



WON 1140499

WON 1148519

N62742-13-R-1300

FY13 P-904, MV-22 Hangar and
Infrastructure

And

FY13 P-905, Aircraft Staging Area, Marine
Corps Base Hawaii (MCBH), Kaneohe, HI

REQUEST FOR PROPOSAL

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SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. N62742-13-R-1300	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 28 NOV 2012	PAGE OF PAGES 1 of 4
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror			

4. CONTRACT NO. N62742-13-C-1300	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY Naval Facilities Engineering Command, Pacific AE/Construction Contracts Branch, ACQ31 258 Makalapa Drive, Ste 100 Joint Base Pearl Harbor, HI 96860-3134	CODE	8. ADDRESS OFFER TO Mail: Block 7 Hand carry proposals to THE FRONT COUNTER AT: NAVFAC Pacific 4262 Radford Drive, Building 62 Honolulu, HI 96818-3296 Depository hours between 7:00 AM and 2:00 PM, Monday Through Friday except Federal Holidays
9. FOR INFORMATION CALL:	A. NAME Norine E. Horikawa	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (808) 474-4550 FAX: (808) 474-5909

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):
RFP NO. N62742-13-R-1300, FY13 P-904 MV-22 HANGAR AND INFRASTRUCTURE AND FY 13 P-905 AIRCRAFT STAGING AREA, MARINE
CORPS BASE HAWAII, HAWAII

General Description: See Section 01 11 00, Summary of Work

This procurement is unrestricted: North American Industry Classification (NAICS) Code is 236220 – Commercial and institutional Building Construction. Average Annual Receipts for past three years--\$33.5 MIL

This procurement is a design-bid-build project.

This is not a public proposal opening.

DPAS Rating: DO-C2

Performance of Work by the Contractor (FAR 52.236-1) applies: The Contractor shall perform on site, and with its own organization at least twenty percent (20%) of the contract amount.

DFARS 252.247-7023, Transportation of Supplies by Sea applies to this contract. Within 30 days of each shipment, the Contractor is required to provide an electronic copy of the carrier's bill of lading to the Contracting Officer and to MARAD via e-mail. MARAD email: Marguerite.Speights@dot.gov. In addition, the Contractor shall notify the Contracting Officer when oceanic shipments have been initiated within 3 working days of shipment.

Enforceability of Proposal: The proposal must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. By submission of the offer, the Offeror agrees that all items proposed (e.g., key personnel, subcontractors with teaming agreements, management approach, project schedule, etc.) will be enforced for the duration of the contract. Any substitutions after contract award will be equal or better than as proposed and shall require the Contracting Officer's approval prior to implementation.

Subcontracting Plan is Required. IAW PL 95-507 AND PL 100-280 for Large Business Concerns.

11. The Contractor shall begin performance within 15 calendar days and complete it within See Section 00700 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable.

12.a THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/>	12.B CALENDAR DAYS 30
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and See Section 00100 copies to perform the work required are due at the place specified in Item 8 by See Section 00100. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 150 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO./FACSIMILE NO. (Include area code)	
DUNS NO.		16. REMITTANCE ADDRESS (Include only if different than Item 14)	
CAGE CODE			
TIN NO.			
CODE	FACILITY CODE		

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within ___ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS SEE ATTACHED PRICE PROPOSAL SCHEDULE

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.									
DATE									

20A. NAME AND TITLE OF PERSON AUTHORIZATION TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government) N62742-13-C-1300

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) See Section 00700. Payment by electronic system - WAWF	ITEM
26. ADMINISTERED BY NAVFAC Hawaii ROICC Kaneohe Bay Acquisition Branch (OPM22) Box 63068 Kaneohe Bay, HI 96863-3068	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
27. PAYMENT WILL BE MADE BY Defense Finance & Accounting Service DFAS Cleveland Pacific Accounts Payable P.O. Box 998023 Cleveland, OH 44199	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form on any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)
30B. SIGNATURE	30C. DATE
31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

**SOLICITATION, OFFER AND AWARD (SF 1442), CONTINUED
PRICE PROPOSAL SCHEDULE
FOR
RFP NO. N62742-13-R-1300
FY13 P904 MV-22 HANGAR AND INFRASTRUCTURE
AND
FY13 P905 AIRCRAFT STAGING AREA,
MARINE CORPS BASE HAWAII (MCBH), KANEOHE, HAWAII**

Block 17, continued:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE ITEM: The basis for CLIN 0001 is the price for all work complete in accordance with the drawings and specifications for P904 but not including work specified under other CLINs	1	job	Lump Sum	\$ _____
0002	BASE ITEM: The basis for CLIN 0002 is the price for all work complete in accordance with the drawings and specifications for P905 but not including work specified under other CLINs	1	job	Lump Sum	\$ _____
000301	Planned Modification: Furniture, Fixtures and Equipment	Gov't Estimated Amount		<u>\$1,824,620.00</u>	
000302	Handling and Administrative Rate (HAR) <u>NTE 5%</u>	_____ %		\$ _____	
0003	Total of SLINs 000301 and 000302				\$ _____
	TOTAL of CLINS 0001, 0002, and 0003			Lump Sum	\$ _____

Notes:

1. See Document 00202 for the Price Evaluation.
2. The Offeror SHALL include a price for ALL CLINs.
3. Multiple awards will not be made.
4. The magnitude of construction for CLIN 0001 is between \$50,000,000 and \$100,000,000.
5. The magnitude of construction for CLIN 0002 is between \$10,000,000 and \$20,000,000.
6. The following notes apply to CLIN 0003 for Furniture, Fixtures and Equipment (FF&E):
 - a. Government Estimated Amount for FF&E. The Government Estimated Amount for FF&E, as shown above (SLIN 000301), includes the material cost, freight and installation charges. The Government Estimated Amount has been identified to provide Offerors with the projected magnitude of effort for FF&E. The total CLIN 0003 amount shall include all costs to procure, install and store the Furniture Fixtures and Equipment and includes the Prime Contractor's proposed Handling and Administrative Rate (HAR).

**SOLICITATION, OFFER AND AWARD (SF 1442), CONTINUED
PRICE PROPOSAL SCHEDULE
FOR
RFP NO. N62742-13-R-1300
FY13 P904 MV-22 HANGAR AND INFRASTRUCTURE
AND
FY13 P905 AIRCRAFT STAGING AREA,
MARINE CORPS BASE HAWAII (MCBH), KANEOHE, HAWAII**

Block 17, continued:

b. Prime Contractor Handling and Administration Rate (HAR). Offerors may propose a HAR fee in SLIN 000302, up to but not to exceed 5%, for the handling and administration of the FF&E. This fee will account for all administrative costs; overhead; bonding fees, if any; administration of subcontractors; profit; and any other costs associated with and related to the coordination and processing of the procurement and installation of the FF&E. The prime contractor's proposed HAR mark-up will be applied to the Government Estimated Amount to derive a total proposed price for CLIN 0003.

c. The prime contractor's HAR percentage rate will be incorporated into the contract as proposed and will not be adjusted regardless of fluctuations in the Government Estimated Amount. The HAR is a fixed percentage rate that will be utilized in calculating the final price for the planned modification. When the final FF&E package is priced, the contractor's HAR percentage rate, as incorporated into the contract, will be applied to the selected supplier/vendor's quote to derive a total proposed price for final negotiation of the planned modification.

d. It is anticipated that the planned modification will be awarded at least six months prior to the contract completion date after receipt of appropriate funding. A minimum of six months is required for the contractor to purchase, deliver and install the FF&E without impacting the overall completion date of the project. No schedule extensions will be granted if the planned modification is awarded at least six months prior to the contract completion date. If the Government decides to negotiate and award the planned modification less than six months prior to the contract completion date, the contractor may be entitled to a contract extension.

e. The design for the FF&E will be performed by others. Upon completion of the FF&E package and selection of the best value supplier by others, the Contracting Officer will issue a Request for Proposal to the prime contractor for the FF&E requirements. See Specification Section 01 30 01.00 22.

DOCUMENT 00100

INSTRUCTIONS TO PROPOSERS

10/12

- 1.1 PRE-PROPOSAL SITE VISIT
- 1.2 NUMBER OF COPIES/TIME OF RECEIPT
- 1.3 INSTRUCTION FOR OBTAINING THE REQUEST FOR PROPOSAL
- 1.4 INSTRUCTIONS FOR SUBMITTING QUESTIONS REGARDING SOLICITATION
- 1.5 AMENDMENTS
- 1.6 PREAWARD SURVEY/RESPONSIBILITY DETERMINATION
- 1.7 JOINT VENTURES (JV), LIMITED LIABILITY COMPANIES (LLC), LIMITED PARTNERSHIPS (LTD), ETC.
- 1.8 FAR 52.211-2, AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)
- 1.9 FAR 52.211-6, BRAND NAME OR EQUAL (AUG 1999)
- 1.10 FAR 52.211-14, NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)
- 1.11 FAR 52.215-1, INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
- 1.12 FAR 52.215-22, LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)
- 1.13 FAR 52.216-1, TYPE OF CONTRACT (APR 1984)
- 1.14 FAR 52.222-5, DAVIS-BACON ACT—SECONDARY SITE OF THE WORK (JUL 2005)
- 1.15 FAR 52.222-23, NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)
- 1.16 FAR 52.225-12, NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2009) ALTERNATE I (MAY 2002), ALTERNATE II (AUG 2007)
- 1.17 FAR 52.233-2, SERVICE OF PROTEST (SEP 2006)
- 1.18 FAR 52.236-27, SITE VISIT (CONSTRUCTION) (FEB 1995)
- 1.19 FAR 52.236-28, PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)
- 1.20 DFARS 252.211-7001, AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (MAY 2006)
- 1.21 DFARS 252.211-7002, AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC 1991)
- 1.22 DFARS 252.236-7008, CONTRACT PRICES--BIDDING SCHEDULES (DEC 1991)
- 1.23 NFAS 5252.228-9302, BID GUARANTEE (OCT 2004)

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DOCUMENT 00100

INSTRUCTIONS TO PROPOSERS

10/12

1.1 PRE-PROPOSAL SITE VISIT:

(a) A one-time pre-proposal site visit will be held on 11 December 2012 at 10:00 a.m. HST. The site visit will be conducted in accordance with FAR 52.236-27 at the end of this section.

(b) ALL PROSPECTIVE OFFERORS ARE URGED TO ATTEND THIS Site Visit. Offerors should submit their questions, in writing, prior to the site visit. This may include comments, constructive criticisms, and any inconsistencies of the RFP. You may forward your questions to Ms. Norine E. Horikawa by electronic mail transmission to norine.horikawa@navy.mil. This submission of questions will not preclude anyone from posing questions during the site visit if time permits. ALL QUESTIONS MUST BE IN WRITING.

(c) Failure of a prospective offeror to submit any questions will be construed to mean that the offeror fully understands all requirements of the solicitation. Prospective offerors are advised that the pre-proposal site visit will be held solely for the purpose of explaining the concepts involved in the project and the specifications, terms, and conditions of this solicitation.

(d) All prospective offerors are advised that this solicitation will remain unchanged unless it is amended in writing. However, if an amendment is issued, normal procedures relating to the acknowledgement and receipt of any such amendment, as described in this section, shall be applicable.

(e) The use of cameras, tape recorders, and other recording devices are prohibited during the pre-proposal site visit.

1.2 NUMBER OF COPIES/TIME OF RECEIPT

a. PRICE PROPOSAL (PAPER): An original paper and one (1) paper copy of the price proposal shall be submitted on **09 January 2013 at 2:00 p.m. HST** in a sealed envelope and marked in the bottom right corner "PRICE PROPOSAL SUBMITTED UNDER RFP N62742-13-R-1300 - DO NOT OPEN IN MAILROOM." The PRICE PROPOSAL shall include the following:

- (1) Signed and completed SF 1442 (Solicitation, Offer and Award)
- (2) Bid Guarantee
- (3) Representations and Certifications (See Section 00600)
- (4) Information required by paragraph 1.6, Pre-Award Survey/Responsibility Determination
- (5) Information required by paragraph 1.7, Joint Ventures (JV), Limited Liability Companies (LLC), Limited Partnerships (LP), Etc., if applicable

b. NON-PRICE PROPOSAL (**FACTORS 1, 2, and 4**)(PAPER): An original paper and five (5) paper copies of the non-price proposal for **Factors 1, 2, and 4** shall be submitted on **09 January 2013 at 2:00 p.m. HST** in a sealed envelope/package/box and marked in the bottom right corner "TECHNICAL PROPOSAL SUBMITTED UNDER RFP N62742-13-R-1300 - DO NOT OPEN IN MAILROOM." Identify the original proposal as "Original" on the cover of the proposal. The NON-PRICE PROPOSAL shall be submitted in a three-ring binder with table of contents and tabbed. The NON-PRICE PROPOSAL shall include the following:

- (1) All information required by Factor 1, Experience of the Firm on Recent Relevant Projects
- (2) All information required by Factor 2, Safety
- (3) All information required by Factor 4 Past Performance in Recent Relevant Projects

c. NON-PRICE PROPOSAL (**FACTOR 3, Small Business Utilization**) (PAPER): An original paper and two (2) paper copies of the technical proposal for Factor 3 shall be submitted on **10 January 2013 at 2:00 p.m. HST** in a

sealed envelope/package/box and marked in the bottom right corner "TECHNICAL PROPOSAL SUBMITTED UNDER RFP N62742-13-R-1300 - DO NOT OPEN IN MAILROOM." Identify the original proposal as "Original" on the cover of the proposal. The NON-PRICE PROPOSAL shall be submitted in a three-ring binder with table of contents and tabbed. The NON-PRICE PROPOSAL shall include the following:

(1) All information required by Factor 3, Small Business Utilization

d. PRICE AND NON-PRICE PROPOSALS (ELECTRONIC): An electronic copy of the price and non-price proposals shall be submitted in .pdf format on a CD-ROM with the paper copy of the Factor 3 non-price proposal. The offeror is responsible for ensuring that all original paper and electronic copies are identical. Should there be a discrepancy between the paper and electronic versions, the paper copy shall govern.

e. Proposals shall be submitted as follows:

(1) If sent via U. S. Postal Mail:

Naval Facilities Engineering Command, Pacific
Construction Contracts Branch (ACQ31)
258 Makalapa Drive, Suite 100
Pearl Harbor, HI 96860-3134

(2) If hand-carried/Private Courier (Delivery hours between 7:00 AM and 2:00 PM, Monday Through Friday except Federal Holidays)

Naval Facilities Engineering Command, Pacific
Construction Contracts Branch (ACQ31)
4262 Radford Drive, Building 62
Honolulu, HI 96818-3296

1.3 INSTRUCTION FOR OBTAINING THE REQUEST FOR PROPOSAL

The RFP, excluding the drawings, will be available through the NECO website <https://www.neco.navy.mil>. The RFP including the drawings can be accessed at the following direct link <https://www.fbo.gov/fedteds/TDPN6274213R1300>. Printed copies of the RFP will not be issued. Contractors must register at the Federal Business Opportunities (FBO) website <https://www.fbo.gov> to obtain access to the RFP drawings. Registration instructions can be found on the FBO website. Once registered in FBO, the contractor must request explicit access to the drawings. An email will be forwarded once the contracting office has approved or declined the request. Approved contractors may then view and/or download the drawings.

1.4 INSTRUCTIONS FOR SUBMITTING QUESTIONS REGARDING SOLICITATION

Questions regarding the solicitation shall be submitted in **writing** in WORD format via electronic mail to Ms. Norine E. Horikawa, norine.horikawa@navy.mil. Questions shall reference the drawing/detail and/or the specification section including paragraph number. Verbal queries will not be entertained. Responses to the questions will be provided in the form of a Notice and posted to the web site <https://www.neco.navy.mil>. The Government may not respond to questions submitted less than 10 days before the proposal receipt due date.

1.5 AMENDMENTS

Amendments will normally be posted to the web site <https://www.neco.navy.mil>. If the amendment contains drawings, the amendment, excluding the drawings, will be posted to <http://www.neco.navy.mil>. If the amendment contains drawings, the drawings can be accessed at the following direct link <https://www.fbo.gov/fedteds/TDPN6274213R1300>. It is highly recommended that firms register on the NECO and FBO website as a planholder as this will be the only planholder's list available. It is the offeror's responsibility to check the NECO and FBO website periodically for any amendments to the solicitation.

1.6 PREAWARD SURVEY/RESPONSIBILITY DETERMINATION

FAR §9.104 requires prospective contractors to demonstrate, among other things, that they have adequate financial resources to perform the contract of ability to obtain them, capability to comply with the required performance schedule, a satisfactory performance record, and be otherwise eligible to receive an award under applicable laws and regulations. The pre-award survey is not a part of the technical evaluation. The following information shall be submitted:

- a. Company financial statements (balance sheets and income statements) for past three years.
- b. Financial resources available to perform the contract. Submit evidence of availability of working/operating capital that will be used for the performance of the contract. If the offeror plans to rely on financial support from other sources, identify the maximum lines of credit that will be available to include documentation to support the amounts. The maximum lines of credit should be based upon the inclusion of this contract effort. For joint ventures discuss the financial responsibilities among companies and provide same information for each partner.
- c. Newly-formed entities (e.g. limited liability companies (“LLC’s”), limited partnerships (“LTD’s”) and newly-created corporate subsidiaries) that is the entity liable on the contract ordinarily have no record—or an insufficient record—of relevant experience, past performance, and financial capability to support a responsibility determination. In such cases, the offeror may rely on the resources of the LLC member, parent, limited partner, or other entities related to the offeror for responsibility purposes where the offer submits a guaranty from the entity providing the resources. The offeror shall provide a guaranty agreement (See Form DCMA Form 1620 attached) for the contract price.
- d. A list of existing commercial and government business commitments to include contract numbers, names of Contracting Officers, telephone numbers, value of contract, completion date and percent complete. If the list of existing commitments is extensive, provide the required information on at least five projects of similar dollar value and a summary of the existing commitments to include number of contracts, total dollar value of all contracts, and total dollar value of work remaining.

1.7 JOINT VENTURES (JV), LIMITED LIABILITY COMPANIES (LLC), LIMITED PARTNERSHIPS (LP), ETC.

Joint Ventures and Limited Liability Companies and Limited Partnerships shall submit the following additional documentation regarding their business entities:

- a. A copy of the JV, LLC or LP agreement.
- b. A detailed statement outlining the following in terms of percentages where appropriate:
 1. The relationship of the team/partners/parties in terms of business ownership, capital contribution, profit distribution or loss sharing.
 2. The management approach in terms of who will conduct, direct, supervise, and control.
 3. The structure and decision-making responsibilities of the partners/parties in terms of who will control the manner and method of performance of work.
 4. Identify (by name and title) the personnel having the authority to legally bind the partners/parties (including authority to execute the contract documents and bonds).
- c. A list of partners/parties, to include company name, DUNS and CAGE Numbers, Address, Point of Contract, Email address, phone number and facsimile number.

1.8 FAR 52.211-2, AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)

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

- (1) ASSIST (<http://assist.daps.dla.mil>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

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

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

1.9 FAR 52.211-6, BRAND NAME OR EQUAL (AUG 99)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by-

- (i) Brand name, if any; and
- (ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modification the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modification.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

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

Any contract awarded as a result of this solicitation will be DX rated order; X DO-C2 rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

1.11 FAR 52.215-1, INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.”

“In writing,” “writing,” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received

before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

1.12 FAR 52.215-22, LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

(a) *Definitions.* Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled "Limitations on Pass-Through Charges" (FAR [52.215-23](#)).

(b) *General.* The offeror's proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor.

(1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal—

(i) The amount of the offeror's indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal—

(i) The amount of the subcontractor's indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

1.13 FAR 52.216-1, TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

1.14 FAR 52.222-5, DAVIS-BACON ACT—SECONDARY SITE OF THE WORK (JULY 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, 0as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

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

(a) The offerors 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
69.1	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 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. T he 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; (i) Employer identification number of the subcontractor;

(2) Estimated dollar amount of the subcontract;

(3) Estimated starting and completion dates of the subcontract; and

(4) 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 **Honolulu County**.

1.16 FAR 52.225-12, NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2009) ALTERNATE I (MAY 2002) ALTERNATE II (AUG 2007)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act—Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause [52.225-11](#)).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause [52.225-11](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause [52.225-11](#).

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

(d) Alternate offers.

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

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

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause [52.225-11](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

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

[1.17 FAR 52.233-2, SERVICE OF PROTEST \(SEP 2006\)](#)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from NAVFAC Pacific (ACQ31), A-E/Construction Contracts Branch, 258 Makalapa Drive, Suite 100, Joint Base Pearl Harbor, HI 96860-3134.

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

[1.18 FAR 52.236-27, SITE VISIT \(CONSTRUCTION\) \(FEB 1995\)](#)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigation 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) A one-time pre-proposal site visit has been scheduled for 11 December 2012 at 10:00 a.m. HST. This site visit is to provide Offerors with an opportunity to familiarize themselves with the jobsite and conditions to be encountered and is not for the purpose of answering questions. Offerors interested in attending the pre-site visit must email the following information to Ms. Norine E. Horikawa at norine.horikawa@navy.mil on or before 4 December 2012 at 10:00 a.m. HST. I will respond with an email confirming receipt of your information. If you do not receive a confirmation email within 1 day, please call me at (808) 474-4550.

FIRM:

VISITOR'S NAME (Last, Middle, First):

VISITOR'S SSN:

CITIZENSHIP (if naturalized citizen, please provide the certification number):

PLEASE BE INFORMED: If an attendee submits the application information after the specified due date, they will not be able to attend the site visit. MCBH will be conducting background checks on attendees. Please ensure that you have a current license, registration, insurance and safety check. Rapidgate passes will not be accepted. All personnel attending the site visit must provide the above information, even if you currently have a MCBH base pass. Please car pool.

The furnishing of the above information, including your Social Security Number, is voluntary. However, your failure to furnish all or part of the information request may result in the Government's denial of access to the jobsite. Any of the above information furnished by you and protected under the Privacy Act shall not be released unless permitted by law and/or you have consented to such release.

Once you have gained access through the H-3 main gate, proceed until the 2nd traffic light. Turn left onto Mokapu Road and proceed until you come to a guard shack before the taxiway. Please park on the grassy area. Please see attached map.

1.19 FAR 52.236-28, PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

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

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

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of subparagraphs (b)(1) through (b)(3) of this provision.

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

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

1.20 DFARS 252.211-7001, AVAILABILITY OF SPECIFICATIONS AND STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (MAY 2006)

Offers may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting request to:

NAVFAC Pacific (ACQ31)
A-E/Construction Contracts Branch
258 Makalapa Drive, Suite 100
Joint Base Pearl Harbor, HI 96860-3134

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

1.21 DFARS 252.211-7002, AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

NAVFAC Pacific (ACQ31)
A-e/Construction Contracts Branch
258 Makalapa Drive, Suite 100
Joint Base Pearl Harbor, HI 96860-3134.

1.22 DFARS 252.236-7008, CONTRACT PRICES--BIDDING SCHEDULES (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for--

- (1) Furnishing all plant, labor, equipment, appliances, and materials; and
 - (2) Performing all operations required to complete the work in conformity with the drawings and specifications.
- (b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

[1.23 NFAS 5252.228-9302, BID GUARANTEE \(OCT 2004\)](#)

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

--End of Document--

DOCUMENT 00202

EVALUATION FACTORS FOR AWARD

- A. BASIS FOR AWARD
- B. RATINGS/DESCRIPTIONS
- C. EVALUATION FACTORS FOR AWARD

ATTACHMENTS:

- (1) PAST PERFORMANCE QUESTIONNAIRE
- (2) SMALL BUSINESS PAST PERFORMANCE
- (3) SMALL BUSINESS SUBCONTRACTING PLAN (TEMPLATE)
- (4) PROPOSED SUBCONTRACTING PARTICIPATION BREAKDOWN

--End Document --

A. BASIS FOR AWARD

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the proposal determined to represent the best value proposal most advantageous to the Government, price and other factors considered.

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

3. The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.

4. All Technical Factors, when combined, are considered of equal importance to Past Performance. All evaluation factors other than price, when combined, are considered approximately equal to price.

5. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal. The evaluation report must document the evaluation board's assessment of the identified weaknesses and the associated risk to successful contract performance resulting from the weaknesses. This assessment must provide the rationale for proceeding to award without discussions.

B. RATINGS/DESCRIPTIONS

1. The technical rating reflects the degree to which the proposal meets, does not meet, or exceeds the minimum performance or capability requirements through an assessment of the strengths, weaknesses, significant weaknesses, deficiencies, and risks of a proposal.

2. Definitions: The following definitions are provided to assist evaluators in the evaluation of each non-cost/price factor.

a. Strength: An aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

b. Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance.

c. Significant Weakness: A flaw that appreciably increases the risk of unsuccessful contract performance.

d. Deficiency: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

C. EVALUATION FACTORS FOR AWARD

1. This acquisition requires the evaluation of Price and the following Non-price factors and subfactors. Factors 1, 2, and 3 are considered Technical Factors. Factor 4, Past Performance, is considered the performance assessment rating:

Factor 1– Experience of the Firm on Recent Relevant Projects

Factor 2 – Safety

Factor 3 – Small Business Utilization

Subfactor 3.A. - Past Performance in Utilization of Small Business Concerns

Subfactor 3.B. – Small Business Participation

Factor 4 – Past Performance in Recent Relevant Projects

2. All Technical Factors (Factors 1, 2, and 3) are considered of equal importance and when combined, are considered of equal importance to the performance confidence assessment (Past Performance, Factor 4). Subfactors under Factor 3 are considered of equal importance.

3. Basis of Evaluation and Submittal Requirements for each Evaluation Criteria.

PRICE:

(1) Solicitation Submission Requirements:

- (a) First page of the proposal shall be in accordance with FAR 52.215-1(c)(2)
- (b) Signed and completed SF 1442 (Solicitation, Offer and Award)
- (c) Bid Guarantee
- (d) Representations and Certifications (See Section 00600)
- (e) Current company balance sheets (Will be used for responsibility determination)
- (f) All information required by paragraphs 1.5 and 1.6 of Document 00100, if applicable.

(2) Basis of Evaluation: The Government will evaluate price based on the total evaluated price (See the Price Schedule). Total price consists of the base bid, FF&E (Government Estimated Amount), and the Handling and Administrative Rate (HAR) related to Furniture, Fixture, and Equipment (FF&E). Price analysis may be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGCE.

If applicable, the total evaluated price will be evaluated in accordance with FAR 52.219-4, Notice of price evaluation preference for HUBZone small business concerns. Please be advised that this evaluation may not apply in all instances. See CFR 126.613.

Prices will not be assigned adjectival ratings, but will be listed from lowest to highest based on the evaluation conducted.

The price proposal will initially be evaluated separately from the technical proposal.

NON-PRICE EVALUATION FACTORS:

FACTOR 1 – Experience of the Firm on Recent Relevant Projects

BASIS OF EVALUATION:

Offeror's (Firm's) Recent Relevant Project Experience: The offeror's (firm's) experience will be evaluated based upon construction experience on recent relevant projects completed or substantially completed within the last ten (10) years.

NOTES:

1. Recent relevant project is defined as: *(1) New construction of large long span, heavy structural steel framed aircraft hangars, or large long span heavy structural steel framed buildings/structures with substantial column-free areas such as steel framed sports arenas and industrial or manufacturing facilities, similar in scope and complexity as the proposed project; **AND** (2) new construction of airfield rigid pavement, similar in scope and complexity as the proposed project. Projects must have been completed or substantially completed within the past ten (10) years.*

Each project that includes both features (steel framed aircraft hangar or steel framed buildings/structures; and airfield rigid pavement) shall be approximately \$40.0M or more in dollar value and shall have been completed or substantially completed within the past ten (10) years. Individual features do not have to be within a single project scope and may have been performed by a subcontractor. However, projects containing individual features shall be approximately (1) \$30.0M or more in dollar value for steel framed aircraft hangars or steel framed buildings/structures; and (2) \$10.0M or more for airfield rigid pavement, and shall have been completed or substantially completed within the past ten (10) years.

New construction of large long span, heavy structural steel framed aircraft hangars will be considered more favorably than construction of large long span, heavy structural steel framed buildings/structures with substantial column-free areas.

2. Substantially complete is defined as at least 90% physically complete.

3. A subcontractor's experience will not be given the same level of consideration as either the prime contractor or the joint venture partner because there is no direct legal relationship between the Government and the subcontractor. The Government will consider the experience of a subcontractor where the prime contractor provides, in its proposal, evidence of a binding teaming agreement or other contractual agreement which creates legal responsibility on the part of the prime contractor and the subcontractor to enter into a subcontract. However, the level of consideration will depend on the extent to which the proposal demonstrates the prime contractor's commitment to award a subcontract to the subcontractor and subcontractor's commitment to enter into a subcontract with the prime contractor, including legal accountability for both parties.
4. If an offeror is utilizing experience information of affiliates/subsidiaries/parent /LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent/LLC/LTD member companies will have meaningful involvement in the performance of the contract in order for the experience information of the affiliate/subsidiary/parent/LLC/LTD member companies to be considered. The proposal shall state specific commitments of technical resources, e.g. personnel, management, equipment that the affiliate/subsidiary/parent/LLC/LTD member companies shall commit to the performance of this contract. In particular, the proposal shall clearly state the specific commitments of resources of the affiliate/subsidiary/parent/LLC/LTD member companies in terms of the work it will either self-perform or manage on behalf of the offeror in the performance of the contract.
5. Prime contractor-subcontractor teams/Joint Ventures/LLCs/LTDs with a demonstrated history of working successfully together on prior projects may be considered more favorably than those without such history.
6. The distinction between experience and past performance is that experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance relates to how well a contractor has performed.

PROPOSAL SUBMISSION REQUIREMENTS:

Offeror's (Firm's) Relevant Project Experience: The offeror shall submit the information shown in Attachment (1) to document the offeror's (firm's) recent relevant project experience. Submission of information on the offeror's (firm's) experience is limited to a maximum of five (5) projects. If the Offeror submits more than five (5) projects, the Government will evaluate the first five (5) and disregard any other project information after the first five (5).

FACTOR 2 - Safety

BASIS OF EVALUATION:

The Government is seeking to determine that the offeror has consistently demonstrated a commitment to safety and that the offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the offeror's overall safety record, the offeror's plan to select and monitor subcontractors, and any innovative safety

methods that the offeror plans to implement for this procurement. The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) database, and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the offeror. The evaluation will collectively consider the following:

- Experience Modification Rate (EMR)
- OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate
- Offeror Technical Approach to Safety
- Other sources of information available to the Government

(1) Experience Modification Rate (EMR): The Government will evaluate the EMR to determine if the offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rating. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: The Government will evaluate the OSHA DART Rate to determine if the offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach to Safety: The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement. Those offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation.

PROPOSAL SUBMISSION REQUIREMENTS:

The offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.)

(1) Experience Modification Rate (EMR): For the three (3) previous complete calendar years, submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three (3) year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the three (3) previous complete calendar years, submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate,

affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach for Safety: Describe the plan that the offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to two pages.

FACTOR 3 – Small Business Utilization

Factor 3 consists of two Subfactors, 3.A., Past Performance in Utilization of Small Business Concerns, and 3.B., Small Business Participation. The evaluation of Subfactors 3.A. and 3.B. are considered of equal importance to the determination of the Factor 3 rating.

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

HUBZone SB Certifications: Offerors are reminded that HUBZone SB concerns must obtain formal certification from the Small Business Administration (SBA) if they expect to receive the evaluation benefits associated with the HUBZone SB programs either as a prime or subcontractor(s). For more information on the HUBZone SB certification requirements and available benefits, contact your local SBA representative. Certified HUBZone SB firms are listed on the Central Contractor Registration (CCR) website at www.ccr.gov. It is the responsibility of the prime contractor to periodically check the CCR as certifications are subject to change.

SUBFACTOR 3.A. – PAST PERFORMANCE IN UTILIZATION OF SMALL BUSINESS CONCERNS

BASIS OF EVALUATION:

Subfactor 3.A. Past Performance in Utilization of Small Business Concerns. The extent to which the proposal demonstrates the proposer’s level of past performance in utilizing Small Business (SB) concerns, AbilityOne, Mentor-Protégé Agreements, and other socio-economic programs, as defined in FAR Parts 26.1 and 26.2, in subcontracting, and in meeting established Small Business subcontracting goals.

Subfactor 3.B. Small Business Participation Subcontracting Plan

The following will be evaluated on all proposals submitted:

- a. The extent to which the proposal demonstrates maximum practicable participation of SBs in terms of the total value of the acquisition, including options.
- b. The extent to which the proposal demonstrates a commitment to use SB concerns that are specifically identified in the proposal, including but not limited to use of mentor protégé programs.
- c. The extent to which the proposal demonstrates SB participation in a variety of industries expected during the performance of work.
- d. The realism of the proposal to meet the proposed goals.

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

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

	FY2013	FY2014	FY2015	FY2016
SB	66.54%	66.67%	66.81%	66.94%
SDB	16.93%	17.10%	17.27%	17.44%
WOSB	15.00%	15.15%	15.30%	15.45%
HUBZone	8.76%	8.85%	8.94%	9.03%
SDVOSB	3.00%	3.03%	3.06%	3.09%

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

PROPOSAL SUBMISSION REQUIREMENTS:

Subfactor 3.A. Proposals that do not include responses addressing ALL elements of the requirements stated below (a. through g.) must include an explanation why that element is not addressed.

(a) Provide performance evaluation ratings, i.e., SF1420, DD2626, or equivalent, obtained on the implementation of small business subcontracting plans for all of the offeror's contracts referenced under Factor 4, Past Performance. Recently completed project evaluations are desired, however, in the absence of recently completed project evaluations, interim ratings for projects that are 80% complete may be considered. If more than five evaluation ratings are provided, only the first five will be considered. In addition, the Government may consider past performance information on other projects as made available to the Government from other sources (such as the Construction Contractor Appraisal Support Systems (CCASS)), Architect-Engineer Contract Administration Support System (ACASS) and Contractor Performance Assessment Reporting System (CPARS)).

(b) Provide information on national and industry-issued awards that offerors received for outstanding support to SB concerns within the past five (5) years. Include purpose, issuer, and

date of award(s). National and industry-issued awards received beyond five (5) years will not be considered.

(c) Provide information on previous, existing, planned or pending mentor-protégé agreements (MPA) under any Federal Government or other program held within the last five years. Information should include, at a minimum, the members, objectives, period of performance, and major accomplishments during the MPA.

(d) Provide information on past use of Community Rehabilitation Program (CRP) organizations certified under the AbilityOne Program by NISH or the National Industry for the Blind (NIB). Information should include the contract type, type of work performed, period of performance, and number of employed severely handicapped persons.

(e) Provide small business subcontracting history. Large businesses with Federal contracting experience shall provide completed or most recently approved SF294s "Subcontracting Report for Individual Contracts" or Individual Subcontracting Reports (ISRs) on all contracts referenced under Factor 4, Past Performance. Reports for recently completed projects are desired, however, in the absence of recently completed project reports, interim reports may be considered if the project is at least 80% complete. If more than five (5) reports are provided, only the first five (5) will be considered. If goals were not met on submitted contracts, provide an explanation as to why. Newly established Large Businesses, or Large Businesses with no prior SF294/ISR history shall submit a subcontracting history on Attachment (2) Small Business Past Performance.

(f) Small Business proposers shall provide a subcontracting history on Attachment (2) Small Business Past Performance.

(g) If an offeror is utilizing past performance information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the solicitation), the proposal shall clearly demonstrate that the affiliates/subsidiaries/parent/LLC/LTD member companies will have meaningful participation of all members in the management of the subcontracting program/plan by identifying the personnel or resources from the member companies that will be dedicated to managing the plan, and an organization chart which demonstrates the reporting chain within the membership.

NOTE:

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

Subfactor 3.B.

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

(b) If you are a Large Business, submit a Small Business Subcontracting Plan for this project in the format provided in Attachment (3) for this factor, to include all information required in the attachment. If you are a Small Business, submit a subcontracting participation breakdown in the format provided in Attachment (4) for this factor. All proposers: To demonstrate commitment in using small business concerns, the Small Business Subcontracting Plan or subcontracting participation breakdown may list all subcontractors by name. If the proposed Small Business Subcontracting goals do not meet the minimum NAVFAC Small Business Subcontracting Targets, include a detailed explanation describing the actions taken to arrive at that determination, along with an explanation for the goals that actually were proposed. For proposals submitted on design-build solicitations, the proposer must identify its designer/design team in its Subcontracting Plan or Small Business Participation Breakdown.

Attachment 2 – Small Business Past Performance

Attachment 3 – Small Business Subcontracting Plan.

Attachment 4 – Small Business Offeror Small Business Participation Breakdown

PERFORMANCE CONFIDENCE ASSESSMENT

FACTOR 4 – Past Performance in Recent Relevant Projects

BASIS OF EVALUATION:

1. The past performance evaluation will result in an assessment of the offeror's probability of meeting or exceeding the solicitation requirements. The past performance evaluation considers each offeror's demonstrated recent relevant record of performance in supplying products and services that meet or exceed the RFP's requirements. One performance confidence assessment rating is assigned for each offeror after evaluating the offeror's recent past performance, focusing on performance that is relevant to the contract requirements.

2. There are two aspects to the past performance evaluation. They are not considered subfactors. The first is to evaluate the offeror's past performance to determine if a project is recent relevant to the effort being acquired. Projects submitted for evaluation will be rated as either "Relevant" or "Not Relevant." Only recent relevant projects will be considered. If an offeror does not have any recent relevant projects, the offeror will not be rated favorably or unfavorably, but will be assessed a rating of "Unknown Confidence." However, the offeror with favorable recent relevant past performance may be considered more favorably than an offeror with no past performance information. The Unknown Confidence rating applies to Factor 4 and Factor 3.A., only.

See Factor 1, Note 1 for definition of recent relevant project

3. The second aspect of the past performance evaluation is to determine how well the contractor performed on recent relevant projects. The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained for any other source) reflect a trend of satisfactory or better performance considering:

- A pattern of successful completion of tasks;

- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
- Projects that are identical to, similar to, or related to the definition of recent relevant project (see paragraph 2 above for the definition of recent relevant project); and
- Quality control

Past performance evaluations conducted by the Government and Past Performance Questionnaires submitted with your proposal shall be given more consideration as evidence of performance confidence than letters of appreciation, letters of commendations, letters of recommendations, awards, etc.

A subcontractor's past performance will not be given the same level of consideration as either the prime contractor or the joint venture partner because there is no direct legal relationship between the Government and the subcontractor. The Government will consider the past performance of a subcontractor where the prime contractor provides, in its proposal, evidence of a current binding teaming agreement or other contractual agreement which creates legal responsibility on the part of the prime contractor and the subcontractor to enter into a subcontract. However, the level of consideration will depend on the extent to which the proposal demonstrates the prime contractor's commitment to award a subcontract to the subcontractor and subcontractor's commitment to enter into a subcontract with the prime contractor, including legal accountability for both parties.

PROPOSAL SUBMISSION REQUIREMENTS:

The Past Performance Questionnaire included in the solicitation is provided for the offeror to submit to the client for each project the offeror intends to include in its proposal for Factor 1, Experience of the Firm on Recent Relevant Projects. Evidence of customer satisfaction shall be from the contracting agent and/or their representative responsible for the construction contract administration, or from the facility owner/user. It shall not be from the designer on a design-build project nor shall it be from a prime construction contractor for a subcontractor.

The maximum number of projects to be submitted is five (5) and is inclusive of the prime offeror and any team subcontractors/LLC members/Joint Venture Partner. If more than five (5) projects are submitted, the first five (5) will be evaluated and the remaining project information will be disregarded.

1. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past Performance Questionnaires should be submitted with your proposal. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

2. In evaluating past performance, the Government may consider information in the offeror's proposal and information gathered from other sources including former customers and clients, Government agencies, federal databases, and other references. The information provided by the offeror may provide the major portion of the information used in the Government's evaluation for past performance. The Government however, is not restricted to the information provided by the offeror and may use other sources to assess past performance information

such as the Past Performance Information Retrieval System (PPIRS), Construction Contractor Appraisal Support System (CCASS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror. In addition the Government may utilize inquiries with previous customers /clients/owners. If the offeror has received any less than satisfactory past performance evaluations from customers/clients/owners, it is incumbent upon the offeror to provide an explanation of the rating and what the offeror has done or will do to preclude less than satisfactory ratings on future contracts.

3. Definition: "Offeror" typically refers to a single corporation submitting the proposal as a prime contractor. "Offeror" is also defined as other legal entities such as joint ventures, Limited Partnerships (LTD), and Limited Liability Companies (LLC). In its evaluation of past performance, the Government's evaluation will generally focus on the entities submitting the proposal (single corporation, individual joint venture partners, the LTD or the LLC).

4. If an offeror is utilizing past performance information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent/LLC/LTD member companies will have meaningful involvement in the performance of the contract in order for the past performance information of the affiliate/subsidiary/parent/LLC/LTD member companies to be considered. The proposal shall state specific commitments of technical resources, e.g. personnel, management, equipment that the affiliate/subsidiary/parent/LLC/LTD member companies shall commit to the performance of this contract. In particular, the proposal shall clearly state the specific commitments of resources of the affiliate/subsidiary/parent/LLC/LTD member companies in terms of the work it will either self-perform or manage on behalf of the offeror in the performance of the contract.

5. Prime contractor-subcontractor teams/Joint Ventures/LLC's with a demonstrated history of working successfully together on prior projects may be considered more favorably than those without such history.

6. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the offeror.

A copy of the blank Past Performance Questionnaire to be used for requesting client references is included as Attachment (1).

ATTACHMENT (1)

The NAVFAC Form PPQ shall be utilized for all evaluations that require a Past Performance Questionnaire (PPQ).

The current NAVFAC Form PPQ-0 dated 7 December 2011 is available at
<https://portal.navy.mil/portal/page/portal/aq/pdffiles/ppq%20rev%20dec%202011.doc>

Solicitation Submittal Requirements: IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 1, Experience of the Firm on Recent Relevant Projects. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs shall be submitted with your proposal. Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

ATTACHMENT (1)

**NAVFAC/USACE EXPERIENCE and PAST PERFORMANCE QUESTIONNAIRE
(Form PPQ-0)**

CONTRACT INFORMATION (Contractor to complete Blocks 1-6)

1. Contractor Information

Firm Name: _____ CAGE Code: _____
Address: _____ DUNs Number: _____
Phone Number: _____
Email Address: _____
Point of Contact: _____ Contact Phone Number: _____

2. Work Performed as: Prime Contractor Sub Contractor Joint Venture Other (Explain)

Percent of project work performed: _____
If subcontractor, who was the prime (Name/Phone #): _____

3. Contract Information

Contract Number: _____
Delivery/Task Order Number (if applicable): _____
Contract Type: Firm Fixed Price Cost Reimbursement Other (Please specify): _____
Contract Title: _____
Contract Location: _____

Award Date (mm/dd/yy): _____
Contract Completion Date (mm/dd/yy): _____
Actual Completion Date (mm/dd/yy): _____
Explain Differences: _____

Original Contract Price (Award Amount): _____
Final Contract Price (to include all modifications, if applicable): _____
Explain Differences: _____

4. Project Description:

Complexity of Work High Med Routine
How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) _____

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name: _____
Title: _____
Phone Number: _____
Email Address: _____

6. Describe the client's role in the project:

7. Date Questionnaire was completed (mm/dd/yy):

8. Client's Signature:

NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMIT DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

*ADJECTIVAL RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT
 YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE*

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

Contractor Information (Firm Name): _____
 Client Information (Name): _____

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS
 YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY:	
a) Quality of technical data/report preparation efforts	E VG S M U N
b) Ability to meet quality standards specified for technical performance	E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E VG S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E VG S M U N
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S M U N
d) Overall customer satisfaction	E VG S M U N
4. MANAGEMENT/ PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U N
c) Government Property Control	E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E VG S M U N
e) Utilization of Small Business concerns	E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E VG S M U N
5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed	E VG S M U N

price(s)?	
-----------	--

Contractor Information (Firm Name): _____
 Client Information (Name): _____

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes			No		
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes			No		
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes			No		
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	E	VG	S	M	U	N
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	Yes			No		
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):

ATTACHMENT (2)

SMALL BUSINESS PAST PERFORMANCE

Small Business offerors, newly established Large Business offerors, or Large Business offerors with no prior SF294/ISR history shall complete this form. Large Business offerors with a SF294 or ISR history shall submit SF294s or ISRs in lieu of completing this form.

(a) SUBCONTRACTING ACHIEVEMENT – Include actual dollar values subcontracted for each of the categories listed. Include the percentage goal only if a goal was established.

(1) Contract Number/Title:				
		ACTUAL		GOAL (if applicable)
Completion Date:	Total Contract Value: \$			
Total Subcontracted Value: \$		Whole Dollars	Percent	Percent
(a) Small Business Concerns (Including SDB, WOSB, HBCU/MI, HUBZone, VOSB, and SDVOSB) (Dollar amount and percent of line c.) Small Business Concerns (Non-Federal Certifications Examples: MBE (Minority Business Enterprise), DBE (Disadvantaged Business Enterprise), DVBE (Disabled Veteran Business Enterprise), SB (Small Business), WBE (Women's Business Enterprise).				
(b) Large Business Concerns (Dollar amount and percent of line c.)				
(c) Total (sum of lines a & b above)				
(d) Small Disadvantaged Business Concerns (Dollar amount and percent of line c.) Including MBE & DBE				
(e) Women-Owned Small Business Concerns (Dollar amount and percent of line c.) Including WBE				
(f) HUBZone Small Business Concerns (Dollar amount and percent of line c.)				
(g) Veteran-Owned Small Business Concerns (Dollar amount and percent of line c.)				
(h) Service Disabled Veteran-Owned Small Business Concerns (Dollar amount and percent of line c.) Including DVBE				
Name of customer reference for this project: _____				
Phone Number: _____ FAX Number: _____				
Email address: _____				
(2) Contract Number/Title:				
		ACTUAL		GOAL (if applicable)
Completion Date:	Contract Dollar Value: \$			
Total Subcontracted Value: \$		Whole Dollars	Percent	Percent
(b) Small Business Concerns (Including SDB, WOSB, HBCU/MI, HUBZone, VOSB, and SDVOSB) (Dollar amount and percent of line c.) Small Business Concerns (Non-Federal Certifications Examples: MBE (Minority Business Enterprise), DBE (Disadvantaged Business Enterprise), DVBE (Disabled Veteran Business Enterprise), SB (Small Business), WBE (Women's Business Enterprise).				
(b) Large Business Concerns (Dollar amount and percent of line c.)				
(c) Total (sum of lines a & b above)				
(d) Small Disadvantaged Business Concerns (Dollar amount and percent of line c.) Including MBE & DBE				
(e) Women-Owned Small Business Concerns (Dollar amount and percent of line c.) Including WBE				

(f) HUBZone Small Business Concerns (Dollar amount and percent of line c.)			
(g) Veteran-Owned Small Business Concerns (Dollar amount and percent of line c.)			
(h) Service Disabled Veteran-Owned Small Business Concerns (Dollar amount and percent of line c.) Including DVBE			
Name of customer reference for this project: _____ Phone Number: _____ FAX Number: _____ Email address: _____			
(3) Contract Number/Title:	ACTUAL		GOAL (if applicable)
Completion Date: _____ Contract Dollar Value: \$ _____			
Total Subcontracted Value: \$ _____	Whole Dollars	Percent	Percent
(c) Small Business Concerns (Including SDB, WOSB, HBCU/MI, HUBZone, VOSB, and SDVOSB) (Dollar amount and percent of line c.) Small Business Concerns (Non-Federal Certifications Examples: MBE (Minority Business Enterprise), DBE (Disadvantaged Business Enterprise), DVBE (Disabled Veteran Business Enterprise), SB (Small Business), WBE (Women's Business Enterprise).			
(b) Large Business Concerns (Dollar amount and percent of line c.)			
(c) Total (sum of lines a & b above)			
(d) Small Disadvantaged Business Concerns (Dollar amount and percent of line c.) Including MBE & DBE			
(e) Women-Owned Small Business Concerns (Dollar amount and percent of line c.) Including WBE			
(f) HUBZone Small Business Concerns (Dollar amount and percent of line c.)			
(g) Veteran-Owned Small Business Concerns (Dollar amount and percent of line c.)			
(h) Service Disabled Veteran-Owned Small Business Concerns (Dollar amount and percent of line c.) Including DVBE			
Name of customer reference for this project: _____ Phone Number: _____ FAX Number: _____ Email address: _____			

Note: Form may be expanded.

ATTACHMENT (3)
SMALL BUSINESS SUBCONTRACTING PLAN
(Template)

*This template has been designed to be consistent with FAR 19.704, Subcontracting Plan Requirements and FAR clause 52.219-9, Small Business Subcontracting Plan (“Subcontracting Plan”). Other formats of a small business subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this template may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable.

(TO BE SUBMITTED BY LARGE BUSINESSES)

(CONTRACTOR’S NAME)
(ADDRESS)

(Solicitation or Contract Number)

(Title of the Project and Location)

(Date Prepared)

Type of Report (Individual, Commercial, Master)

PLAN SUBMITTED BY:	
Signature: _____	Date: _____
Printed Name: _____	
Title: _____	
REVIEWED:	
_____ Small Business Specialist	_____ Date
REVIEWED:	
_____ Small Business Administration Procurement Center Representative	_____ Date
ACCEPTED:	
_____ Procuring Contracting Officer	_____ Date

SUBCONTRACTING PLAN

The following, together with any attachments, is submitted as a Subcontracting Plan to satisfy the requirements of Federal Acquisition Regulations 19.704. The following goals are established for the contract. This contract does not contain option priced periods. Use Attachment (1) to show the summary of your breakdown. Percentages may be rounded to nearest tenth of a percent.

1. a. Total Contract Value \$ _____
(including options. **Do not include FF&E and HAR costs.**)
 - b. Total Subcontracted \$ _____ % of 1.a
(inclusive of all planned subcontracting to all businesses, regardless of size. **Do not include FF&E and HAR costs.**)
 - c. Total Prime-performed \$ _____ % of 1.a
2. The following dollars and percentage goals are applicable to the contract cited above. (See FAR 19.704(a)(1) and (2))
- a. Large Business (LB) \$ _____ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are large business concerns.

- b. Small Business (SB) \$ _____ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are small business concerns**; include contracts awarded under the AbilityOne Program (formerly Javits Wagner O'Day Act Contracts (JWOD)) to NISH and NIB; and awards to Alaskan Native Corporations (ANCs) and Indian Tribes as prescribed in FAR 19.703(c) & FAR 52.219-9.

(**includes all small businesses, including Small, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB) concerns, and Historically Black Colleges, Universities and Minority Institutions (HBCU/MI))

(Include 2.c, 2.d, 2.e, 2.f, 2.g, 2.h, 2.i, 2.j, and 2.k below).

Attach supporting rationale for goals less than _____%.

Notes:

(1) Lines 1.b + 1.c = 100% of Line 1.a

(2) Lines 2.a + 2.b = 100% of Line 1.b

(3) Lines 2.c, 2.d, 2.e, 2.f, 2.g, 2.h, 2.i, 2.j, and 2.k are calculated against Line 1.b, the total value of overall subcontracting dollars.

(4) Subcontracts to companies that qualify in multiple categories of SB must be reported under each category. For example: if you are planning to subcontract \$100,000 to company ABC, a woman-owned small disadvantaged business that is also a certified HUBZone, you will report \$100,000 on line 2.b (SB), 2.c (HUBZone), 2.d (WOSB) and 2.e (SDB).

(5) The sum of 2.c through 2.k does not automatically equate to the value of 2.b.

(6) Designated HUBZone Small Businesses must be certified by the Small Business Administration (SBA).

c. HUBZone SB \$ _____ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are qualified HUBZone small business concerns certified by SBA. Attach supporting rationale for goals less than _____%. (Included in 2.b, above, as a subset.)

d. Woman-Owned SB \$ _____ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are WOSB. Attach supporting rationale for goals less than _____%. (Included in 2.b, above, as a subset.)

e. Small Disadvantaged Business \$ _____ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are small business concerns owned and controlled by Socially and Economically Disadvantaged individuals (include in this category the planned subcontracting dollars to HBCU/MI shown in 2.h below, and the planned subcontracting dollars to ANCs and Indian Tribes shown in 2.j below). Attach supporting rationale for goals less than _____%. (Included in 2.b, above, as a subset.)

f. Veteran-Owned SB \$ _____ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are small business concerns owned and controlled by VOSB (include in this category the planned subcontracting dollars to SDVOSB shown in 2.g below). Attach supporting rationale for goals less than _____%. (Included in 2.b, above, as a subset.)

g. Service-Disabled Veteran-Owned SB \$ _____ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are small business concerns owned and controlled by SDVOSB. Attach supporting rationale for goals less than _____%. (Included in 2.b and 2.f, above, as a subset.)

h. Historically Black Colleges & Universities/Minority Institutions \$ _____ % of 1.b.

This number represents total planned subcontracting dollars under this contract that will go to HBCU/MI as identified in FAR 26. (Included in 2.b and 2.e, above, as a subset.)

i. AbilityOne (Formerly JWOD) \$ _____ % of 1.b.

This number represents total planned subcontracting dollars under this contract that will go to AbilityOne participating Nonprofit Agencies (sometimes referred to community rehabilitation programs, work centers, industries, or rehabilitation facilities). Per DFARS 219.703, subcontracts awarded to qualified non-profit agencies for the blind or severely disabled may be counted toward the small business subcontracting goal. (Included in 2.b, above, as a subset.)

j. Alaskan Native Corporations & Indian Tribes \$ _____ % of 1.b.

This number represents total planned subcontracting dollars under this contract that will go to ANCs and Indian Tribes that are not SDBs where you are either subcontracting directly to the ANC or Indian Tribe or where you have been designated to receive their SDB credit. (See FAR 19.703 & FAR 52.219-9) (Included in 2.b and 2.e, above, as a subset.)

k. Alaskan Native Corporations & Indian Tribes \$ _____ % of 1.b.

This number represents total planned subcontracting dollars under this contract that will go to ANCs and Indian Tribes that are not small businesses where you are either subcontracting directly to the ANC or Indian Tribe or where you have been designated to receive their SB credit. (See FAR 19.703 & FAR 52.219-9) (Included in 2.b, above, as a subset.)

3. The following principal products and/or services will be subcontracted under this contract. Additional sheets may be added as required. (See FAR 19.704(a)(3))

a. Products/services planned for subcontracting to LB concerns:

Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
_____	_____
_____	_____

b. Products/services planned to be subcontracted to SB concerns:

Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
_____	_____
_____	_____

c. Products/services planned to be subcontracted to HUBZone concerns:

Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
_____	_____
_____	_____

d. Products/services planned to be subcontracted to WOSB concerns:

Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
---------------------	-----------------------------

_____	_____
_____	_____

e. Products/services planned for subcontracting to SDB concerns:

Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
---------------------	-----------------------------

_____	_____
_____	_____

f. Products/services planned for subcontracting to VOSB concerns:

Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
---------------------	-----------------------------

_____	_____
_____	_____

g. Products/services planned for subcontracting to SDVOSB concerns:

Or list firm commitments below:

<u>Name of Firm</u>	<u>Products or Services</u>
---------------------	-----------------------------

_____	_____
_____	_____

h. Products/services planned for subcontracting to HBCU/MIs:

Or list firm commitments below:

Name of Firm

Products or Services

- i. Products/services planned for subcontracting to AbilityOne organizations (formerly JWOD):

Or list firm commitments below:

Name of Firm

Products or Services

- j. Planned products/services for subcontracting to ANCs and Indian Tribes that are not SDBs. (See 2.j above for explanation):

Or list firm commitments below:

Name of Firm

Products or Services

- k. Planned products/services for subcontracting to ANCs and Indian Tribes that are not SBs. (See 2.k above for explanation.)

Or list firm commitments below:

Name of Firm

Products or Services

(ATTACH ADDITIONAL PAGES IF ADDITIONAL SPACE IS REQUIRED)

4. The following method was used to develop the above subcontracting goals. Include a statement explaining how the products and services to be subcontracted were established, how the areas to be subcontracted to SB, SDB,

WOSB, HUBZone, VOSB, SDVOSB concerns, HBCU/MIs, AbilityOne program participants, ANCs and Indian Tribes were determined, and how their capabilities were determined. (See FAR 19.704(a)(4))

5. Source lists utilized in making the determinations in paragraph 4, above are as follows: (See FAR 19.704(a)(5))

6. Indirect and overhead costs O have O have not been included in the goals specified in 1. and 2. above. If "have" is checked, explain the method used in determining the proportionate share of indirect and overhead costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB concerns, HBCU/MI, AbilityOne program participants, ANCs, and Indian Tribes, and the products and services planned: (See FAR 19.704(a)(6))

7. The following employee will administer the subcontracting program: (See FAR 19.704(a)(7))

NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____ FAX NO.: _____

EMAIL: _____

TITLE: _____

This individual's specific duties, as they relate to the firm's subcontracting plan, are general overall responsibility for this company's Small Business Program. This person should have knowledge of the federal small business programs and be knowledgeable about federal procurement practices. If the prime decides to change the person in this position, they must notify the Contracting Officer and the Deputy for Small Business. The administrator is responsible for the development, preparation and execution of this subcontracting plan, and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including, but not limited to:

- a. Developing and maintaining bidders lists of SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB concerns, AbilityOne program participants, HBCU/MIs, ANCs, and Indian Tribes (hereafter referred to as the small business community) from all possible sources.
- b. Ensuring that procurement packages are structured to permit the small business community to participate to the maximum extent possible.
- c. Assuring inclusion of the small business community in all solicitations for products or services, which they are capable of providing.
- d. Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit the small business community participation.
- e. Ensuring periodic rotation of potential subcontractors on bidders lists.
- f. Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by the small business community.

- g. Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- h. Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- i. Conducting or arranging for the motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.
- j. Monitoring attainment of proposed goals.
- k. Preparing and submitting required periodic subcontracting reports.
- l. Coordinating contractor's activities during the conducting of compliance reviews by Federal agencies.
- m. Coordinating the conduct of contractor's activities involving its small business subcontracting program.
- n. Additions to (or deletions from) the duties specified above are as follows:

8. The following efforts will be taken to assure that the small business community will have an equitable opportunity to compete for subcontracts. (See FAR 19.704(a)(8))

- a. Outreach efforts will be made by identifying:
 - Contacts with minority and small business trade associations.
 - Contacts with business development organizations.
 - Attendance at small and minority business procurement conference and trade fairs.
- b. Sources will be requested from the *Central Contractor Registration (CCR)* website available at <http://www.ccr.gov/> on the Internet.

Automated data base sources to be used, other than CCR, will be as follows.

- c. The following internal efforts will be made to guide and encourage buyers:
 - (i) Workshops, seminars and training programs will be conducted.
 - (ii) Activities will be monitored to evaluate compliance with this subcontracting plan.
 - (iii) Arrange interviews with the small business community.
- d. Describe how your small business data base, source lists, guides, and other data will be maintained and utilized by buyers in soliciting subcontracts; e.g., rotation of firms in the data base, keeping data base current and useful, etc.

- e. Additions to (or deletions from) the above listed efforts are as follows:

9. The offeror (contractor) agrees that the FAR clause 52.219-8 entitled "Utilization of Small Business Concerns " will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors, except SB concerns, who receive subcontracts in excess of \$650,000 (\$1,500,000 for Construction) will be required to adopt and comply with subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of P.L. 95-507 and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small and small disadvantaged subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the

submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to review subcontracting program progress. (See FAR 19.704(a)(9))

10. The offeror (contractor) agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance by the offeror (contractor) with the subcontracting plan and with FAR clause 52.219-8. (See FAR 19.704(a)(10)(i) and (ii))
11. The offeror (contractor) agrees to: (See FAR 19.704(a)(10)(iii)-(vi))
 - a. Submit the Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>, following the instructions in the eSRS and FAR Clause 52.219-9;

1 st reporting period – Oct 1 through March 31	Submit NLT 30 April
2 nd reporting period – Oct 1 through September 30	Submit NLT 30 October

A separate “Final” ISR is required at contract completion.

Upon award of the contract, the identity of the individual(s) responsible for acknowledging receipt or rejecting the ISR and the SSR will be provided to the awardee.

- b. Ensure that its large business subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS;
- c. Provide its prime contract number and its DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first tier large business subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and
- d. Require that each large business subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its large business subcontractors with subcontracting plans.
- e. Ensure that the identified Contracting Officer and Small Business Specialist assigned to the contract are included on the eSRS email notification distribution upon submission of each report.

****Note 1: If contract value is \$25,000 or more and the solicitation includes FAR Clause 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards, ensure additional reporting requirements are met in eSRS in accordance with this clause.***

12. The offeror (contractor) agrees to maintain at least the following types of records to document compliance with this subcontracting plan: (See FAR 19.704(a)(11))
 - a. Source lists, guides, and other data identifying concerns in the small business community.
 - b. Organizations contacted to locate firms in the small business community.
 - c. On a contract-by-contract basis, records on all subcontract solicitations over \$150,000 and indicating for each solicitation;
 - (i) whether concerns in the small business community were solicited, and if not, why not; and
 - (ii) reasons for the failure of the solicited concerns in the small business community to receive the subcontract award.
 - (iii) written designations from ANCs or Indian Tribes, in accordance with FAR 19.703, if applicable.
 - d. Records to support other outreach efforts, e.g., contacts with small business trade associations, business development organizations, and attendance at small business procurement conferences and trade fairs, and frequency of accessing CCR.

*****END OF PLAN*****

The original copy of this plan is included in the file and made a material part of the contract.

Copy to:
Small Business Specialist
SBA PCR

SUMMARY SUBCONTRACTING GOALS
 SOLICITATION *(Insert Solicitation/Contract Number)*

Base Period

1.a <u>Total Contract</u>	\$ _____
1.b <u>Total Subcontracted</u>	\$ _____
<u>(% of Line 1.a)</u>	% _____
1.c <u>Total Prime</u>	\$ _____
<u>(% of Line 1.a)</u>	% _____
2.a <u>To LB</u>	\$ _____
<u>(% of Line 1.b)</u>	% _____
2.b <u>To SB</u>	\$ _____
<u>(% of Line 1.b)</u>	% _____
2.c <u>To HUBZone SB</u>	\$ _____
<u>(% of Line 1.b)</u>	% _____
2.d <u>To WOSB</u>	\$ _____
<u>(% of Line 1.b)</u>	% _____
2.e <u>To SDB</u>	\$ _____
<u>(% of Line 1.b)</u>	% _____
2.f <u>To VOSB</u>	\$ _____
<u>(% of Line 1.b)</u>	% _____
2.g <u>To SDVOSB</u>	\$ _____
<u>(% of Line 1.b)</u>	% _____
2.h <u>To HBCU/MI</u>	\$ _____
<u>(% of Line 1.b)</u>	% _____
2.i <u>To AbilityOne</u>	\$ _____
<u>(% of Line 1.b)</u>	% _____
2.j <u>To ANCs/Indian Tribes, Not SDBs</u>	\$ _____
<u>(% of Line 1.b)</u>	% _____
2.k <u>To ANCs/Indian Tribes, Not SBs</u>	\$ _____
<u>(% of Line 1.b)</u>	% _____

ATTACHMENT (4)
PROPOSED SUBCONTRACTING PARTICIPATION BREAKDOWN
 (TO BE SUBMITTED BY SMALL BUSINESSES)

(CONTRACTOR'S NAME)
 (ADDRESS)

Solicitation or Contract Number

(Title of the Project)
 (Location)

(Date Prepared)

SUBCONTRACTING BREAKDOWN – (Do not include FF&E and HAR costs)

1. Estimated \$ value of all planned subcontracting \$ _____
2. Estimated \$ value of all work to be performed by offeror's workforce \$ _____
3. Total \$ value of the proposal (sum of 1 and 2) \$ _____
4. Subcontracts for products and services to be awarded under this project.

a. Large Business: (LB)

<u>NAME OF COMPANY</u>	<u>TYPE OF SERVICES</u>	<u>\$ VALUE OF SUBCONTRACT</u>
TOTAL:		\$ _____

b. Small Business (SB)

<u>NAME OF COMPANY</u>	<u>TYPE OF SERVICES</u>	<u>\$ VALUE OF SUBCONTRACT</u>
TOTAL:		\$ _____

(1) SMALL DISADVANTAGED BUSINESSES: (SDB)

<u>NAME OF COMPANY</u>	<u>TYPE OF SERVICES</u>	<u>\$ VALUE OF SUBCONTRACT</u>
TOTAL:		\$ _____

(2) WOMEN-OWNED SMALL BUSINESSES: (WOSB)

<u>NAME OF COMPANY</u>	<u>TYPE OF SERVICES</u>	<u>\$ VALUE OF SUBCONTRACT</u>
------------------------	-------------------------	--------------------------------

TOTAL: \$ _____

(3) HISTORICALLY UNDERUTILIZED BUSINESS ZONE (HUBZone) BUSINESS:

<u>NAME OF COMPANY</u>	<u>TYPE OF SERVICES</u>	<u>\$ VALUE OF SUBCONTRACT</u>
------------------------	-------------------------	--------------------------------

TOTAL: \$ _____

(4) VETERAN OWNED SMALL BUSINESS: (VOSB)

<u>NAME OF COMPANY</u>	<u>TYPE OF SERVICES</u>	<u>\$ VALUE OF SUBCONTRACT</u>
------------------------	-------------------------	--------------------------------

TOTAL: \$ _____

(5) SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS: (SDVOSB)

<u>NAME OF COMPANY</u>	<u>TYPE OF SERVICES</u>	<u>\$ VALUE OF SUBCONTRACT</u>
------------------------	-------------------------	--------------------------------

TOTAL: \$ _____

(6) HISTORICALLY BLACK COLLEGES AND UNIVERSITIES & MINORITY INSTITUTIONS:
 (HBCU/MI)

<u>NAME OF C, U, OR MI</u>	<u>TYPE OF SERVICES</u>	<u>\$ VALUE OF SUBCONTRACT</u>
----------------------------	-------------------------	--------------------------------

TOTAL: \$ _____

(7) ABILITYONE PROGRAM (FORMERLY JWOD) - NISH

<u>NAME OF COMPANY</u>	<u>TYPE OF SERVICES</u>	<u>\$ VALUE OF SUBCONTRACT</u>
------------------------	-------------------------	--------------------------------

TOTAL: \$ _____

NOTES:

1. The sum of lines 4.a and 4.b must equal line 1.

2. Lines 4.b. (1) through 4.b (7) identify various categories of small businesses under the main small business (SB) group. Subcontracts to companies that qualify in multiple categories must be reported under each category. For example: if you are planning to subcontract \$100,000 to ABC, a woman-owned small disadvantaged business that is also a certified HUBZone small business, you will report \$100,000 on line 4.b SB, line 4.b (1) SDB, line 4.b (2) WOSB and line 4.b.(3) HUBZone SB.

Line Item **Summary**

DOLLARS

Total dollar value of this contract.	\$	_____
Total	\$	_____
Subcontracted		_____
Large Business	\$	_____
Small Business	\$	_____
SDB	\$	_____
WOSB	\$	_____
HUBZone SB	\$	_____
VOSB	\$	_____
SDVOSB		_____
HBCU/MI	\$	_____
ABILITYONE - NISH	\$	_____

PERCENTAGES

*Large Business	_____	%
*Small Business	_____	%
*SDB	_____	%
*WOSB	_____	%
*HUBZone SB	_____	%
*VOSB	_____	%
*SDVOSB	_____	
*HBCU/MI	_____	%
*ABILITYONE- NISH	_____	%
*% of total dollars subcontracted		

DOCUMENT 00600

REPRESENTATIONS AND CERTIFICATIONS FOR CONTRACTING BY NEGOTIATION

11/12

- 1.1 SUMMARY
- 1.2 FAR 52.204-8, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)/DFARS 252.204-7007, ALT A (JUL 2012)
- 1.3 FAR 52.209-5, CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)
- 1.4 FAR 52.209-7, INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)
- 1.5 FAR 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011)
- 1.6 FAR 52.223-1, BIOBASED PRODUCT CERTIFICATION (DEC 2007)
- 1.7 DFARS 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)
- 1.8 DFARS 252.225-7018, PHOTOVOLTAIC DEVICES – CERTIFICATE (NOV 2012)
- 1.9 DFARS 252.225-7042, AUTHORIZATION TO PERFORM (APR 2003)
- 1.10 DFARS 252.247-7022, REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

-- End Document Table of Contents--

DOCUMENT 00600

REPRESENTATIONS AND CERTIFICATIONS FOR CONTRACTING BY NEGOTIATION
10/12

Request for Proposal No: RFP N62742-13-R-1300

Name and Address of Offeror: _____

Business Phone:() _____ **Facsimile Phone:**() _____

CEC/DUNS Number: _____ **TIN NUMBER:** _____

CAGE Number: _____ **Email Address:** _____

1.1 SUMMARY

The following clauses are from the Federal Acquisition Regulations (FAR) and Department of Defense Federal Acquisition Regulation Supplement (DFARS). Complete the paragraphs below, and return with the bid forms.

**1.2 FAR 52.204-8, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012) /
DFARS 252.204-7007, ALT A (JUL 2012)**

(End of provision)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [*insert NAICS code*].

(2) The small business size standard is _____ [*insert size standard*].

(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 (d) 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 (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[] (i) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]

___ (i) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

X (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

___ (vi) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

(i) [252.209-7001](#), Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

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

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

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

(v) [252.229-7012](#), Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vi) [252.229-7013](#), Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.

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

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

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

(ii) [252.225-7000](#), Buy American—Balance of Payments Program Certificate.

(iii) [252.225-7020](#), Trade Agreements Certificate.

Use with Alternate I.

(iv) [252.225-7022](#), Trade Agreements Certificate—Inclusion of Iraqi End Products.

(v) [252.225-7031](#), Secondary Arab Boycott of Israel.

(vi) [252.225-7035](#), Buy American—Free Trade Agreements—Balance of Payments Program Certificate.

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR

4.1201); except for the changes identified below [*offeror to insert changes, identifying change by provision number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	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.

1.3 FAR 52.209-5, CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the

taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has has not within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

1.4 FAR 52.209-7, INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

(iii) In an administrative proceeding, a finding of fault and liability that results in—

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see [52.204-7](#)).

1.5 FAR 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011)

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

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

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

(ii) Otherwise successful offers from small business concerns.

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

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause [52.219-23](#)). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

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

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

Offeror elects to waive the evaluation preference.

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

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

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

(3) General construction.

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

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

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

(4) Construction by special trade contractors.

(i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

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

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

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

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

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

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

(g) *Notice.* The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

1.6 FAR 52.223-1, BIOBASED PRODUCT CERTIFICATION (DEC 2007)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

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

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

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf

of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

1.8 DFARS 252.225-7018, PHOTOVOLTAIC DEVICES – CERTIFICATE (NOV 2012)

(a) *Definitions.* “Bahrainian photovoltaic device,” “Canadian photovoltaic device,” “Caribbean Basin photovoltaic device,” “designated country,” “domestic photovoltaic device,” “foreign photovoltaic device,” “Free Trade Agreement country,” “Free Trade Agreement photovoltaic device,” “Korean photovoltaic device,” “least developed country photovoltaic device,” “Moroccan photovoltaic device,” “Panamanian photovoltaic device,” “Peruvian photovoltaic device,” “photovoltaic device,” “qualifying country,” “qualifying country photovoltaic device,” “United States,” “U.S.-made photovoltaic device,” and “WTO GPA country photovoltaic device” have the meanings given in the Photovoltaic Devices clause of this solicitation.

(b) *Restrictions.* The following restrictions apply, depending on the estimated value of any photovoltaic devices to be utilized under a resultant contract:

(1) If more than \$3,000 but less than \$202,000, then the Government will not accept an offer specifying the use of other foreign photovoltaic devices in paragraph (c)(2)(ii), (c)(3)(ii) or (c)(4)(ii) of this provision, unless the offeror documents to the satisfaction of the Contracting Officer that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.

(2) If \$202,000 or more, then the Government will consider only offers that utilize photovoltaic devices that are U.S.-made, qualifying country, or designated country photovoltaic devices.

(c) *Certification and identification of country of origin.*

[The offeror shall check the block and fill in the blank for one of the following paragraphs, based on the estimated value and the country of origin of photovoltaic devices to be utilized in performance of the contract:]

____(1) No photovoltaic devices will be utilized in performance of the contract, or such photovoltaic devices have an estimated value of \$3,000 or less.

(2) If more than \$3,000 but less than \$25,000—

____(i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device or a qualifying country photovoltaic device [*Offeror to specify country of origin*_____]; or

____(ii) The foreign (other than qualifying country) photovoltaic devices to be utilized in performance of the contract are the product of _____. [*Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device.*]

(3) If \$25,000 or more but less than \$77,494—

____(i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device; a qualifying country photovoltaic device; or a Canadian photovoltaic device [*Offeror to specify country of origin*_____]; or

____(ii) The foreign (other than qualifying country or Canadian) photovoltaic devices to be utilized in performance of the contract are the product of _____. [*Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device.*]

(4) If \$77,494 or more but less than \$100,000—

____(i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device; a qualifying country (except Australian or Canadian) photovoltaic device; a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Korean, Moroccan, Panamanian, or Peruvian photovoltaic device) [*Offeror to specify country of origin*_____]; or

____(ii) The offered foreign photovoltaic devices (other than those from countries listed in paragraph (c)(4)(i) of this provision) are the product of _____. [*Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device.*]

(5) If \$100,000 or more but less than \$202,000—

____(i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device; a qualifying country (except Australian or Canadian) photovoltaic device; a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Moroccan, Panamanian, or Peruvian photovoltaic device) [*Offeror to specify country of origin*_____]; or

____(ii) The offered foreign photovoltaic devices (other than those from countries listed in paragraph (c)(4)(i) of this provision) are the product of _____. [*Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device.*]

(6) If \$202,000 or more—

____ The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a U.S.-made, qualifying country, or designated country photovoltaic device. [*Offeror to specify country of origin*_____].

1.9 DFARS 252.225-7042, AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

1.10 DFARS 252.247-7022, REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

____Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

-- End of Document--

DOCUMENT 00700
NEGOTIATED
CONTRACT CLAUSES
11/12

- 1.1 FAR 52.202-1, DEFINITIONS (JAN 2012)
- 1.2 FAR 52.203-3, GRATUITIES (APR 1984)
- 1.3 FAR 52.203-5, COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 1.4 FAR 52.203-6, RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 1.5 FAR 52.203-7, ANTI-KICKBACK PROCEDURES (OCT 2010)
- 1.6 FAR 52.203-8, CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 1.7 FAR 52.203-10, PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 1.8 FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- 1.9 FAR 52.203-13, CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
- 1.10 FAR 52.203-14, DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
- 1.11 FAR 52.203-16, PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)
- 1.12 FAR 52.204-2, SECURITY REQUIREMENTS (AUG 1996) ALTERNATE II (APR 1984)
- 1.13 FAR 52.204-4, PRINTING OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)
- 1.14 FAR 52.204-99, SYSTEM AWARD MANAGEMENT REGISTRATION (AUG 2012)(DEVIATION)

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

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

- (1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

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

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the SAM database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;
- (2) The Contractor's CAGE code is in the SAM database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the SAM registration process.

"System for Award Management (**SAM**)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

- (1) Data collected from prospective federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
- (3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)(1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The **SAM** registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of **SAM**.

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

(1) A contractor may obtain a DUNS number-

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

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

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

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in **SAM**, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current, accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

- (A) Change the name in the SAM database;
- (B) Comply with the requirements of subpart 42.12 of the FAR; and
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

1.15 FAR 52.204-9, PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

1.16 FAR 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012)

a) *Definitions.* As used in this clause:

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

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

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

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

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.

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

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

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

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

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

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

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

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

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.frs.gov> for that first tier subcontract. (The Contractor shall follow the instruction at <http://www.frs.gov> to report the data.)

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

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

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

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

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

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

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

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

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

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

(3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names

and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <https://www.fsrs.gov> , if—

- (i) In the subcontractor's preceding fiscal year, the subcontractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements and other forms of Federal financial assistance; and
- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm> .)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

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

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

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

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

- 1.17 [FAR 52.209-6, PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT \(DEC 2010\)](#)
- 1.18 [FAR 52.209-9, UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS \(FEB 2012\)](#)
- 1.19 [FAR 52.209-10, PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATION \(MAY 2012\)](#)
- 1.20 [FAR 52.211-10, COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK \(APR 1984\)](#)

The Contractor shall be required to:

- (a) Commence work under this contract within **15** calendar days after the date the Contractor receives the notice to proceed,
- (b) Prosecute the work diligently, and
- (c) Complete the entire work ready for use not later than **600** calendar days after notice to proceed.

The time stated for completion shall include final cleanup of the premises.

Definition

(a) Notice to Proceed: A "Notice to Proceed" is deemed to be given by the Government to the Contractor 30 calendar days after the contract award date. No formal written notice will be issued by the Government.

(b) Within 30 calendar days following the contract award date, the Contractor is obligated to submit performance and payment bonds in a form acceptable to the Government. The Government shall notify the Contractor of the acceptability of the performance and payment bonds within 5 working days of receipt of these documents. If these documents are not submitted in their proper form acceptable to the Government within 30 calendar days of contract award, any delays resulting thereby will be at the sole expense of the Contractor. The contract completion date will not be extended due to the Government's review of the acceptability of the Contractor's bonds, except where the Government's review of said documents extends beyond 5 working days.

1.21 FAR 52.211-12, LIQUIDATED DAMAGES—CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$44,360.00 for each calendar day of delay until the work is completed or accepted.

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

1.22 FAR 52.211-13, TIME EXTENSIONS (SEP 2000)

1.23 FAR 52.211-15, DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)

1.24 FAR 52.215-2, AUDIT AND RECORDS--NEGOTIATION (OCT 2010)

1.25 FAR 52.215-10, PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

1.26 FAR 52.215-11, PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--
MODIFICATIONS (AUG 2011)

1.27 FAR 52.215-12, SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)

1.28 FAR 52.215-13, SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 2010)

1.29 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)

1.30 FAR 52.215-18, REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS
(PRB) OTHER THAN PENSIONS (JUL 2005)

1.31 FAR 52.215-19, NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

1.32 FAR 52.215-20, REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER
THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

1.33 FAR 52.215-21, REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER
THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010)

1.34 FAR 52.215-23, LIMITATIONS ON PASS THROUGH CHARGES (OCT 2009)

1.35 FAR 52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

1.36 FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) ALTERNATE II (OCT
2001)

1.37 FAR 52.219-16, LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

1.38 FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATIONS PROGRAM –
DISADVANTAGED STATUS AND REPORTING (DEC 2010)

1.39 FAR 52.219-28, POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2012)

1.40 FAR 52.222-1, NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

1.41 FAR 52.222-3, CONVICT LABOR (JUN 2003)

1.42 FAR 52.222-4, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME
COMPENSATION (JUL 2005)

1.43 FAR 52.222-6, DAVIS-BACON ACT (JUL 2005)

1.44 FAR 52.222-7, WITHHOLDING OF FUNDS (FEB 1988)

1.45 FAR 52.222-8, PAYROLLS AND BASIC RECORDS (JUN 2010)

1.46 FAR 52.222-9, APPRENTICES AND TRAINEES (JUL 2005)

1.47 FAR 52.222-10, COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

1.48 FAR 52.222-11, SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)

- 1.49 FAR 52.222-12, CONTRACT TERMINATION -- DEBARMENT (FEB 1988)
- 1.50 FAR 52.222-13, COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
- 1.51 FAR 52.222-14, DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
- 1.52 FAR 52.222-15, CERTIFICATION OF ELIGIBILITY (FEB 1988)
- 1.53 FAR 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 1.54 FAR 52.222-26, EQUAL OPPORTUNITY (MAR 2007)
- 1.55 FAR 52.222-27, AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
- 1.56 FAR 52.222-30, DAVIS-BACON ACT--PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC 2001)
- 1.57 FAR 52.222-35, EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
- 1.58 FAR 52.222-36, AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
- 1.59 FAR 52.222-37, EMPLOYMENT REPORTS ON VETERANS (SEP 2010)
- 1.60 FAR 52.222-40, NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

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

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

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

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

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

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

(3) Downloaded from the Office of Labor-Management Standards website at www.dol.gov/olms/regs/compliance/EO13496.htm; or

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

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

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

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended

or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

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

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

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

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

1.61 [FAR 52.222-50, COMBATING TRAFFICKING IN PERSON \(FEB 2009\)](#)

1.62 [FAR 52.222-54, EMPLOYMENT ELIGIBILITY VERIFICATION \(JUL 2012\)](#)

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

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate

verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> .

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) *Is for*—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

1.63 FAR 52.223-2, AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JUL 2012)

1.64 FAR 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

1.65 FAR 52.223-5, POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

- 1.66 FAR 52.223-6, DRUG-FREE WORKPLACE (MAY 2001)
- 1.67 FAR 52.223-9, ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008) ALTERNATE I (MAY 2008)
- 1.68 FAR 52.223-15, ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
- 1.69 FAR 52.223-17, AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
- 1.70 FAR 52.223-18, CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 1.71 FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984)
- 1.72 FAR 52.224-2, PRIVACY ACT (APR 1984)
- 1.73 FAR 52.225-11, BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2012) ALTERNATE I (MAR 2009)
- 1.74 FAR 52.225-13, RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 1.75 FAR 52.226-1, UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUNE 2000)
- 1.76 FAR 52.227-1, AUTHORIZATION AND CONSENT (DEC 2007) ALTERNATES I AND II (APR 1984)
- 1.77 FAR 52.227-2, NOTICES AND ASSISTANCE REGARDING PATENT & COPYRIGHT INFRINGEMENT (DEC 2007)
- 1.78 FAR 52.227-4, PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (DEC 2007) ALTERNATE I (DEC 2007)
- 1.79 FAR 52.228-1, BID GUARANTEE (SEP 1996)
- 1.80 FAR 52.228-2, ADDITIONAL BOND SECURITY (OCT 1997)
- 1.81 FAR 52.228-5, INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)*
- 1.82 FAR 52.228-11, PLEDGES OF ASSETS (JAN 2012)
- 1.83 FAR 52.228-12, PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
- 1.84 FAR 52.228-14, IRREVOCABLE LETTER OF CREDIT (DEC 1999)
- 1.85 FAR 52.228-15, PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (OCT 2010)
- 1.86 FAR 52.229-3, FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
- 1.87 FAR 52.232-5, PAYMENTS UNDER FIXED - PRICE CONSTRUCTION CONTRACTS (SEP 2002)
- 1.88 FAR 52.232-17, INTEREST (OCT 2010)
- 1.89 FAR 52.232-23, ASSIGNMENT OF CLAIMS (JAN 1986) ALTERNATE I (APR 1984)
- 1.90 FAR 52.232-27, PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008)
- 1.91 FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 1.92 FAR 52.232-99, PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (AUG 2012)(DEVIATION)
- 1.93 FAR 52.233-1, DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)
- 1.94 FAR 52.233-3, PROTEST AFTER AWARD (AUG 1996)
- 1.95 FAR 52.233-4, APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 1.96 FAR 52.236-1, PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)
- 1.97 FAR 52.236-2, DIFFERING SITE CONDITIONS (APR 1984)
- 1.98 FAR 52.236-3, SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 1.99 FAR 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 (1) Hazardous Material Survey Report for Buildings 584, 1197, 6702, 6703 and Self Storage Lockers (6678, 6679, 6680, 6681, 6682, and 6683) and (2) Test borings are included in the RFP drawings. .

(b) Weather conditions: None available.

(c) Transportation facilities: None available.

- 1.100 FAR 52.236-5, MATERIAL AND WORKMANSHIP (APR 1984)
- 1.101 FAR 52.236-6, SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 1.102 FAR 52.236-7, PERMITS AND RESPONSIBILITIES (NOV 1991)
- 1.103 FAR 52.236-8, OTHER CONTRACTS (APR 1984)
- 1.104 FAR 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
- 1.105 FAR 52.236-10, OPERATIONS AND STORAGE AREAS (APR 1984)
- 1.106 FAR 52.236-11, USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 1.107 FAR 52.236-12, CLEANING UP (APR 1984)
- 1.108 FAR 52.236-13, ACCIDENT PREVENTION (NOV 1991) ALTERNATE I (NOV 1991)
- 1.109 FAR 52.236-14, AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 1.110 FAR 52.236-15, SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 1.111 FAR 52.236-17, LAYOUT OF WORK (APR 1984)
- 1.112 FAR 52.236-21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) ALTERNATES I AND II*(APR 1984)
- 1.113 FAR 52.236-26, PRECONSTRUCTION CONFERENCE (FEB 1995)
- 1.114 FAR 52.242-13, BANKRUPTCY (JUL 1995)
- 1.115 FAR 52.242-14, SUSPENSION OF WORK (APR 1984)
- 1.116 FAR 52.243-4, CHANGES (JUN 2007)
- 1.117 FAR 52.243-6, CHANGE ORDER ACCOUNTING (APR 1984)
- 1.118 FAR 52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)
- 1.119 FAR 52.245-1, GOVERNMENT PROPERTY (APR 2012) ALTERNATE I (APR 2012)
- 1.120 FAR 52.245-9, USE AND CHARGES (APR 2012)
- 1.121 FAR 52.246-12, INSPECTION OF CONSTRUCTION (AUG 1996)
- 1.122 FAR 52.246-21, WARRANTY OF CONSTRUCTION (MAR 1994) ALTERNATE I (APR 1984)
- 1.123 FAR 52.248-3, VALUE ENGINEERING -- CONSTRUCTION (OCT 2010) ALTERNATE I (APR 1984)
- 1.124 FAR 52.249-2, TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED - PRICE) (APR 2012) ALTERNATE I (SEP 1996)
- 1.125 FAR 52.249-10, DEFAULT (FIXED - PRICE CONSTRUCTION) (APR 1984)
- 1.126 FAR 52.251-1, GOVERNMENT SUPPLY SOURCES (APR 2012)
- 1.127 FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
- 1.128 FAR 52.253-1, COMPUTER GENERATED FORMS (JAN 1991)
- 1.129 DFARS 252.203-7000, REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (JAN 2009)
- 1.130 DFARS 252.203-7001, PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008)
- 1.131 DFARS 252.203-7002, REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009)
- 1.132 DFARS 252.203-7003, AGENCY OFFICE OF THE INSPECTOR GENERAL (APR 2012)
- 1.133 DFARS 252.203-7004, DISPLAY OF FRAUD HOTLINE POSTER(S) (SEP 2011)
- 1.134 DFARS 252.204-7000, DISCLOSURE OF INFORMATION (DEC 1991)
- 1.135 DFARS 252.204-7003, CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 1.136 DFARS 252.204-7005, ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
- 1.137 DFARS 252.205-7000, PROVISIONS OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
- 1.138 DFARS 252.209-7004, SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)
- 1.139 DFARS 252.211-7003, ITEM IDENTIFICATION AND VALUATION (JUN 2011)
- 1.140 DFARS 252.211-7007, REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY (NOV 2008)
- 1.141 DFARS 252.215-7000, PRICING ADJUSTMENTS (DEC 1991)
- 1.142 DFARS 252.215-7002, COST ESTIMATING SYSTEM REQUIREMENTS (JUL 2012)
- 1.143 DFARS 252.219-7003, SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (AUG 2012)

- 1.144 DFARS 252.222-7000, RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000) [See DFARS 222.70 for applicability.]
- 1.145 DFARS 252.222-7006, RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)
- 1.146 DFARS 252.223-7001, HAZARD WARNING LABELS (DEC 1991)
- 1.147 DFARS 252.223-7004, DRUG-FREE WORK FORCE (SEP 1988)
- 1.148 DFARS 252.223-7006, PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 2012)
- 1.149 DFARS 252.223-7008, PROHIBITION OF HEXAVALENT CHROMIUM (MAY 2011)
- 1.150 DFARS 252.225-7005, IDENTIFICATION OF EXPEDITURES IN THE UNITED STATES (JUN 2005)
- 1.151 DFARS 252.225-7012, PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JUN 2012)
- 1.152 DFARS 252.225-7017, PHOTOVOLTAIC DEVICES (NOV 2012)
- 1.153 DFARS 252.225-7041, CORRESPONDENCE IN ENGLISH (JUN 1997)
- 1.154 DFARS 252.227-7022, GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)
- 1.155 DFARS 252.227-7023, DRAWINGS AND OTHER DATA TO BECOME THE PROPERTY OF GOVERNMENT (MAR 1979)
- 1.156 DFARS 252.227-7033, RIGHTS IN SHOP DRAWINGS (APR 1966)
- 1.157 DFARS 252.231-7000, SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- 1.158 DFARS 252.232-7003, ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JUN 2012)
- 1.159 DFARS 252.232-7008, ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)
- 1.160 DFARS 252.232-7010, LEVIES ON CONTRACT PAYMENTS (DEC 2006)
- 1.161 DFARS 252.236-7000, MODIFICATION PROPOSALS -- PRICE BREAKDOWN (DEC 1991)
- 1.162 DFARS 252.236-7001, CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)*
- 1.163 DFARS 252.236-7002, OBSTRUCTION OF NAVIGABLE WATERWAYS (DEC 1991)
- 1.164 DFARS 252.236-7004, PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)
- 1.165 DFARS 252.236-7005, AIRFIELD SAFETY PRECAUTIONS (DEC 1991)
- 1.166 DFARS 252.243-7001, PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
- 1.167 DFARS 252.243-7002, REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
- 1.168 DFARS 252.244-7000, SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)(JUN 2012)
- 1.169 DFARS 252.245-7001, TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)
- 1.170 DFARS 252.245-7002, REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)
- 1.171 DFARS 252.245-7003, CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)
- 1.172 DFARS 252.247-7023, TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)
- 1.173 DFARS 252.247-7024, NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)
- 1.174 DFARS 252.251-7000, ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)
- 1.175 NFAS 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.

- 1.176 NFAS 5252.209-9300, ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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.

[1.177 NFAS 5252.228-9300, INDIVIDUAL SURETY/SURETIES \(JUN 1994\)](#)

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

(a) Equity Securities (Stock):

(1) State the place(s) of incorporation and address of the principal place of business for each issuing corporation listed.

(2) State whether the security issued was issued by public or private offering and give the place of registration of the security.

(3) State whether the security is presently, actively traded.

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

(1) List the type of bonds held and their maturity dates.

(2) State the name, address, and telephone number of the issuing agency, firm or individual.

(3) State the complete address(es) where the bonds are held.

(4) State whether the bonds have been pledged as security or have otherwise been encumbered.

(c) Real Property Interests:

(1) Provide complete recording data for the conveyance of each parcel or interest listed to the individual proposed as surety.

(2) State whether the values listed are based upon personal evaluation or evaluation of an experienced real estate appraiser. If available, provide copies of written appraisals.

(3) State the method(s) of valuation upon which appraisal is based.

(4) Provide the assessed value of each property interest listed utilized by the appropriate tax assessor for purposes of property taxation.

(5) Provide the telephone number, including area code, for the tax assessor who performed the most recent tax assessment.

(6) State whether each real property interest listed is currently under lien or in any way encumbered and the dollar amount of each such lien or encumbrance.

(d) Persons Proposed as Individual Sureties:

(1) A current list of all other bonds (bid, performance, and payment) on which the individual is a surety and bonds for which the individual is requesting to be a surety.

(2) A statement as to the percent of completion of projects for which the individual is bound on a performance bond.

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

1.178 [NFAS 5252.228-9305, NOTICE OF BONDING REQUIREMENTS \(DEC 2000\)](#)

(a) Within 30 days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

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

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

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

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run 30 days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

1.179 [NFAS 5252.232-9300, CONTRACTOR ACCOUNTING SYSTEM--SEGREGATION OF COSTS \(JUN 1994\)](#)

The Contractor shall employ an accounting system for this contract to identify and record site specific costs on a site specific activity basis. Site specific cost documentation must be readily retrievable and sufficiently identifiable to enable cross-referencing with payment vouchers.

1.180 [NFAS 5252.236-9301, SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA \(OCT 2004\)](#)

The Government under certain circumstances may require denial of entry to the work areas under this contract where the Contractor's work or presence would constitute a safety or security hazard to ordnance storage or handling operations. Restrictions covering entry to and availability of the work areas are as follows:

(a) Entry. Entry to work areas located within the special Security Limited areas, defined as those work areas located within the existing security fence, can be granted subject to special personnel requirements as specified herein and to other normal security and safety requirements. Complete denial of entry to the Limited Area may be required during brief periods of one to two hours (normally) and on rare occasions of two to four hours. For bidding purposes, the Contractor shall assume denial of entry to the work areas in the Limited Area of six 2-hour denials and one 4-hour denial per month.

(b) Vehicle Delay. The Contractor shall also assume for bidding purposes that, in addition to site denial, each vehicle and/or unit of construction equipment will be delayed during each movement through the security gate, both entering and leaving the limited area. Delays will average _____.

(c) Operational Considerations. To reduce delay time while preserving required security, the following points should be considered in operational planning:

(1) Vehicle Search. Security regulations required that all vehicles, when authorized to enter the Limited Area be thoroughly searched by guard force personnel. Such a search will be required for all vehicle/ construction equipment. Accordingly, once a vehicle or unit of construction equipment has been cleared, it may be left in the Limited Area after initial entry has been made. For the period of time authorized the vehicle/equipment left in the Limited Area will be assigned parking areas by the Contracting Officer. The vehicle/equipment must be secured as specified in paragraph entitled "SECURITY REQUIREMENTS." The intent is to reduce the Contractor loss of time at the security gate. No private vehicles will be allowed to enter the Limited Area.

(2) Delivery Vehicles. Guard force personnel will inspect vehicles delivering construction materials while the driver is being processed for entry into the Limited Area. A Security Escort will then escort the driver and vehicle in the Limited Area. To provide this service, delivery schedules should be promulgated in advance and vendors made aware that a reasonable delay can be expected if delivery is other than the time specified. Deliveries after 1600 hours will not be allowed entry into the Limited Area without prior approval of the Physical Security Officer.

1.181 NFAS 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.

1.182 NFAS 5252.236-9304, UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)

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

1.183 NFAS 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 the prevailing rates at time of use**. Information concerning the location of existing outlets may be secured from the Contracting Officer. The contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

Electricity
Potable Water
Sanitary Sewer

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

Contractor Energy Conservation. The Contractor shall be directly responsible for instruction 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 its' 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, it 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. The Contractor shall notify the Contracting Officer 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.

[1.184 NFAS 5252.236-9310, RECORD DRAWINGS \(OCT 2004\) ALTERNATE I \(JUN 1994\) ALTERNATE II \(OCT 2004\)](#)

The Contractor shall maintain at the jobsite 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 contract 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 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.

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

(2) The designated Contract Specialist will be the Administrative Contracting Officer's representative on all 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.

1.186 NFAS 5252.245-9302, LIMITED ASSUMPTION OF RISK BY GOVERNMENT (JUN 1994)

(a) Title of all work in place shall be in the Government, and title to all property intended for incorporation in the work shall vest in the Government upon delivery thereof to the site of the work. The term "Government-owned property" as used in this clause refers to such work in place and to such other property as to which title has vested in the Government and includes any property furnished or rented to the Contractor by the Government. Upon completion of the work, any such Government-owned property not a part of the work (except property rented to, or furnished without charge to the contractor by the Government) shall become the property of the Contractor. The vesting of title in the Government, as provided in this paragraph, shall in no way relieve the Contractor of any obligations otherwise provided in this contract in respect to such Government-owned property except as expressly stated in paragraph (b) of this clause.

(b) The Contractor represents that the contract price does not include the cost of insurance, nor any provision for a reserve, covering the risk assumed by the Government under this paragraph.

The Government assumes the risk of loss or damage to such Government-owned property (including expenses incidental to such loss or damage) which results directly or indirectly from the explosion of Government-owned or controlled munitions (including, without limitations, ammunition, bombs, powder, dynamite and other explosives), whether or not caused by negligence, except that the Government does not assume at any time the risk of, and the Contractor shall be responsible for, such loss or damage (1) which is in fact covered by insurance or for which contractor is otherwise reimbursed, or (2) which results from disregard of proper instructions of the Contracting Officer, on the part of any of the Contractor's directors, officers or any other representatives having supervision or direction of all or substantially all the Contractor's operations under this contract.

(c) In the event of loss or damage to Government-owned property resulting from the risk assumed by the Government hereunder, the Contracting Officer shall determine whether, and to what extent, such property shall be rebuilt, repaired or replaced by the Contractor or otherwise. Should this determination cause an increase or decrease in the cost of doing the work under this contract or time required for its performance, an equitable adjustment shall be made as provided in the changes clause of the contract.

(d) The provisions contained in the statement of work under "Permits and Responsibilities," are to be deemed modified by this clause only to the extent required to give effect to the limited assumption of risk provided in this clause.

--End of Document--

DOCUMENT 00800

LABOR REQUIREMENTS

10/12

1.1 NOTICE CONCERNING LABOR RATES

The Davis-Bacon Act applies. The attached State of Hawaii General Wage Decision no. HI120001, Modification No. 14, publication date 10/19/2012, or as updated by amendment, will remain in effect for the duration of the project.

General Decision Number: HI120001 10/19/2012 HI1

Superseded General Decision Number: HI20100001

State: Hawaii

Construction Types: Building, Heavy (Heavy and Dredging), Highway and Residential

Counties: Hawaii Statewide.

BUILDING CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories); HEAVY AND HIGHWAY CONSTRUCTION PROJECTS AND DREDGING

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	01/20/2012
3	01/27/2012
4	02/10/2012
5	03/02/2012
6	03/30/2012
7	07/06/2012
8	08/03/2012
9	08/10/2012
10	08/31/2012
11	09/07/2012
12	09/21/2012
13	09/28/2012
14	10/19/2012

ASBE0132-001 08/29/2010

	Rates	Fringes
Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.....	\$ 36.65	22.24

BOIL0627-005 01/01/2012

Rates	Fringes
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BOILERMAKER.....\$ 33.70 26.35

BRHI0001-001 09/03/2012

	Rates	Fringes
BRICKLAYER		
Bricklayers and Stonemasons.....\$	35.35	22.92
Pointers, Caulkers and Weatherproofers.....\$	35.60	22.92

BRHI0001-002 09/03/2012

	Rates	Fringes
Tile, Marble & Terrazzo Worker		
Terrazzo Base Grinders.....\$	33.79	22.92
Terrazzo Floor Grinders and Tenders.....\$	30.74	22.92
Tile, Marble and Terrazzo Workers.....\$	35.60	22.92

CARP0745-001 09/03/2012

	Rates	Fringes
Carpenters:		
Carpenters; Hardwood Floor Layers; Patent Scaffold Erectors (14 ft. and over); Piledrivers; Pneumatic Nailers; Wood Shinglers and Transit and/or Layout Man.....\$	39.25	19.92
Millwrights and Machine Erectors.....\$	39.50	19.92
Power Saw Operators (2 h.p. and over).....\$	39.40	19.92

CARP0745-002 09/03/2012

	Rates	Fringes
Drywall and Acoustical Workers and Lathers.....\$	39.50	19.92

ELEC1186-001 08/26/2012

	Rates	Fringes
Electricians:		
Cable Splicers.....\$	44.94	30.6%+12.68
Electricians.....\$	40.85	30.6%+12.68
Telecommunication worker....\$	23.20	17%+6.35

ELEC1186-002 08/26/2012

	Rates	Fringes
Line Construction:		
Cable Splicers.....	\$ 44.94	30.6%+12.68
Groundmen/Truck Drivers.....	\$ 30.64	30.6%+12.68
Heavy Equipment Operators...	\$ 36.77	30.6%+12.68
Linemen.....	\$ 40.85	30.6%+12.68
Telecommunication worker....	\$ 23.20	17%+\$6.35

ELEV0126-001 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 50.63	23.535+a+b

a. VACATION: Employer contributes 8% of basic hourly rate for 5 years service and 6% of basic hourly rate for 6 months to 5 years service as vacation pay credit.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

* ENGI0003-002 09/03/2012

	Rates	Fringes
Diver (Aqua Lung) (Scuba))		
Diver (Aqua Lung) (Scuba) (over a depth of 30 feet)...	\$ 60.00	26.76
Diver (Aqua Lung) (Scuba) (up to a depth of 30 feet)...	\$ 50.63	26.76
Stand-by Diver (Aqua Lung) (Scuba).....	\$ 41.25	26.76
Diver (Other than Aqua Lung)		
Diver (Other than Aqua Lung).....	\$ 60.00	26.76
Diver Tender (Other than Aqua Lung).....	\$ 38.22	26.76
Stand-by Diver (Other than Aqua Lung).....	\$ 41.25	26.76
Helicopter Work		
Airborne Hoist Operator for Helicopter.....	\$ 39.80	26.76
Co-Pilot of Helicopter.....	\$ 39.94	26.76
Pilot of Helicopter.....	\$ 40.11	26.76
Power equipment operator - tunnel work		
GROUP 1.....	\$ 36.24	26.76
GROUP 2.....	\$ 36.35	26.76
GROUP 3.....	\$ 36.52	26.76
GROUP 4.....	\$ 36.79	26.76
GROUP 5.....	\$ 37.10	26.76
GROUP 6.....	\$ 37.75	26.76
GROUP 7.....	\$ 38.07	26.76
GROUP 8.....	\$ 38.18	26.76
GROUP 9.....	\$ 38.29	26.76

GROUP 9A.....	\$ 38.52	26.76
GROUP 10.....	\$ 38.58	26.76
GROUP 10A.....	\$ 38.73	26.76
GROUP 11.....	\$ 38.88	26.76
GROUP 12.....	\$ 39.24	26.76
GROUP 12A.....	\$ 39.60	26.76
Power equipment operators:		
GROUP 1.....	\$ 35.94	26.76
GROUP 2.....	\$ 36.05	26.76
GROUP 3.....	\$ 36.22	26.76
GROUP 4.....	\$ 36.49	26.76
GROUP 5.....	\$ 36.80	26.76
GROUP 6.....	\$ 37.45	26.76
GROUP 7.....	\$ 37.77	26.76
GROUP 8.....	\$ 37.88	26.76
GROUP 9.....	\$ 37.99	26.76
GROUP 9A.....	\$ 38.22	26.76
GROUP 10.....	\$ 38.28	26.76
GROUP 10A.....	\$ 38.43	26.76
GROUP 11.....	\$ 38.58	26.76
GROUP 12.....	\$ 38.94	26.76
GROUP 12A.....	\$ 39.30	26.76
GROUP 13.....	\$ 36.22	26.76
GROUP 13A.....	\$ 36.49	26.76
GROUP 13B.....	\$ 36.80	26.76
GROUP 13C.....	\$ 37.45	26.76
GROUP 13D.....	\$ 37.77	26.76
GROUP 13E.....	\$ 37.88	26.76

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Fork Lift (up to and including 10 tons); Partsman (heavy duty repair shop parts room when needed).

GROUP 2: Conveyor Operator (Handling building material); Hydraulic Monitor; Mixer Box Operator (Concrete Plant).

GROUP 3: Brakeman; Deckhand; Fireman; Oiler; Oiler/Gradechecker; Signalman; Switchman; Highline Cableway Signalman; Bargeman; Bunkerman; Concrete Curing Machine (self-propelled, automatically applied unit on streets, highways, airports and canals); Leveeman; Roller (5 tons and under); Tugger Hoist.

GROUP 4: Boom Truck or dual purpose "A" Frame Truck (5 tons or less); Concrete Placing Boom (Building Construction); Dinky Operator; Elevator Operator; Hoist and/or Winch (one drum); Straddle Truck (Ross Carrier, Hyster and similar).

GROUP 5: Asphalt Plant Fireman; Compressors, Pumps, Generators and Welding Machines ("Bank" of 9 or more, individually or collectively); Concrete Pumps or Pumpcrete Guns; Lubrication and Service Engineer (Grease Rack); Screedman.

GROUP 6: Boom Truck or Dual Purpose "A"Frame Truck (over 5 tons); Combination Loader/Backhoe (up to and including 3/4

cu. yd.); Concrete Batch Plants (wet or dry); Concrete Cutter, Groover and/or Grinder (self-propelled unit on streets, highways, airports, and canals); Conveyor or Concrete Pump (Truck or Equipment Mounted); Drilling Machinery (not to apply to waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and including 3 and 1/2 cu. yds); Lull High Lift (under 40 feet); Lubrication and Service Engineer (Mobile); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

GROUP 7: Crusher Plant Engineer, Dozer (D-4, Case 450, John Deere 450, and similar); Dual Drum Mixer, Extend Lift; Hoist and/or Winch (2 drums); Loader (over 3 and 1/2 cu. yds. up to and including 6 yards.); Mechanical Finisher or Spreader Machine (asphalt), (Barber Greene and similar) (Screedman required); Mine or Shaft Hoist; Mobile Concrete Mixer (over 5 tons); Pipe Bending Machine (pipelines only); Pipe Cleaning Machine (tractor propelled and supported); Pipe Wrapping Machine (tractor propelled and supported); Roller Operator (Asphalt); Self-Propelled Elevating Grade Plane; Slusher Operator; Tractor (with boom) (D-6, or similar); Trencher (over 6 feet and less than 200 h.p.); Water Tanker (pulled by Euclids, T-Pulls, DW-10, 20 or 21, or similar); Winchman (Stern Winch on Dredge).

GROUP 8: Asphalt Plant Operator; Barge Mate (Seagoing); Cast-in-Place Pipe Laying Machine; Concrete Batch Plant (multiple units); Conveyor Operator (tunnel); Deckmate; Dozer (D-6 and similar); Finishing Machine Operator (airports and highways); Gradesetter; Kolman Loader (and similar); Mucking Machine (Crawler-type); Mucking Machine (Conveyor-type); No-Joint Pipe Laying Machine; Portable Crushing and Screening Plant; Power Blade Operator (under 12); Saurman Type Dragline (up to and including 5 yds.); Stationary Pipe Wrapping, Cleaning and Bending Machine; Surface Heater and Planer Operator, Tractor (D-6 and similar); Tri-Batch Paver; Tunnel Badger; Tunnel Mole and/or Boring Machine Operator Underbridge Personnel Aerial Platform (over 50 feet of platform).

GROUP 9: Combination Mixer and Compressor (gunite); Do-Mor Loader and Adams Elegrader; Dozer (D-7 or equal); Wheel and/or Ladder Trencher (over 6 feet and 200 to 749 h.p.).

GROUP 9A: Dozer (D-8 and similar); Grader (when required by the Contractor to work from drawings, plans or specifications without the direct supervision of a foreman or superintendent); Push Cat; Scrapers (up to and including 20 cu. yds); Self-propelled Compactor with Dozer; Self-Propelled, Rubber-Tired Earthmoving Equipment (up to and including 20 cu. yds) (621 Band and similar); Sheep's Foot; Tractor (D-8 and similar); Tractors with boom (larger than D-6, and similar).

GROUP 10: Chicago Boom; Cold Planers; Heavy Duty Repairman or Welder; Hoist and/or Winch (3 drums); Hydraulic Skooper (Koehring and similar); Loader (over 6 cu. yds. up to and including 12 cu. yds.); Saurman type Dragline (over 5 cu. yds.); Self-propelled, rubber-tired Earthmoving Equipment (over 20 cu. yds. up to and including 31 cu. yds.) (637D and similar); Soil Stabilizer (P & H or equal); Sub-Grader (Gurries or other automatic type); Tractors (D-9 or equivalent, all attachments); Tractor (Tandem Scraper); Watch Engineer.

GROUP 10A: Boat Operator; Cable-operated Crawler Crane (up to and including 25 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (up to and including 1 cu. yd.); Dozer D9-L; Dozer (D-10, HD41 and similar) (all attachments); Gradall (up to and including 1 cu. yd.); Hydraulic Backhoe (over 3/4 cu. yds. up to and including 2 cu. yds.); Mobile Truck Crane Operator (up to and including 25 tons) (Mobile Truck Crane Driver Required); Self-propelled Boom Type Lifting Device (Center Mount) (up to and including 25 tons) (Grove, Drott, P&H, Pettibone and similar); Trencher (over 6 feet and 750 h.p. or more); Watch Engineer (steam or electric).

GROUP 11: Automatic Slip Form Paver (concrete or asphalt); Band Wagon (in conjunction with Wheel Excavator); Cable-operated Crawler Cranes (over 25 tons but less than 50 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (over 1 cu. yd. up to 7 cu. yds.); Gradall (over 1 cu. yds. up to 7 cu. yds.); DW-10, 20, etc. (Tandem); Earthmoving Machines (multiple propulsion power units and 2 or more Scrapers) (up to and including 35 cu. yds., "struck" m.r.c.); Highline Cableway; Hydraulic Backhoe (over 2 cu. yds. up to and including 4 cu. yds.); Leverman; Lift Slab Machine; Loader (over 12 cu. yds); Master Boat Operator; Mobile Truck Crane Operator (over 25 tons but less than 50 tons); (Mobile Truck Crane Driver required); Pre-stress Wire Wrapping Machine; Self-propelled Boom-type Lifting Device (Center Mount) (over 25 tons m.r.c); Self-propelled Compactor (with multiple-propulsion power units); Single Engine Rubber Tired Earthmoving Machine (with Tandem Scraper); Tandem Cats; Trencher (pulling attached shield).

GROUP 12: Clamshell or Dipper Operator; Derricks; Drill Rigs; Multi-Propulsion Earthmoving Machines (2 or more Scrapers) (over 35 cu. yds "struck"m.r.c.); Operators (Derricks,

Piledrivers and Cranes); Power Shovels and Draglines (7 cu. yds. m.r.c. and over); Self-propelled rubber-tired Earthmoving equipment (over 31 cu. yds.) (657B and similar); Wheel Excavator (up to and including 750 cu. yds. per hour); Wheel Excavator (over 750 cu. yds. per hour).

GROUP 12A: Dozer (D-11 or similar or larger); Hydraulic Excavators (over 4 cu. yds.); Lifting cranes (50 tons and over); Pioneering Dozer/Backhoe (initial clearing and excavation for the purpose of providing access for other equipment where the terrain worked involves 1-to-1 slopes that are 50 feet in height or depth, the scope of this work does not include normal clearing and grubbing on usual hilly terrain nor the excavation work once the access is provided); Power Blade Operator (Cat 12 or equivalent or over); Straddle Lifts (over 50 tons); Tower Crane, Mobile; Traveling Truss Cranes; Universal, Liebherr, Linden, and similar types of Tower Cranes (in the erection, dismantling, and moving of equipment there shall be an additional Operating Engineer or Heavy Duty Repairman); Yo-Yo Cat or Dozer.

GROUP 13: Truck Driver (Utility, Flatbed, etc.)

GROUP 13A: Dump Truck, 8 cu.yds. and under (water level); Water Truck (up to and including 2,000 gallons).

GROUP 13B: Water Truck (over 2,000 gallons); Tandem Dump Truck, over 8 cu. yds. (water level).

GROUP 13C: Truck Driver (Semi-trailer. Rock Cans, Semi-Dump or Roll-Offs).

GROUP 13D: Truck Driver (Slip-In or Pup).

GROUP 13E: End Dumps, Unlicensed (Euclid, Mack, Caterpillar or similar); Tractor Trailer (Hauling Equipment); Tandem Trucks hooked up to Trailer (Hauling Equipment)

BOOMS AND/OR LEADS (HOURLY PREMIUMS):

The Operator of a crane (under 50 tons) with a boom of 80 feet or more (including jib), or of a crane (under 50 tons) with leads of 100 feet or more, shall receive a per hour premium for each hour worked on said crane (under 50 tons) in accordance with the following schedule:

Booms of 80 feet up to but not including 130 feet or Leads of 100 feet up to but not including 130 feet	0.50
Booms and/or Leads of 130 feet up to but not including 180 feet	0.75
Booms and/or Leads of 180 feet up to and including 250 feet	1.15
Booms and/or Leads over 250 feet	1.50

The Operator of a crane (50 tons and over) with a boom of 180 feet or more (including jib) shall receive a per hour premium for each hour worked on said crane (50 tons and over) in accordance with the following schedule:

Booms of 180 feet up to and including 250 feet	1.25
Booms over 250 feet	1.75

* ENGI0003-004 09/03/2012

	Rates	Fringes
Dredging: (Boat Operators)		
Boat Deckhand.....	\$ 36.22	26.76
Boat Operator.....	\$ 38.43	26.76
Master Boat Operator.....	\$ 38.58	26.76
Dredging: (Clamshell or Dipper Dredging)		
GROUP 1.....	\$ 38.94	26.76
GROUP 2.....	\$ 38.28	26.76
GROUP 3.....	\$ 37.88	26.76
GROUP 4.....	\$ 36.22	26.76
Dredging: (Derricks)		
GROUP 1.....	\$ 38.94	26.76
GROUP 2.....	\$ 38.28	26.76
GROUP 3.....	\$ 37.88	26.76
GROUP 4.....	\$ 36.22	26.76
Dredging: (Hydraulic Suction Dredges)		
GROUP 1.....	\$ 38.58	26.76
GROUP 2.....	\$ 38.43	26.76
GROUP 3.....	\$ 38.28	26.76
GROUP 4.....	\$ 38.22	26.76
Group 5.....	\$ 36.63	23.94
GROUP 5.....	\$ 37.88	26.76
Group 6.....	\$ 36.52	23.94
GROUP 6.....	\$ 37.77	26.76
Group 7.....	\$ 34.97	23.94
GROUP 7.....	\$ 36.22	26.76

CLAMSHELL OR DIPPER DREDGING CLASSIFICATIONS

- GROUP 1: Clamshell or Dipper Operator.
- GROUP 2: Mechanic or Welder; Watch Engineer.
- GROUP 3: Barge Mate; Deckmate.
- GROUP 4: Bargeman; Deckhand; Fireman; Oiler.

HYDRAULIC SUCTION DREDGING CLASSIFICATIONS

- GROUP 1: Leverman.
- GROUP 2: Watch Engineer (steam or electric).
- GROUP 3: Mechanic or Welder.
- GROUP 4: Dozer Operator.
- GROUP 5: Deckmate.
- GROUP 6: Winchman (Stern Winch on Dredge)

GROUP 7: Deckhand (can operate anchor scow under direction of Deckmate); Fireman; Leveeman; Oiler.

DERRICK CLASSIFICATIONS

GROUP 1: Operators (Derricks, Piledrivers and Cranes).

GROUP 2: Saurman Type Dragline (over 5 cubic yards).

GROUP 3: Deckmate; Saurman Type Dragline (up to and including 5 yards).

GROUP 4: Deckhand, Fireman, Oiler.

 ENGI0003-044 08/29/2011

	Rates	Fringes
Power Equipment Operators (PAVING)		
(10) Cold Planer.....	\$ 37.40	25.33
(10)Loader (2 1/2 cu. yds. and under).....	\$ 36.57	25.33
(10)Soil Stabilizer.....	\$ 37.40	25.33
(11)Loader (over 2 1/2 cu. yds. to and including 5 cu. yds.).....	\$ 36.89	25.33
(3)Roller Operator (five tons and under).....	\$ 35.34	25.33
(5)Screed Person.....	\$ 36.57	25.33
(6)Combination Loader/Backhoe (up to 3/4 cu.yd.).....	\$ 34.63	25.33
(6)Concrete Saws and/or Grinder (self-propelled unit on streets, highways, airports and canals).....	\$ 36.57	25.33
(6)Roller Operator (over five tons).....	\$ 36.77	25.33
(7)Combination Loader/Backhoe (over 3/4 cu.yd.).....	\$ 35.61	25.33
(8) Asphalt Plant Operator..	\$ 37.00	25.33
Asphalt Concrete Material Transfer.....	\$ 36.57	25.33
Asphalt Raker.....	\$ 35.61	25.33
Asphalt Spreader Operator...	\$ 37.09	25.33
Grader.....	\$ 37.40	25.33
Laborer, Hand Roller.....	\$ 32.84	25.33

 IRON0625-001 09/01/2012

	Rates	Fringes
Ironworkers:.....	\$ 34.75	28.41
a. Employees will be paid \$.50 per hour more while working in tunnels and coffer dams; \$1.00 per hour more when required to work under or are covered with water (submerged) and when they are required to work on the summit of Mauna Kea, Mauna Loa or Haleakala.		

	Rates	Fringes
Laborers:		
Driller.....	\$ 32.30	15.96
Final Clean Up.....	\$ 22.70	11.67
Gunite Operator & High		
Scaler.....	\$ 31.80	15.96
Laborer I.....	\$ 31.30	15.96
Laborer II.....	\$ 28.70	15.96
Powderman.....	\$ 32.30	15.96
Window Washer (bosun chair).	\$ 30.80	15.96

LABORERS CLASSIFICATIONS

Laborer I: Asbestos Removal Worker (EPA certified workers); Asphalt Laborer, Ironer, Raker, Luteman, and Handroller, and all types of Asphalt Spreader Boxes; Asphalt Shoveler; Assembly and Installation of Multiplates, Liner Plates, Rings, Mesh, Mats; Batching Plant (portable and temporary); Boring Machine Operator (under streets and sidewalks); Buggymobile; Burning, Welding, Signalling, Choke Setting, and Rigging in connection with Laborers' work (except demolition); Chainsaw, Faller, Logloader, and Bucker; Compactors (Jackson Jumping Jack and similar); Concrete Bucket Dumpman; Concrete Chipping; Concrete Chuteman/Hoseman (pouring concrete) (the handling of the chute from ready-mix trucks for such jobs as walls, slabs, decks, floors, foundations, footings, curbs, gutters, and sidewalks); Concrete Core Cutter (Walls, Floors, and Ceiling); Concrete Grinding or Sanding; Concrete: Hooking on, signaling, dumping of concrete for treme work over water on caissons, pilings, abutments, etc.; Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process; Concrete: Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel, or electric power; Concrete Placement Machine Operator: operation of Somero Hammerhead, Copperheads, or similar machines; Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment); Concrete and/or Asphalt Saw (Walking or Handtype) (cutting walls or flatwork) (scoring old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit for all purposes); Concrete Shovelers/Laborers (Wet or Dry); Concrete Screeding for Rough Strike-Off: Rodding or striking-off, by hand or mechanical means prior to finishing; Concrete Vibrator Operator; Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole; Curbing (Concrete and Asphalt); Curing of Concrete (impervious membrane and form oiler) mortar and other materials by any mode or method; Cut Granite Curb Setter (setting, leveling and grouting of all precast concrete or

stone curbs); Cutting and Burning Torch (demolition); Dri Pak-It Machine; Falling, bucking, yarding, loading or burning of all trees or timber on construction site; Forklift (9 ft. and under); Grating and Grill work for drains or other purposes; Green Cutter of concrete or aggregate in any form, by hand, mechanical means, grindstone or air and/or water; Grout: Spreading for any purpose; Guinea Chaser (Grade Checker) for general utility trenches, sitework, and excavation; Headerboard Man (Asphalt or Concrete); Heat Welder of Plastic (Laborers' AGC certified workers) (when work involves waterproofing for waterponds, artificial lakes and reservoir, or heat welding for sewer pipes); Heavy Highway Laborer (Rigging, signaling, handling, and installation of pre-cast catch basins, manholes, curbs and gutters); High Pressure Nozzleman - Hydraulic Monitor (over 100# pressure); Installation of lightweight backfill; Jackhammer Operator; Jacking of slip forms: All semi and unskilled work connected therewithin; Laying of all multi-cell conduit or multi-purpose pipe; Lead base paint abatement laborers (EPA certified workers); Magnesite and Mastic Workers (Wet or Dry)(including mixer operator); Mason Tender, Mortar Man; Mortar Mixer (Block, Brick, Masonry, and Plastering); Nozzleman (Sandblasting and/or Water Blasting): handling, placing and operation of nozzle; Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary; Pavement Breakers; Paving, curbing and surfacing of streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith; Pilecutters; Pipe Accessment in place, bolting and lining up of sectional metal or other pipe including corrugated pipe; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which tubular material is fabricated; No-joint pipe and stripping of same, Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch) pipe and over); Piping: resurfacing and paving of all ditches in preparation for laying of all pipes; Pipe laying of lateral sewer pipe from main or side sewer to buildings or structure (except Contactor may direct work be done under proper supervision); Pipe laying, leveling and marking of the joint used for main or side sewers and storm sewers; Laying of all clay, terra cotta, ironstone, vitrified concrete or other pipe for drainage; Placing and setting of water mains, gas mains and all pipe including removal of skids; Plaster Mortar Mixer/Pump; Pneumatic Impact Wrench; Portable Sawmill Operation: Choker setters, off bearers, and lumber handlers connected with clearing; Posthole Digger (Hand Held, Gas, Air and Electric); Power Broom

Sweepers (Small); Preparation and Compaction of roadbeds for railroad track laying, highway construction, and the preparation of trenches, footings, etc., for cross-country transmission by pipelines, electrical transmission or underground lines or cables (by mechanical means); Raising of structure by manual or hydraulic jacks or other methods and resetting of structure in new locations, including all concrete work; Ramming or compaction; Riprap, Stonepaver, and Rock Slinger (includes placement of stacked concrete, wet or dry and loading, unloading, signaling, slinging and setting of other similar materials); Rotary Scarifier (including multiple head concrete chipping Scarifier); Salamander Heater, Drying of plaster, concrete mortar or other aggregate; Scaffold Erector Leadman; Scaffolds: (Swing and hanging) including maintenance thereof; Scaler; Septic Tank/Cesspool and Drain Fields Digger and Installer; Shredder/Chipper (tree branches, brush, etc.); Stripping and Setting Forms; Stripping of Forms: Other than panel forms which are to be re-used in their original form, and stripping of forms on all flat arch work; Tampers (Barko, Wacker, and similar type); Tank Scaler and Cleaners; Tarman; Tree Climbers and Trimmers; Trencher (includes hand-held, Davis T-66 and similar type); Trucks (flatbed up to and including 2 1/2 tons when used in connection with on-site Laborers' work; Trucks (Refuse and Garbage Disposal) (from job site to dump); Vibra-Screed (Bull Float in connection with Laborers' work); Well Points, Installation of or any other dewatering system.

