non-cost/price (technical) proposal may be

incorporated in any contract resulting from this solicitation. The successful offeror's technical proposal may be incorporated by reference. Nothing contained in the successful offeror's technical proposal shall constitute a waiver to any other requirement of the contract. In the event of any conflict between the successful offeror's technical proposal and any other requirement of the contract, the conflict shall be resolved in accordance with the Order of Precedence clause.

(b) The successful offeror will provide an updated technical proposal which reflects the results/responses to all exchanges and/or Evaluation Notices (ENs) issued during the negotiation process for incorporation in the contract. If, after contract award, it is discovered that changes made during negotiations were not incorporated in the SOW and/or technical proposal, such changes to the Contractor's documents shall be considered administrative in nature and shall be made by unilateral modification to the contract, at no change in contract cost or price or other terms and conditions.

d. Navy Electronic Commerce On-line (NECO)

NECO website: [HTTPS://www.neco.gov](https://www.neco.gov). Amendments will be posted directly to NECO. The posting of amendments generates an automated message to the contractor's point of contact listed in NECO, alerting them to the posting. The drawings and specifications are available on NECO under the Additional Documents section of this RFP. Additionally, other postings will be made to NECO, such as the pre-proposal inquires (PPI) log, revised drawings, etc., under the Additional Documents section of the RFP. Postings to the Additional Documents section of NECO DO NOT generate an automated email to contractors. It is the Contractors responsibility to check NECO for any amendments and Additional Documents section for updates to the RFP.

For this solicitation, the documents below can be located on NECO, under: "Documents: Click here for Additional Documents".

ATTACHMENTS

-2016-06-20_PPI Form.xlsx
-2016-06-20_AMAG Form.xlsx
-2016-06-20_Wage Determination Highway
-2016-06-20_Wage Determination Building
_2016-06-20_NAS Pensacola Base Accs_SECNAV FRM
_2016-06-20_INFO NAS Pensacola Base Access

EXHIBITS

_2016-06-30_Exhibits 1-6
Exhibit 1 – Construction Experience Project Data Sheet
Exhibit 2 – Safety Data Sheet
Exhibit 3 – Past Performance Questionnaires
Exhibit 4 – Small Business Past Performance

Exhibit 5 – Small Business Subcontracting Plan
Exhibit 6 – Small Business Offeror Small Business Participation Breakdown

SPECIFICATIONS

2016-06-20 Vol 1 - Specs
2016-06-20 Vol 2 – Specs
2016-06-20 RprRnwyPvmnt&Lghtng_Final

PROJECT DESCRIPTION

This solicitation will result in a competitively negotiated DBB FFP construction contract. The contractor will be required to repair the runways at NAS Pensacola, FL. Repairs include major electrical vault repair, electrical infrastructure work, grade correction, pavement mill and overlay, airfield lighting, signage and marking for one runway and up to two taxiways, and reconfiguration of the main airfield apron. Clearing, demolition and all other associated work necessary to accomplish the project are to be included.

DESIGN BID BUILD

The Contractor's technical proposal, including revisions and amendments, made prior to contract award and a copy of which is in the possession of both parties, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text. Nothing contained in the successful offeror's technical proposal shall constitute a waiver to any other requirement of the contract. In the event of any conflict between the successful offeror's technical proposal and any other requirement of the contract, the conflict shall be resolved in accordance with FAR CLAUSE 52.236-21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION