

<b>REQUEST FOR QUOTATIONS</b> <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1 OF 30 PAGES	
1. REQUEST NO. N44255-10-T-9023	2. DATE ISSUED 12-May-2010	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5a. ISSUED BY NAVFAC NORTHWEST PWD EVERETT FACILITIES ENGINEERING AND ACQUISITION DI 2000 WEST MARINE VIEW DRIVE EVERETT WA 98207-5001			6. DELIVER BY (Date) <b>SEE SCHEDULE</b>			
5b. FOR INFORMATION CALL: (Name and Telephone no.)(No collect calls) ALEX H. WINGERT 425-304-3315			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) <b>SEE SCHEDULE</b>			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 26-May-2010						
<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quote. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
<b>SEE SCHEDULE</b>						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
<b>NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.</b>						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DJGCY - Spokane Small AC Replacement FFP Statement of Work, Small Condensing Unit Replacement, WR# DJGCY, Naval Operations Support Center, Spokane, WA dated 6 May 2010 FOB: Destination	1			

---

NET AMT

Section C - Descriptions and Specifications

STATEMENT OF WORK

Statement of Work, Small Condensing Unit Replacement, WR# DJGCY, Naval Operations Support Center, Spokane, WA dated 6 May 2010

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.246-12	Inspection of Construction	AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

**NAVFAC 5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)**

Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.

Permission has been granted by the Navy permitting Federal and State occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies. (End of clause)

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	60 dys. ADC	1	N/A FOB: Destination	

## CLAUSES INCORPORATED BY REFERENCE

52.247-34	F.O.B. Destination	NOV 1991
-----------	--------------------	----------

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

**NAVFAC 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 Government employee other than the Contracting Officer directs a change in the work to be performed or increases 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. (End of clause)

**NAVFAC 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)**

(a) 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:

(1) The Contracting Officers 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.

(2) 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.

(3) 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. (End of clause)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.211-18	Variation in Estimated Quantity	APR 1984
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984

52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	APR 2010
52.246-21	Warranty of Construction	MAR 1994
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.227-7033	Rights in Shop Drawings	APR 1966
252.243-7001	Pricing Of Contract Modifications	DEC 1991

#### 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 **10** 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 **60 days after notice to proceed**. The time stated for completion shall include final cleanup of the premises.

\*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

##### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

###### (a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying

areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.232-16 PROGRESS PAYMENTS (JUL 2009) ALTERNATE I (MAR 2000)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither

(i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the

Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall -

(i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

- (i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;
- (ii) Are at least as favorable to the Government as the terms of this clause;
- (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;
- (iv) Are in conformance with the requirements of FAR 32.504(e); and
- (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
  - (A) The Contractor defaults; or
  - (B) The subcontractor becomes bankrupt or insolvent.
- (4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--
  - (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
  - (ii) Are in conformance with the requirements of FAR 32.504(f); and
  - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
    - (A) The Contractor defaults; or
    - (B) The subcontractor becomes bankrupt or insolvent.
- (5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--
  - (i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;
  - (ii) Are in conformance with the requirements of FAR 32.504(g); and
  - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
    - (A) The Contractor defaults; or
    - (B) The subcontractor becomes bankrupt or insolvent.
- (6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.
- (7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 14<sup>th</sup> day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by . . . . . [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions . . . . . (insert a summary of weather records and warnings).

(c) Transportation facilities . . . . . (insert a summary of transportation facilities providing access from the site, including information about their availability and limitations).

(d) . . . . . (insert other pertinent information).

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(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):

<http://farsite.hill.af.mil/vffar1.htm>  
<http://farsite.hill.af.mil/VFDFAR1.HTM>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **NONE** (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(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:

See attached statement of work.

(End of clause)

#### 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

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

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
  - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

#### NAVFAC 5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

(a) The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts 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 subcontractor's or consultants' agreements concerning the performance of this contract. (End of clause)

#### NAVFAC 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. (End of clause)

#### **NAVFAC 5252.236-9305 AVAILABILITY OF UTILITIES (JUN 1994)**

When available, the Government will furnish reasonable amounts of the following utilities for the work to be performed under this contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the OIC. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

Electric - Water - Compressed Air

Contractor Furnished Utilities. In the event that the Government is unable to provide the required types of utilities, the Contractor shall, at his expense, arrange for the required utilities.

Contractor Energy Conservation. The Contractor shall be directly responsible for instructing employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions which preclude the waste of utilities, which shall include:

- a. Lights shall be used only in areas where and at the time when work is actually being performed.
- b. Mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the workers.
- c. Water faucets or valves shall be turned off after the required usage has been accomplished.

Telephone Lines. Telephone lines for the sole use of the contractor will not be available. Government telephones shall not be used for personal reasons.

Contractor Availability. The contractor shall maintain a telephone at which he or his representative may be reached 24 hours daily. The telephone shall be listed in the contractor's name. If the contractor does not have a local telephone, he shall maintain a toll free emergency telephone (or accept collect calls from authorized Government personnel) at which he or his representative may be reached at night, weekends and holidays. It is mandatory that the contractor or his representative be available to a toll-free telephone 24 hours per day, seven days per week, including holidays. He shall notify the OIC in writing of the mailing address and telephone number within three days after award of this contract and immediately thereafter in the event of change. (End of clause)

#### 5252.236-9310 Record Drawings. RECORD DRAWINGS (OCT 2004)

The Contractor shall maintain at the job site two sets of full-size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall

be given to recording the horizontal and vertical location of all buried utilities that differ from the final government-accepted drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of methods is permitted herein, or where variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends, and details as necessary to clearly portray the as-built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Contracting Officer. (End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

1. Statement of Work, Small Condensing Unit Replacement, WR# DJGCY, Naval Operations Support Center, Spokane, WA dated 6 May 2010
2. Davis Bacon Wage Determination : General Decision Number: WA100057 04/16/2010 WA57 Modification 2. State: Washington. County: Spokane. Type: Building.

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	JUL 2009
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005

## CLAUSES INCORPORATED BY FULL TEXT

## 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238220.

(2) The small business size standard is \$14,000,000.

(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) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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 (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees    Avg. Annual Gross Revenues

- 50 or fewer     \$1 million or less
- 51 - 100         \$1,000,001 - \$2 million
- 101 - 250        \$2,000,001 - \$3.5 million
- 251 - 500        \$3,500,001 - \$5 million
- 501 - 750        \$5,000,001 - \$10 million
- 751 - 1,000      \$10,000,001 - \$17 million
- Over 1,000       Over \$17 million

(End of provision)

52.222-22    PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a)  It has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b)  It has,  has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25    AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a)  it has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b)  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) ALTERNATE A

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238220.

(2) The small business size standard is \$14,000,000.

(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 clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) 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 (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at <https://orca.bpn.gov/>.

After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically 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/DFARS clause No.	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 ORCA.

(End of Provision)

## Section L - Instructions, Conditions and Notices to Bidders

QUOTE SUBMISSION INSTRUCTIONS

Quotes in response to this Request for Quotation may be emailed to [alex.wingert@navy.mil](mailto:alex.wingert@navy.mil). File size must be less than 9MB. File must be received in the email inbox of the Contracting Officer by the closing time and date. Recommend calling Alex Wingert at 425-304-3315 to ensure quote was received.

Quotes may also be faxed to 425-304-4505. See FAR 52.215-5 Facsimile of Proposals

Quotes may be sent by mail to:

NAVFAC NW  
Attn: Alex Wingert  
2000 West Marine View Drive  
Building 2000 Suite 227  
Everett, WA 98207

## CLAUSES INCORPORATED BY FULL TEXT

## 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: **425-304-4505**.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

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
2.8%	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 WA, Spokane County, Spokane.

(End of provision)

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

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

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

Facility Manager – LS2 Mike Schwenk  
Phone: (509) 327-3346 ext. 11  
Fax: (509) 326-8257  
E-Mail: michael.j.schwenk@navy.mil

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffar1.htm>  
<http://farsite.hill.af.mil/VFDFARI.HTM>

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

252 The use in this solicitation of any NONE (48 CFR Chapter \_\_\_\_\_) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

#### 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

**NAVFAC 5252.237-9302 SITE VISIT (JUL 1995)**

(a) The site will be available for visitation at (indicate hours and days the site of work will be available to potential bidders/offerors).

OR

Arrangements to visit the site may be made by contacting Mike Schwenk during regular working hours at (509) 327-3346 ext. 11. Site visits are restricted to regular working hours.

(b) Visitors may be required to present documentation evidencing personal identification and firm affiliation.

(End of clause)



# STATEMENT OF WORK

## SMALL CONDENSING UNIT REPLACEMENT

WR# DJGCY

Naval Operations Support Center  
Spokane

(6 May 2010 - Final)

---

### PART 1 CONTRACT ADMINISTRATION

1.1. *Project Description:*

Perform work necessary to accomplish the elements of the work identified below. Refer to specific requirements provided in Part 2.

1.2. *Basic Work Elements:*

A. **Replace Condensing Unit**

1.3. *Project Location:*

Various Buildings  
Navy Operational Support Center - Spokane  
5101 North Assembly Street  
Spokane, WA 99205-6199

1.4. **Base Access:**

A. Prime contractor, subcontractor, supplier, delivery, and any other contract associated individuals requiring pre-arranged security clearance to visit and /or work at Naval Station Everett, Navy Support Complex Smokey Point, or Naval Radio Station Jim Creek shall utilize one of the three time period options below to obtain base access.

1. **One Time Visit (Escort):** For one-time base access visits, such as pre-bid site visits, contact the base access sponsor identified below for direction. Visitor will either be escorted on base, or directed to obtain a temporary pass or permanent badge as described below.

2. **Access Four Weeks or Less (Access Roster and Vehicle Pass):** Complete Document C for each individual and submit via fax or e-mail to the base access sponsor identified below. Upon submission, call sponsor to insure receipt. Allow five days for processing this request.

3. **Access Greater than Four Weeks (Access Badge and Vehicle Sticker):** Individuals who require access on a routine basis that exceeds four-weeks in duration shall set up a Base Access account as instructed below. Once account is established, follow the instructions on the BAVR web site to request access for each individual requiring an access badge. Allow five days for processing this request.

a. **BAVR Account Set-up:** Access is arranged by logging on to the Navy Internet site set up for this specific purpose. <https://bavr.cnrnw.navy.mil/> A Company representative must log on to the web site and set-up an account as a user type, "Contractor Facility Security Officer". Provide the information requested and the Base Security Manager will approve the account.

b. **Permanent Badges:** Submit information in the BAVR system five days in advance of visit to allow for security to review and approve badge requests. If waterfront or pier access is required, indicate reason in the BAVR system. At the time of badge issue, a current picture ID is required.

c. **Existing Badges:** Personnel already having a Base Access Badge, continue to have access until the existing badge expires. Upon expiration submit a new badge request and documentation listed above.

B. Vehicle and personal information are required at the Base Pass and ID Office to obtain base access regardless of the duration of visit. The following items are required:

1. Department of Homeland Security Form I-9 "Employment Eligibility Verification" from employer – copy only

2. Document(s) that establish both identity and employment eligibility. A list of acceptable documents can be found on Page 3 of Form I-9.

- 3. Drivers License
- 4. Vehicle Registration
- 5. Vehicle Insurance

**C. Naval Operational Support Center:** Prime contractor, subcontractor, supplier, delivery, and any other contract associated individuals requiring pre-arranged security clearance to visit and /or work at shall contact the Facility Manager for access. Schedule access three working days prior to access requirement.

1. Base Access Sponsor information:

**Spokane NOSC**  
 Facility Manager – LS2 Mike Schwenk  
 Phone: (509) 327-3346 ext. 11  
 Fax: (509) 326-8257  
 E-Mail: michael.j.schwenk@navy.mil

**1.5. Pre-Quote Site Visit:**

- A. The site will be available for visitation as indicated in the solicitation documents.
- B. Visitors are required to provide personal information as outlined in paragraph 1.5.

**1.6. Documents and Drawings:**

- A. The attached document(s) and/or drawing(s) listed below accompany this scope of work and are part of this contract. The document(s) and/or drawing(s) provided do not fully represent all details pertaining to the physical site features.
- B. The Contractor shall check the document(s) and/or drawing(s) immediately upon receipt and shall promptly notify the Contracting Officer of any discrepancies. The Contractor shall verify the figures before ordering materials and laying out the work and shall be responsible for any errors which might have been avoided thereby.

<u>Documents/Drawings</u>	<u>Description</u>
Document A	Request for Information Form (RFI)
Document B	Safety Activity Hazard Analysis Forms
Document C	Base Access Request Information
Document D	Submittal Transmittal Form 4335

**1.7. Request for Information:**

- A. The Request for Information (RFI) form, provided as Document A, is to be used for requesting information prior to submittal of quote and/or after award for various project issues, such as cost, product information, methods or time required for completion. All RFI's (both pre-award and post-award) are to be faxed directly to the Contracting Officer at 425-304-4505, unless directed otherwise.

**1.8. Post Award/Pre-Work Conference:**

The Prime Contractor agrees to attend any post-award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

Minimum agenda shall be:

- Schedule
- Submittals
- Partnering
- Safety
- Access
- Permits (e.g., Hot Work, Outages, etc.)
- Other issues

**1.9. Contractor Responsibilities:**

- A. At all times during performance of this contract and until the work is completed and accepted, the prime contractor to whom the contract is awarded shall provide and maintain full time supervisory presence on the worksite by an employee of the prime contractor. Subcontracting out the superintendent function is not acceptable.
- B. Verify all measurements.
- C. Remove all generated debris from Government property.
- D. Protect Government property in accordance with FAR Clause 52.237-2 Protection of Government Buildings, Equipment, and Vegetation.
- E. Verify that site conditions are in agreement with the specification package. Contractor shall report all changes to the site or conditions that will affect performance to the Government. Contractor shall not take any corrective action without written permission from the Government.

**1.10. Safety Reference(s):**

Unless otherwise specified in this contract, the Army Corps of Engineers Safety Manual (EM 385-1-1 – latest revision), *29CFR1910, 29CFR1926, OPNAVINST 5100.23(ser), or whichever is most stringent* shall be the safety reference to be adhered to in regards to this contract. All work as defined in this contract shall comply with the requirements described in these manuals. Below is the web link to the COE EM 385-1-1:

<http://www.usace.army.mil/CESO/Pages/EM385-1-1,2008NEW!.aspx>

**1.11. Submittals:**

**A. General requirements:** Provide required administrative and technical submittals to the Contracting Officer's Representative in the format prescribed herein. Submittals shall be approved by the Government **prior to commencement of work.**

**B. Transmittal Sheet:** Provided a completed NAVFAC Form 4355 "*Submittal Transmittal Form*" (Document D) as the coversheet and presented as the first page for each submittal required. Additional guidance is provided as follows:

1. Completely fill out all items in Part I – For Contractor Use on Form 4355.
2. Submittal Transmittal Number: Numerically sequence submittals by filling in the "submittal no." block, starting with "**01**". For resubmittals, use "**01-RI**", etc.
3. Submittal Description: Utilize the five-digit CSI MasterFormat number and the associated short title description as called out in Paragraph E. "Submittals Required" for the description in Part I on form 4355, e.g.

***"07250 Spray-Applied Fireproofing – 2010"  
- Material Data***

**C. Electronic File Naming:** Identify the submittal by utilizing the following electronic file naming convention:

1. Electronic PDF File Naming: Use the submittal sequence number, the five-digit CSI MasterFormat number and associated short title description as called out in Paragraph E. "Submittals Required" as the electronic file name, e.g.

***"01-07250 Spray-Applied Fireproofing - 2010.pdf"  
- Material Data***

For re-submittals, use:

***“01R-07250 Spray-Applied Fireproofing - 2010.pdf”***

***- Material Data***

**D. Submission Method:**

1. Provide submittals electronically via email in individual PDF format files for each submittal package listed in paragraph E. “Submittals Required” section. Failure to submit as required will result in **immediate disapproval.**
2. Physical Submittals are to be mailed or hand-delivered, along with associated NAVFAC Form 4355 transmittal cover sheet.

**E. Submittals Required:**

- 01320 – Schedule with Date specific milestones
- 01525 - Job Activity Hazard Analysis (AHA) per COE EM 385-1-1 (Document B, attached)
  - Addresses specific hazards with each feature of work
- 15700 – Unitary Equipment – Refrigerant System Product Data - 2010
  - Manufacturers Catalog Data
  - Operation and Maintenance Manual

**F. Submittals Required at Closeout:** Provide the following close-out submittals prior to final acceptance inspection and payment:

- 15700 – Unitary Equipment – Condensing Unit Testing Reports
  - Evacuation Test
  - Start-up and Testing
- 01770 Written Notice of Work Completion Date for Warranty

**G. Delivery:** All submittals are to be delivered to the following NAVFAC NW Everett Public Works Contracting Officers Representative:

Name: JoAnna Phillips  
Phone: 425-304-4504  
E-Mail: [joanna.phillips@navy.mil](mailto:joanna.phillips@navy.mil)

---

## **PART 2      SCOPE OF WORK, PRODUCTS AND INSTALLATION**

### **2.1.    Work Requirements:**

Furnish labor, materials, transportation, equipment, tools, supplies, supervision, and management, as well as any incidental items necessary, to perform the scope of work in its entirety.

### **2.2.    Scope of Work:**

#### **A.    REPLACE CONDENSING UNIT**

1. **Background:** Existing 2 ton condensing unit (Ruud Model UAKA-024JAZ) is connected to an indoor air handler (AHU) that is sized for 5 tons of cooling (Trane XE70 Model TUN100A96B0, Serial E04664250). Intent is to replace the existing 2 ton condensing unit with an appropriately sized 5 ton unit.

2. **Equipment Selection** – Field verify air handler size and capacity and select a 5 ton condensing unit and evaporator coils that are compatible with existing AHU. Submit product data for Government Approval prior to ordering any materials.

#### **a.    Condensing Unit Specifications**

- 1.) ARI Certified
- 2.) Overload protection on all three phases of compressor motors
- 3.) Crankcase heaters for compressors
- 4.) High and low pressure controls
- 5.) Scroll type compressors
- 6.) R-410 Refrigerant
- 7.) Low ambient head pressure control (to 55°F) by variable speed condenser fans or head pressure operated dampers
- 8.) Liquid receivers and solenoid valves
- 9.) Thermostatic expansion valves
- 10.) Liquid line dryers
- 11.) Liquid line site glass and moisture indicators
- 12.) Accessible pressure gauge ports
- 13.) Weather guard over fan and coils
- 14.) Fan may not be supported by the unit cabinet. Additional support members are required.

#### **b.    Evaporator Unit Specifications**

- 1.) ARI Certified

- 2.) Extruded aluminum fin copper coils
- 3.) Certified for working pressures up to 260 psi
- 4.) Pressure tested to 500 psi
- 5.) Size to fit existing AHU without changing the airflow rate (CFMs).

**c. Programmable Controller Specifications**

- 1.) Prior to bidding, field verify existing controller type and replace with new controller and t-stat(s) capable of controlling existing zones. The controller details are not known at this time. Submit specifications on new equipment for approval prior to ordering materials.

**3. Demo Existing 2 Ton Condensing Unit and Interior Evaporator**

- a. Remove all existing R-22 Refrigerant and recycle at the appropriate facility off Government property.
- b. Demo line set, evaporator coil and existing 2 ton condensing unit and dispose of off Government property.

**4. Install New Condensing Unit**

- a. **Qualifications of Installer** - The installation supervisor shall be an authorized representative to install the materials specified. Mechanics shall be employees of, or approved by, the authorized representative, and skilled and experienced in the removal and installation of the condensing unit required for this project.
- b. **Electrical** - Field verify all existing voltages and physical conditions prior to ordering materials. Bring to the attention of the Contracting Officer any differences noted between field conditions and the scope of work. All work shall comply with the current edition of the National Electrical Code.
- c. **Condensing Unit** - Install new condensing unit according to manufacturer's recommendations. Any recommendations that state "should" are considered a firm requirement.
  - 1.) Use leg supported condensing units or install on hot dipped galvanized steel channel to allow air space between unit cabinet and the concrete pad.
  - 2.) Anchor units and/or bases to equipment pad with stainless steel drilled in expansion bolts.
- d. **Piping** – Install all new piping, suitable for R-410 service. Note insulation requirements below when selecting clamps and hangers.
- e. **Evaporator** – Install new evaporator into existing AHU.
  - 1.) Securely fasten coil in place without damaging AHU casing integrity.

- 2.) Voids around evaporator are not allowed. Use asphaltic tape or similar to seal evaporator to AHU interface.

## 5. Pressure Testing

- a. After all components of the refrigerant system have been installed and connected, the entire refrigeration system shall be subjected to pneumatic evacuation. Draw a vacuum and perform micron leakage test as follows:
  - 1.) Tests shall be conducted in the presence of the Facility Manager (provide two days notice).
  - 2.) Evacuation test minimum absolute pressure is 300 micrometers. Once the desired vacuum has been reached, the vacuum line shall be closed and the system shall stand for 1 hour. If the pressure rises over 500 micrometers after the 1 hour period, then the system shall be evacuated again down to 300 micrometers and let set for another 1 hour period. If during the pressure continues to rise, check the system for leaks, repair as required, and repeat the evacuation procedure. The system shall not be charged until a vacuum of at least 500 micrometers is maintained for a period of 1 hour without the assistance of a vacuum line. During evacuation, pressures shall be recorded by a thermocouple-type, electronic-type, or a calibrated-micrometer type gauge.
  - 3.) Submit all test reports for Government Approval.

## 6. Insulation

- a. Install new high quality close cell insulation, 1 ½” thick.
- b. Maintain a continuous vapor barrier by carrying insulation through hangers and sealing all joints with contact cement. TAPING JOINTS IS NOT ACCEPTABLE. Breaks in the insulation are allowed in minimal locations where firm support is required. Prior to installing the clamp, apply elastomeric tape directly to the pipe at the clamp location, and seal the 1 ½” insulation to the tape on either side of the clamp to maintain the continuous vapor barrier.
- c. Apply a weather-proof jacketing on the exterior portion of the insulation.
- d. Seal penetrations through wall with high quality weatherproof elastomeric sealant, colored to match wall.