Laborer II: Air Blasting; Appliance Handling (job site) (after delivery and unloading in storage area); Asphalt Plant Laborer; Backfilling, Grading and all other labor connected therewith; Boring Machine; Bridge Laborer; Burning of all debris (crates, boxes, packaging waste materials); Chainman, Rodmen, and Grade Markers; Cleaning and Clearing of all debris; Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches, and other similar installations; Cleaning or reconditioning of streets, ways, sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature; Cleanup of Grounds and Buildings (other than "Light Clean-Up") (Janitorial Laborer); Clean-up of right-of-way; Clearing and slashing of brush or trees by hand or mechanical cutting; Concrete Bucket Tender (Groundman) hooking and unhooking of bucket; Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms; Concrete Products Plant Laborers; Conveyor Tender (conveying of building materials); Cribbers, Shorer, Lagging, Sheeting, and Trench Jacking and Bracing, Hand-Guided Lagging Hammer Whaling Bracing; Crushed Stone Yards and Gravel and Sand Pit Laborers and all other similar plants; Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and all structures, with use of cutting or wrecking tools, burning or cutting, breaking away, cleaning and removal of all masonry, wood or metal fixtures for salvage or scrap, All hooking,

unhooking, signaling of materials for salvage or scrap removed by crane or derrick; Digging under streets, roadways, aprons or other paved surfaces; Chuck Tender, Outside Nipper; Dry-packing of concrete (plugging and filling of she-bolt holes); Excavation, Preparation of street ways and bridges; Fence and/or Guardrail Erector: Dismantling and/or re-installation of all fence; Finegrader; Firewatcher; Flagman (Coning, preparing, establishing and removing portable roadway barricade devices); Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site; Garbage and Debris Handlers and Cleaners; Gas, Pneumatic, and Electric Tools, not listed Group 1 (except Rototiller); General Clean-up: sweeping, cleaning, washdown, wiping of construction facility, and equipment (other than "Light Clean-up" [Janitorial] Laborer); General Excavation and Grading (all labor connected therewith); Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers, foundations and holes, and all other construction; General Laborer; Ground and Soil Treatment Work (Pest Control); Junk Yard Laborers (same as Salvage Yard); Landscape Nursery Laborers; Laser Beam "Target Man" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterponds, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signalling from truck, conveyance or stockpile; Material Yard Laborers; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches); Plasterer Laborer (including Hod Carrier); Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Removal of surplus material; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Sandblasting (Pot Tender): Hoses and pots or markers; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction

trades crafts; Scaffolds: (Specially designed by carpenters) laborers shall tend said carpenter on erection and dismantling thereof, preparation for foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; Sheet piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalers; Sign Erector (subdivision traffic, regulatory, and street-name signs); Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttle Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor such as filling sand bags; Stripper (Asphalt, Concrete or other Paved Surfaces); Tagging and Signaling of all building materials into high-rise units; Tool Room Attendant (Job Site); Traffic Delineating Device Applicator; Underpinning, lagging, bracing, propping and shoring, loading, signaling, right-of-way clearance along the route of movement, The clearance of new site, excavation of foundation when moving a house or structure from old site to new site; Utilities employees; Water Man; Waterscape/Hardscape Laborers; Wire Mesh Pulling (all concrete pouring operations); Wrecking, stripping, dismantling and handling concrete forms an false work.

 LABO0368-002 09/03/2012

	Rates	Fringes
Landscape & Irrigation		
Laborers		
GROUP 1.....	\$ 22.15	8.99
GROUP 2.....	\$ 22.65	8.99
GROUP 3.....	\$ 18.65	8.99

LABORERS CLASSIFICATIONS

GROUP 1: Installation of non-potable permanent or temporary irrigation water systems performed for the purposes of Landscaping and Irrigation architectural horticultural work; the installation of drinking fountains and permanent or temporary irrigation systems using potable water for Landscaping and Irrigation architectural horticultural purposes only. This work includes (a) the installation of all heads, risers, valves, valve boxes, vacuum breakers (pressure and non-pressure), low voltage electrical lines and, provided such work involves electrical wiring that will carry 24 volts or less, the installation of sensors, master control panels, display boards, junction boxes, conductors, including all other components for controllers, (b) and metallic (copper, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe including all work incidental thereto, i.e., unloading, handling and distribution of all pipes fittings, tools, materials and equipment, (c) all soldering work in connection with the

above whether done by torch, soldering iron, or other means; (d) tie-in to main lines, thrust blocks (both precast and poured in place), pipe hangers and supports incidental to installation of the entire irrigation system, (e) making of pressure tests, start-up testing, flushing, purging, water balancing, placing into operation all irrigation equipment, fixtures and appurtenances installed under this agreement, and (f) the fabrication, replacement, repair and servicing of landscaping and irrigation systems. Operation of hand-held gas, air, electric, or self-powered tools and equipment used in the performance of Landscape and Irrigation work in connection with architectural horticulture; Choke-setting, signaling, and rigging for equipment operators on job-site in the performance of such Landscaping and Irrigation work; Concrete work (wet or dry) performed in connection with such Landscaping and Irrigation work. This work shall also include the setting of rock, stone, or riprap in connection with such Landscape, Waterscape, Rockscape, and Irrigation work; Grubbing, pick and shovel excavation, and hand rolling or tamping in connection with the performance of such Landscaping and Irrigation work; Sprigging, handseeding, and planting of trees, shrubs, ground covers, and other plantings and the performance of all types of gardening and horticultural work relating to said planting; Operation of flat bed trucks (up to and including 2 1/2 tons).:

GROUP 2. Layout of irrigation and other non-potable irrigation water systems and the layout of drinking fountains and other potable irrigation water systems in connection with such Landscaping and Irrigation work. This includes the layout of all heads, risers, valves, valve boxes, vacuum breakers, low voltage electrical lines, hydraulic and electrical controllers, and metallic (coppers, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe. This work also includes the reading and interpretation of plans and specifications in connection with the layout of Landscaping, Rockscape, Waterscape, and Irrigation work; Operation of Hydro-Mulching machines (sprayman and driver), Drillers, Trenchers (riding type, Davis T-66, and similar) and fork lifts used in connection with the performance of such Landscaping and Irrigation work; Tree climbers and chain saw tree trimmers, Sporadic operation (when used in connection with Landscaping, Rockscape, Waterscape, and Irrigation work) of Skid-Steer Loaders (Bobcat and similar), Cranes (Bantam, Grove, and similar), Hoptos, Backhoes, Loaders, Rollers, and Dozers (Case, John Deere, and similar), Water Trucks, Trucks requiring a State of Hawaii Public Utilities Commission Type 5 and/or type 7 license, sit-down type and "gang" mowers, and other self-propelled, sit-down operated machines not listed under Landscape & Irrigation Maintenance Laborer; Chemical spraying using self-propelled power spraying equipment (200 gallon capacity or more).

GROUP 3: Maintenance of trees, shrubs, ground covers, lawns

and other planted areas, including the replanting of trees, shrubs, ground covers, and other plantings that did not "take" or which are damaged; provided, however, that re-planting that requires the use of equipment, machinery, or power tools shall be paid for at the rate of pay specified under Landscape and Irrigation Laborer, Group 1; Raking, mowing, trimming, and runing, including the use of "weed eaters", hedge trimmers, vacuums, blowers, and other hand-held gas, air, electric, or self-powered tools, and the operation of lawn mowers (Note: The operation of sit-down type and "gang" mowers shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer, Group 2); Guywiring, staking, propping, and supporting trees; Fertilizing, Chemical spraying using spray equipment with less than 200 gallon capacity, Maintaining irrigation and sprinkler systems, including the staking, clamping, and adjustment of risers, and the adjustment and/or replacement of sprinkler heads, (Note: the cleaning and gluing of pipe and fittings shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer(Group 1); Watering by hand or sprinkler system and the performance of other types of gardening, yardman, and horticultural-related work.

 LABO0368-003 09/03/2012

	Rates	Fringes
Underground Laborer		
GROUP 1.....	\$ 31.90	15.96
GROUP 2.....	\$ 33.40	15.96
GROUP 3.....	\$ 33.90	15.96
GROUP 4.....	\$ 34.90	15.96
GROUP 5.....	\$ 35.25	15.96
GROUP 6.....	\$ 35.50	15.96
GROUP 7.....	\$ 35.95	15.96

GROUP 1: Watchmen; Change House Attendant.

GROUP 2: Swamper; Brakeman; Bull Gang-Muckers, Trackmen; Dumpmen (any method); Concrete Crew (includes rodding and spreading); Grout Crew; Reboundmen

GROUP 3: Chucktenders and Cabletenders; Powderman (Prime House); Vibratorman, Pavement Breakers

GROUP 4: Miners - Tunnel (including top and bottom man on shaft and raise work); Timberman, Retimberman (wood or steel or substitute materials thereof); Blasters, Drillers, Powderman (in heading); Microtunnel Laborer; Headman; Cherry Pickerman (where car is lifted); Nipper; Grout Gunmen; Grout Pumpman & Potman; Gunite, Shotcrete Gunmen & Potmen; Concrete Finisher (in tunnel); Concrete Screed Man; Bit Grinder; Steel Form Raisers & Setters; High Pressure Nozzleman; Nozzleman (on slick line); Sandblaster-Potman (combination work assignment interchangeable); Tugger

GROUP 5: Shaft Work & Raise (below actual or excavated ground

level); Diamond Driller; Gunite or Shotcrete Nozzleman;
Rodman; Groundman

GROUP 6: Shifter

GROUP 7: Shifter (Shaft Work & Raiser)

PAIN1791-001 07/01/2012

	Rates	Fringes
Painters:		
Brush.....	\$ 34.10	25.35
Sandblaster; Spray.....	\$ 34.10	25.35

PAIN1889-001 07/01/2012

	Rates	Fringes
Glaziers.....	\$ 32.65	25.27

PAIN1926-001 02/26/2012

	Rates	Fringes
Soft Floor Layers.....	\$ 28.89	21.46

PAIN1944-001 01/01/2012

	Rates	Fringes
Taper.....	\$ 40.00	16.90

PLAS0630-001 08/29/2011

	Rates	Fringes
PLASTERER.....	\$ 34.69	22.62

PLAS0630-002 08/29/2011

	Rates	Fringes
Cement Masons:		
Cement Masons.....	\$ 33.85	22.62
Trowel Machine Operators....	\$ 34.00	22.62

PLUM0675-001 07/01/2012

	Rates	Fringes
Plumber, Pipefitter, Steamfitter & Sprinkler Fitter...	\$ 37.10	22.86

ROOF0221-001 09/25/2011

	Rates	Fringes
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Roofers (Including Built Up,
Composition and Single Ply).....\$ 36.10 16.33

SHEE0293-001 09/02/2012

	Rates	Fringes
Sheet metal worker.....	\$ 36.10	22.21

SUHI1997-002 09/15/1997

	Rates	Fringes
Drapery Installer.....	\$ 13.60	1.20
FENCE ERECTOR (Chain Link Fence).....	\$ 9.33	1.65

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

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The
first four letters , PLUM, indicate the international union and
the four-digit number, 0198, that follows indicates the local
union number or district council number where applicable ,
i.e., Plumbers Local 0198. The next number, 005 in the
example, is an internal number used in processing the wage
determination. The date, 07/01/2011, following these
characters is the effective date of the most current
negotiated rate/collective bargaining agreement which would be

July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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.

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END OF GENERAL DECISION

DOCUMENT 00801

SPECIAL CONTRACT REQUIREMENTS

1.1 FURNITURE, FIXTURES, AND EQUIPMENT (FF&E) PACKAGE

FF&E Package: Provide a fully usable and complete facility to include a FF&E movable furnishings package from Government Supply Sources according to the Federal Acquisition Regulations. The FF&E is described in Section 01 30 01.00 22, Design, Procurement and Installation of Furniture, Fixtures and Equipment. The NAVSUP Blanket Purchase Agreements (BPA) shall be used whenever possible.

1.1 Authorization

The Government will provide separate funding for procurement of the FF&E package. Construction funds will not be used. The FF&E Package must include shipping, freight, handling, installation and the HAR percentage as applied to the final FF&E total cost. Upon receipt of required funding, the Contractor shall be authorized by the Contracting Officer as an Option modification to the contract to procure all FF&E using predominately negotiated Federal contracts. The amount of the modification will be the actual cost of these items from the Federal price schedules or NAVSUP BPAs, including any freight and installation charges from the furniture supplier as well as the contractor's FF&E Handling and Administration Rate (HAR). The HAR includes all of the prime contractor's effort related to storage, coordination, handling, administration of subcontractors, and all other associated costs and profit for the procurement of FF&E. The prime contractor will propose the FF&E HAR as a part of its proposal in response to the solicitation. The contractor's proposed HAR may not exceed 5% of the total FF&E costs, as noted on the price schedule. No other charges, expenses, fees, markups, etc will be authorized.

The Contractor shall provide the FF&E exactly as specified and approved.

The Contractor will receive a letter of authorization from the Contracting Officer citing the name of the furniture dealer and other information to use when accessing the government supply sources. FF&E items are subject to the Buy American Act.

1.2 PURCHASE AND INSTALLATION

The Contractor shall coordinate the building completion date with the installation dealer specified in the FF&E Package. The Contractor or contractor's representative is responsible for the following: issuing purchase orders, receiving acknowledgements, sending copies of purchase orders to the installation dealer(s) specified in the FF&E package, and providing necessary deposits to furniture manufacturers.

The FF&E installation dealer(s) is responsible for the following: Receiving and installing all FF&E specified in the FF&E package, coordinating delivery and installation with the Contractor, inspecting for damage, providing delivery receipts to the Contractor, filing necessary freight claims, hanging artwork, bulletin boards, etc., removing packaging material, cleaning up the site upon completion, and adhering to Contractor's safety requirements.

1.3 Use of GSA Schedules and Blanket Purchase Agreements (BPAs)

The prime contractor or FF&E dealer will be authorized to purchase supplies or services from the Navy Furniture BPAs for FF&E requirements, under the terms of the contract. The Contractor will receive a letter of authorization from the Contracting Officer citing the name of the furniture dealer and other information to use when accessing the government supply sources or BPAs.

1.4 Deposits

The Contractor should anticipate providing a deposit of between 30% to 50% of the furniture costs when placing their order.

The Contractor shall also anticipate possible manufacturer price increases. Recommend ordering FF&E product once funds are received to avoid incurring additional costs. Delayed production and delivery dates can be noted at the time of order placement to coincide with building completion dates. Any costs incurred due to manufacturer price increases will be the burden of the Contractor.

1.5 Sales Tax

Exemptions for certain State or Local taxes may be available to the contractor and/or its subcontractors. The contractor shall take maximum advantage of all exemptions, including obtaining a resale permit, from State and Local taxation authorities whether available to it directly or available to the contractor based on an exemption afforded the government. The responsibility for paying applicable taxes rests with the contractor. State and local taxes applicable to the FF&E line will be included with the subcontractor's quote, if applicable. Any items purchased as building materials such as carpet are taxable.

1.6 Bonds

FF&E line item is not considered construction and the prime contractor shall not be required to secure any additional bond for the award of the FF&E line item unless otherwise indicated in the RFP. If any additional bond is required for the FF&E line item it is to be included in the prime contractor's FF&E HAR.

1.7 Buy American Act

All supplies under the FF&E line item are subject to the Buy American Act. The GSA contracts and NAVSUP Blanket Purchase Agreements are required to comply with the Buy American Act.

1.8 Small Business Requirements

The FF&E is subject to the Contractor's Small Business Goals however the government requires the furniture be purchased from NAVSUP Blanket Purchase Agreements (BPA). Most manufacturers on the Office Furniture BPA are large business and most manufacturers on the Dorm and Quarters BPA are small business. Installation dealers are small business. Under the terms of the BPA, the FF&E must be ordered directly through the GSA manufacturer. Using pass-through companies to achieve Small Business Goals will not provide the Contractor credit unless they manufacturer 20% or provide 50% of the service purchased. The government will not incur additional costs to use small business.

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