## 7. Start-up and Testing

- a. Perform start-up and testing according to manufacturer’s recommendations, in the presence of Facility Manager (provide two days notice). Submit reports for approval.

---

## **PART 3 GENERAL REQUIREMENTS**

### **3.1. Restrictions on Work:**

- A. Work shall be performed between 7:30 a.m. and 4:00 p.m. Monday through Friday. Work outside of these hours requires approval by the Contracting Officer.
- B. Access to the building and the work site shall be coordinated with the Quality Assurance Representative assigned to the contract 24 hours in advance.

### **3.2. Laydown Area:**

Parking and/or laydown area will be provided as needed and shall be coordinated with the QA Representative. Contractor is responsible for security of material and equipment left at job site.

### **3.3. Clean Up:**

Site cleanup and restoration will be the responsibility of the Contractor. Contractor shall remove all debris, waste and un-used material daily from the premises. The premises shall be kept free at all times from accumulation of waste material and/or rubbish resulting from the work. Combustibles shall be removed daily, and upon completion of the work, all debris, tools, and surplus materials shall be removed and the work area left clean.

### **3.4. Additional General Requirements:**

- A. **Safety** – During the post-award conference discuss and develop mutual understandings relative to the administration of the safety program. If the Contractor fails or refuses to promptly comply with safety requirements, the Contracting Officer may issue an order stopping all (or part) of the work until satisfactory corrective action has been taken. No part of the time lost, due to any such stop order, shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor. Safety meeting shall be held prior to start of all new activities. Activity Hazard Analysis shall be reviewed and discussed.

- B. **Invoicing**

- 1. All invoices are to be processed electronically via a secure web-based system referred to as the Wide Area Workflow (WAWF) system. This system provides

2. Refer to Clause “NAVFAC 5252.232-9301 INVOICE PROCEDURES ELECTRONIC” located in the Solicitation and Proposal section of this contract to obtain specific information on submitting an invoice using WAWF.
3. Supplemental WAWF information is provided as follows:
  - a. The WAWF site provides training and informational material for use and assistance.
  - b. As a minimum, an invoice route sheet is required to insure all requirements are met for payment processing.
  - c. Invoices must have at least one attachment. Note that construction contracts require two attachments, the second being a final release statement. Attach supporting documentation in WAWF to support payment.
  - d. File Names of attachments may not contain spaces or special characters, except underscore “\_” to separate characters or numbers
  - e. Attached files are limited in size to a maximum of two-megabytes. There is no maximum limit for total size of all files per invoice.
  - f. Resubmit or Void invoice whenever the invoice is recalled or a notice of rejection is received from either the government invoice processing officials or the Pay Office. (Only the LPO will REJECT an invoice)
- C. **Equipment Identification** - The Contractor shall keep equipment conspicuously marked for identification and is fully responsible for the security of such equipment.
- D. **Station Regulations:** - Ensure that Contractor personnel employed on this contract become familiar with and obey Station regulations; keep within the limits of the work and avenues of ingress and egress; and do not enter restricted areas unless required to do so and until cleared for such entry. Smoking is prohibited within 25 feet of any building.
- E. **Interruption of Station Traffic and Functions:** - Utility services or functions, pedestrian traffic, vehicle traffic and all other Station equipment running on roadways shall not be interrupted during regular working hours except as scheduled and approved by the Contracting Officer. The Contractor shall give special attention to scheduling of work and location of equipment on streets so that no type of Station traffic or function is impaired.
- F. **Interruption of Station Fire and Traffic Lanes:** - Fire and traffic lanes shall remain open at all times. Momentary blocking is allowed if permission is obtained five (5) working days in advance from the Contracting Officer, and the site is

- G. **Fire Prevention:** - Contractor shall perform all work in a fire safe manner. Contractor shall supply and maintain adequate fire fighting equipment on the site, capable of extinguishing incipient fires. Contractor shall comply with the Station fire preventative regulations. In the absence of Station regulations, Standards of the National Fire Protection Association shall apply. No flammable paints or flammable liquids shall be left at the work site after working hours.
- H. **Environmental Protection Regulatory Requirements:** - Provide and maintain, during the life of the contract, environmental protection as defined in this Section. Plan for and provide environmental protective measures to control pollution that develops during normal construction practice. Plan for and provide environmental protective measures required in correcting conditions that develop during the construction of permanent or temporary environmental features associated with the project. Comply with Federal, state, and local regulations pertaining to the environment, including but not limited to water, land, air, and noise pollution. Contractor shall be financially responsible to comply with these regulations within the Hazardous Waste guidelines of Naval Station Everett as set forth within this Statement of Work.
- I. **Quality Control:** - Contractor shall be responsible for insuring all quality control inspections and required tests are performed and passed, if required. Contractor shall be responsible to coordinate and schedule all work activities, test and pre-final and final inspections with the QA Representative.
- J. **Acceptance:** - The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compliance shall be subject to inspection, review, and acceptance by the Government.
- K. **Warranty:** - Contractor shall provide a warranty on workmanship and materials used for this contract. The warranty period shall begin on the same date as the final project acceptance and continue for one full year.
- L. **As-Built Drawings:** - When required elsewhere to be provided as a project close-out submittal, the Contractor shall revise the identified existing facility record drawings in red to show all variations between the work performed under this contract and the features shown on the existing facility record drawings. Hard copies of the existing facility drawings will be provided for use after the contract is awarded. Requests for partial payment will not be approved if the marked prints are not kept current. Final payment will not be processed until complete and accurate marked prints are submitted and approved. Refer to requirements of NAVFAC Acquisition Supplement 5252.236-9310 Record Drawings.

**- END OF STATEMENT OF WORK -**

# REQUEST FOR INFORMATION

**RFI#**

TRANSMITTAL AND REPLY FORM

**Contract Title:**

**Contract #:**

From:

**Submitted by:**

To: Resident Officer in Charge of Construction, Everett

**Fax: 425-304-4505**

**DATE TO ROICC:**

**SPEC. SECTION:**

**DATE REQUIRED:**

**DWG. AND DETAIL:**

**COST EFFECT?**

**SHORT TITLE:**

**QUESTION:**

**CONTRACTOR SUGGESTION:**

**ROICC REPLY:**

**CHANGE**

**NO CHANGE** **FIELD CHANGE #:**  **PC #:**

**As-Built:**

**Project Engineer:**  **DATE SIGNED:**

**ENCLOSURES:**

THE ABOVE RESPONSE IS GIVEN AS INFORMATION ONLY. IT IS NOT TO BE CONSTRUED AS AUTHORITY TO PROCEED. IF A PC NUMBER IS ASSIGNED ABOVE, A REQUEST FOR PROPOSAL WILL BE SENT UNDER SEPARATE COVER. IF FIELD CHANGE NUMBER IS ASSIGNED, NO COST ASSOCIATED WITH THE RESPONSE HAS BEEN DETERMINED OR PROPOSED. IF YOU DISAGREE WITH ANY OF THE ABOVE, FORWARD WRITTEN NOTICE IN ACCORDANCE WITH THE "CHANGES" CLAUSE OF THE CONTRACT WITHIN FIVE WORKING DAYS OF RECIEPT.

## The Activity Hazard Analysis

The Activity Hazard Analysis is not difficult to develop. In fact, once it is developed, it may not significantly change for quite some time and can be used again in subsequent projects. Each Activity Hazard Analysis, however, needs to be 'Site Specific.'

The first thing, to remember, is that an Activity Hazard Analysis (AHA) needs to be developed for each Definable Feature Of Work (DFOW). A DFOW is 'identified by different trades or disciplines and is an item or activity on the construction schedule.' Each specification section could be considered a DFOW, but there is frequently more than one DFOW under a particular section.

In accordance with the EM 385-1-1, 'AHA's will define the activities being performed and identify the sequences of work, the specific hazards anticipated, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Section 01.A.13 discusses the requirements of the AHA.

To begin with, insure that you have the correct contract information in the top sections. Choose the Activity to be addressed. This is your DFOW.

Box 1, list all of the Principle Steps associated with that Activity.

Box 2, Potential Safety/Health Hazards. Each Principle Step has Potential Safety/Health Hazards associated with it. These should be listed in a logical manner. These are the hazards you are trying to protect the employee from.

Box 3, Recommended Controls. There are ways and methods to protect the employee. Many times there are numerous methods or steps to use. Try to list as many as possible, for this is where the real management of hazards occurs.

Box 4, Equipment To Be Used. More often than not, there will be equipment involved with the work. Many times the equipment or tools are the hazards to be managed. If this is true the equipment/tools should be listed as the Potential Safety/Hazards.

Box 5, Inspection Requirements. List the inspection requirements for the work activity.

Box 6, The training box is reserved for any and all training necessary to operate or use the equipment. It doesn't require detailed training descriptions. It can list certifications necessary for a piece of equipment or operator verification.

Please submit the AHA with sufficient time for the government representative to review and comment on it. It should not be submitted with the Safety Plan, but shortly (15 days or so) prior to the Preparatory Meeting for each activity. These AHA's are meant to be used for discussions with the employees for that activity, during the Preparatory Meeting.

Please see the attach format for the Activity Hazard Analysis.

## ACTIVITY HAZARD ANALYSIS

Contract Number:	Contractor Name:	Date Prepared:
Project Name:	Location:	Subcontractor:
Activity:	SSHO:	
<b>1. PRINCIPLE STEPS</b>	<b>2. POTENTIAL SAFETY/HEALTH HAZARDS:</b>	<b>3. RECOMMENDED CONTROLS:</b>
1	1.a  1.b	1.a.1 1.a.2 1.a.3 1.b.1 1.b.2
<b>4. EQUIPMENT TO BE USED:</b>	<b>5. INSPECTION REQUIREMENTS:</b>	<b>6. TRAINING REQUIREMENTS:</b>
Preparer (Sign and Date):		
Competent Person (Sign and Date):		
SSHO's Review (Sign and Date):		



## Base Access Request Information

<i>Last Name:</i>	
<i>First Name:</i>	
<i>Middle Name:</i>	
<i>Date Of Birth:</i>	
<i>Driver License #:</i>	
<i>State Issued Driver License:</i>	
<i>E-Mail Address:</i>	
<i>Employer:</i>	
<i>Work Phone #:</i>	
<i>Purpose of Visit:</i>	
<i>Pier Access? Why?</i>	
<i>Date of Arrival:</i>	
<i>Date of Departure:</i>	

**CATALOG CUT / SHOP DRAWING TRANSMITTAL AND APPROVAL**  
 12ND WESTDIV 4355/1 (REV. 9-76) No transmittal letter required

SUBMITTAL NO.	CQC CLAUSE <input type="checkbox"/> IS APPLICABLE <input type="checkbox"/> IS NOT APPLICABLE	
---------------	--	--

REFERENCES TO USE WHEN CQC CLAUSE IS APPLICABLE	<b>PART I - FOR CONTRACTOR USE</b>	REFERENCES TO USE WHEN CQC CLAUSE IS NOT APPLICABLE
---	------------------------------------	---

(A) ROICC/REICC	FROM (Contractor) _____ TO (A) <b>NAVFAC NORTHWEST - EVERETT (ROICC)</b> <b>2000 W. Marine View Drive</b> <b>Everett, WA 98207 - 1800</b>	(A) DESIGNER
	CONTRACT NO. _____ CONTRACT TITLE _____	

(B) (Check one)	THE FOLLOWING ITEM IS SUBMITTED FOR (B) PER SPECIFICATION SECTION NUMBER _____  <input type="checkbox"/> <b>RECORD</b>  <input type="checkbox"/> <b>APPROVAL</b>	
	CERTIFICATION (This form shall not be used to forward proposed substitutions)  IT IS HEREBY CERTIFIED THAT THE _____ EQUIPMENT _____ MATERIAL SHOWN AND MARKED IN THIS SUBMITTAL IS THAT PROPOSED TO BE INCORPORATED INTO CONTRACT  IS IN COMPLIANCE WITH THE CONTRACT DRAWINGS AND SPECIFICATIONS, AND CAN BE INSTALLED IN THE ALLOCATED SPACES.	

(C) AUTHORIZED CONTRACTOR QUALITY CONTROL REPRESENTATIVE	CERTIFIED BY (C) _____ DATE _____	(C) PERSON DESIGNATED BY CONTRACTOR AS HAVING AUTHORITY TO SIGN CERTIFICATION
--	-----------------------------------	---

<b>PART II - FOR REVIEWER USE</b>		
-----------------------------------	--	--

(D) CURSORY REVIEW REQUIRED ON RECORD COPIES - REPLY TO ROICC ONLY IF APPROPRIATE. DETAILED REVIEW REQUIRED ON SUBMITTALS FOR GOVERNMENT APPROVAL. STAMP AND MARK EACH COPY AS APPROPRIATE.	FROM (Designer) _____ TO (ROICC/REICC) _____  THIS SUBMITTAL HAS BEEN REVIEWED (D). THE FOLLOWING RECOMMENDATION IS MADE:	(D) DETAILED REVIEW REQUIRED. STAMP AND MARK EACH COPY AS APPROPRIATE.
	SIGNATURE _____ DATE _____	

<b>PART III - FOR ROICC/REICC USE</b>		
---------------------------------------	--	--

(E) DESIGNER (Copy to OICC)	FROM (ROICC/REICC) <b>NAVFAC NORTHWEST - EVERETT</b> TO (E) _____	(E) CONTRACTOR (copy to OICC)
-----------------------------	---	-------------------------------

	ENCLOSURES ARE RETURNED WITH THE FOLLOWING COMMENTS:  <input type="checkbox"/> <b>APPROVED</b>  <input type="checkbox"/> <b>APPROVED WITH CORRECTIONS NOTED</b> <input type="checkbox"/> Refer to comments noted in Part II above <input type="checkbox"/> Refer to comments noted on attached document  <input type="checkbox"/> <b>DISAPPROVED - REVISE AND RESUBMIT</b> <input type="checkbox"/> Refer to comments noted in Part II above <input type="checkbox"/> Refer to comments noted on attached document  <b>Response is subject to contract requirements with no change in contract priced or time.</b>	
	SIGNATURE _____ DATE _____	

General Decision Number: WA100057 04/16/2010 WA57

Superseded General Decision Number: WA20080057

State: Washington

Construction Type: Building

County: Spokane County in Washington.

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

Modification Number    Publication Date

0	03/12/2010
1	03/19/2010
2	04/16/2010

ASBE0082-001 08/01/2009

Rates	Fringes
-------	---------

ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 25.74	13.78
---	----------	-------

BRWA0001-002 06/01/2009

Rates	Fringes
-------	---------

BRICKLAYER.....	\$ 26.81	11.81
-----------------	----------	-------

CARP0004-011 09/01/2009

Rates	Fringes
-------	---------

CARPENTER (Excluding Acoustical ceiling, Drywall Hanging and Form Work).....	\$ 26.06	10.56
--	----------	-------

ZONE PAY:

ZONE 1	0-45 MILES	FREE
ZONE 2	46-65 MILES	\$2.00/PER HOUR
ZONE 3	66-100 MILES	\$3.00/PER HOUR
ZONE 4	OVER 100 MILES	\$4.50/PER HOUR

**DISPATCH POINTS:**

**CARPENTERS/MILLWRIGHTS:** PASCO (515 N. Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

**CARPENTERS:** SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

**CARPENTERS:** WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

**CARPENTERS:** COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

**CARPENTERS:** MOSCOW (302 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

**HAZMAT PROJECTS:**

Anyone working on a HAZMAT job (task, where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

**LEVEL D+** \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

**LEVEL C+** \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

**LEVEL B+** \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

**LEVEL A+** \$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

-----  
\* ELEC0073-003 01/01/2010

Rates      Fringes

ELECTRICIAN.....\$ 28.37      13.98

-----  
ELEC0073-010 06/01/2003

Rates      Fringes

ELECTRICIAN (Sound Equipment  
Installation Only).....\$ 18.95      7.90

-----  
ENGI0370-017 06/01/2009

Rates      Fringes

Power equipment operators:

GROUP 1.....	\$ 23.76	11.05
GROUP 2.....	\$ 24.08	11.05
GROUP 3.....	\$ 24.69	11.05
GROUP 4.....	\$ 24.85	11.05
GROUP 5.....	\$ 25.01	11.05
GROUP 6.....	\$ 25.29	11.05
GROUP 7.....	\$ 25.56	11.05
GROUP 8.....	\$ 26.66	11.05

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington;  
Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco,  
Washington; Lewiston, Idaho

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Compactor; Drill Oiler; Rollers, all types on  
subgrade, including seal and chip coatings

GROUP 2: Fork Lift

GROUP 3: Bulldozer (up to D-6 or equivalent)

GROUP 4: Drills (churn, core, calyx or diamond); Oiler;  
Loaders (overhead & front-end, under 4 yds. R/T); Vacuum  
Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (Under 45,000 gw); Trackhoe/Excavator (hoe  
Ram) (under 3/4 yd.); Cranes (25 tons & under), Drilling

Equipment(8 inch bit & over) (Robbins, reverse circulation & similar)

GROUP 6: Asphalt Roller; Backhoe (45,000 gw and over to 110,000 gw); Trackhoe/Excavator (Hoe Ram) (3/4 yd. to 3 yd.); Compactor (self-propelled with blade); Cranes (over 25 tons, to and including 45 tons), Bulldozer, 834 R/T & similar; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Scrapers, all, rubber-tired; Screed Operator

GROUP 7: Backhoe (Over 110,000); Trackhoe/Excavator (Hoe Ram) (3 yds & over); Cranes (over 45 tons to but not including 85 tons); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Blade

GROUP 8: Cranes (85 tons and over, and all climbing, overhead,rail and tower); Loaders (overhead and front-end, 10 yards and over)

BOOM PAY: (All Cranes, Including Tower)

180 ft to 250 ft \$ .50 over scale

Over 250 ft \$ .80 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

-----  
IRON0014-012 07/01/2009

Rates Fringes

IRONWORKER (Ornamental,  
Reinforcing and Structural).....\$ 30.79 17.40

-----  
LABO0238-014 06/01/2009

Rates Fringes

LABORER: Mason Tender - Brick...\$ 24.10 8.75  
-----

LABO0238-024 06/01/2009

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 20.56	8.75
GROUP 2.....	\$ 22.66	8.75
GROUP 3.....	\$ 22.93	8.75
GROUP 4.....	\$ 23.20	8.75

Zone Differential (Add to Zone 1 rates): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office

LABORERS CLASSIFICATIONS

GROUP 1: Flagman

GROUP 2: Common or General Laborer; Form-Stripping

GROUP 3: Chipping Guns; Concrete Saw; Pipelayer

GROUP 4: Asphalt Raker; Grade Checker; Gunite; Vibrating Plate

-----  
PAIN0054-004 06/01/2008

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 22.78	8.88

-----  
PAIN0054-006 11/01/2009

	Rates	Fringes
GLAZIER.....	\$ 18.00	6.18

-----  
PAIN0054-012 10/01/2005

	Rates	Fringes
SOFT FLOOR LAYER, Including Vinyl & Carpet.....	\$ 15.50	4.22

-----  
PLAS0072-006 06/01/2009

	Rates	Fringes
PLASTERER.....	\$ 24.08	11.22

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston, Wenatchee

Zone 1: 0-45 radius miles from the main post office

Zone 2: Over 45 radius miles from the main post office

-----  
PLUM0044-001 01/01/2010

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 33.23	15.02

-----  
ROOF0189-013 07/01/2009

	Rates	Fringes
ROOFER, (Including Tearoff).....	\$ 23.10	9.47

-----  
SHEE0066-008 06/01/2007

	Rates	Fringes
Sheet metal worker.....	\$ 25.45	13.44

-----  
SUWA2009-030 05/22/2009

	Rates	Fringes
CARPENTER (Acoustical Installation Only).....	\$ 18.00	1.43
CARPENTER (Drywall Hanging Only).....	\$ 20.62	0.00
CARPENTER (Form Work Only).....	\$ 18.63	2.65
LABORER: Handheld Drill.....	\$ 17.17	5.36

LABORER: Irrigation.....	\$ 11.58	0.00
LABORER: Landscape.....	\$ 11.48	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 9.00	0.00
OPERATOR: Bobcat/Skid Loader....	\$ 15.31	0.00
OPERATOR: Concrete Pump.....	\$ 22.30	5.27
OPERATOR: Mechanic.....	\$ 24.33	4.33
PAINTER: Brush Only.....	\$ 13.00	0.50
PAINTER: Roller Only.....	\$ 22.62	0.25
PAINTER: Spray Only.....	\$ 22.47	0.00
TILE SETTER.....	\$ 14.83	0.00
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 20.59	5.56

-----  
TEAM0760-006 06/01/2009

Rates Fringes

Truck drivers: (ANYONE  
WORKING ON HAZMAT JOBS SEE  
FOOTNOTE A BELOW)

ZONE 1:

GROUP 3.....	\$ 24.37	10.86
GROUP 4.....	\$ 24.70	10.86
GROUP 5.....	\$ 24.81	10.86
GROUP 6.....	\$ 24.97	10.86
GROUP 7.....	\$ 25.51	10.86
GROUP 8.....	\$ 25.83	10.86

Zone Differential (Add to Zone 1 rate: Zone 1 - \$2.00)

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office

Zone 2: Outside a 45 mile radius from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 3: Trucks, side, end, bottom and articulated end dump (3 yards to and including 6 yds.)

GROUP 4: Trucks, side, end, bottom and articulated end dump (over 6 yds. to & including 12 yds.)

GROUP 5: Trucks, side, end, bottom and articulated end dump (over 12 yds. to & including 20 yds.)

GROUP 6: Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.)

GROUP 7: Truck, side, end, bottom and articulated end dump (over 40 yds. to & including 100 yds.)

GROUP 8: Trucks, side, end, bottom and articulated end dump (over 100 yds.)

FOOTNOTE A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR - This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR - Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

-----

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

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as

provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

-----  
--

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

-----  
--

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Wage Determinations. Write to:

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

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

Write to:

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

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

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

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

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

END OF GENERAL DECISION