

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N33191-16-R-0601	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 07-Jun-2016	PAGE OF PAGES 1 OF 132
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
-----------------	-------------------------------------	----------------

7. ISSUED BY NAVFAC EUROPE AFRICA SOUTHWEST ASIA PSC 817 BOX 51 FPO AE 09622-0051  TEL: 39 081 568 7750	CODE N33191  FAX: 39 081 568 7750	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> ROICC SOUDA BAY PSC 814 BOX 11 FPO AE 09865  TEL: 30-28210 21622	CODE N33191  FAX: 30-28210-21830
--	--	---	---

9. FOR INFORMATION CALL:	A. NAME LINDSAY BAKER	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 314-266-1548
--------------------------	--------------------------	--

**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):*

Job Order Contract (JOC)  
NSA Souda Bay, Crete, Greece

THIS ACQUISITION IS BEING SOLICITED INVITING FULL AND OPEN COMPETITION

THE NAICS CODE FOR THIS PROCUREMENT IS 236220

SEED PROJECT: WATER MAIN REPAIRS

SITE VISIT: A SITE VISIT WILL BE SCHEDULED FOR THE SEED PROJECT. SEE SECTION L OF THIS SOLICITATION FOR DETAILED INFORMATION.

PPI DEADLINE: PRE PROPOSAL INQUIRIES (PPI) MUST BE SUBMITTED USING THE TEMPLATE PROVIDED. PPIs MUST BE SUBMITTED NO LATER THAN 10 CALENDAR DAYS PRIOR TO THE PROPOSAL DUE DATE.

PROPOSAL DUE DATE: 14:00 EASTERN EUROPEAN TIME (EET) ON FRIDAY JULY 8, 2016.

11. The Contractor shall begin performance within 15 calendar days and complete it within \_\_\_\_\_ calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. *(See \_\_\_\_\_.)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 15
--	--------------------------

13. ADDITIONAL SOLICITATION REQUIREMENTS:

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

B. An offer guarantee  is,  is not required.

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

D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.



Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year - FFP/IDIQ FFP Fixed Price Indefinite Delivery-Indefinite Quantity (IDIQ) Job Order contract, U. S. Naval Support Activity Souda Bay, Crete, Greece. This IDIQ contract has pre-established price coefficients. The actual amount of work to be performed and the time of such performance will be determined by the Contracting Officer, who will issue Task Orders. FOB: Destination	20,000,000	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Option Period One - FFP/IDIQ FFP Fixed Price Indefinite Delivery-Indefinite Quantity (IDIQ) Job Order contract, U. S. Naval Support Activity Souda Bay, Crete, Greece. This IDIQ contract has pre-established price coefficients. The actual amount of work to be performed and the time of such performance will be determined by the Contracting Officer, who will issue Task Orders. FOB: Destination		Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Option Period Two - FFP/IDIQ FFP Fixed Price Indefinite Delivery-Indefinite Quantity (IDIQ) Job Order contract, U. S. Naval Support Activity Souda Bay, Crete, Greece. This IDIQ contract has pre-established price coefficients. The actual amount of work to be performed and the time of such performance will be determined by the Contracting Officer, who will issue Task Orders. FOB: Destination		Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Option Period Three - FFP/IDIQ FFP Fixed Price Indefinite Delivery-Indefinite Quantity (IDIQ) Job Order contract, U. S. Naval Support Activity Souda Bay, Crete, Greece. This IDIQ contract has pre-established price coefficients. The actual amount of work to be performed and the time of such performance will be determined by the Contracting Officer, who will issue Task Orders. FOB: Destination		Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Option Period Four - FFP/IDIQ FFP Fixed Price Indefinite Delivery-Indefinite Quantity (IDIQ) Job Order contract, U. S. Naval Support Activity Souda Bay, Crete, Greece. This IDIQ contract has pre-established price coefficients. The actual amount of work to be performed and the time of such performance will be determined by the Contracting Officer, who will issue Task Orders. FOB: Destination		Each		

---

NET AMT

**SECTION B**  
**PART I - THE SCHEDULE**

**SECTION B: SUPPLIES OR SERVICES AND PRICES**

**TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>TITLE</u>
B.1	DESCRIPTION
B.2	SERVICES AND PRICES
B.3	CONTRACTOR PHASE-IN
B.4	CONTRACTOR PHASE-OUT
B.5	CONTRACT MINIMUM GUARANTEE, MINIMUM/MAXIMUM QUANTITY & CONTRACT VALUE
B.6	TASK ORDERS
B.7	MODIFICATIONS
B.8	PARTNERING

**B.1 DESCRIPTION**

The intention of this solicitation is to obtain construction, alteration, and repair of real property (industrial, commercial) and utilities by means of a Firm Fixed Price (FFP) Indefinite Delivery-Indefinite Quantity (IDIQ) Job Order Contract (JOC). The performance of work is located at Naval Support Activity, Souda Bay, Crete, Greece. The contract provides for a base period of twelve (12) months and up to four (4) additional option periods for a total contract period of sixty (60) months to be exercised at the discretion of the Government. Delivery or performance periods shall be specified in individual task orders.

The maximum dollar value of this contract is Not to Exceed (NTE) \$20,000,000.00 over the base period of twelve (12) months and four (4) additional option periods, whichever comes first. The Government does not guarantee award of option periods. The Government reserves the right to award whole or partial option periods.

The term "Contractor" as used herein refers to both the Prime Contractor and any Subcontractors. The Prime Contractor is solely responsible for ensuring all Subcontractors comply with all terms of this contract.

## **B.2 SERVICES AND PRICES**

The Contractor shall perform all functions in accordance with the scope of work contained in individual Task Orders under this contract. Section B and C instructions shall be applicable to all projects issued under this contract.

Projects are issued as Firm-Fixed Price Task Orders. The Task Order amount is derived by identifying the appropriate bare cost line items in the Unit Price Book (UPB) (See Section C.9) necessary to satisfy the technical specification and requirements of the project. The appropriate Coefficient (See Section C.6, 7, & 8) is then applied to arrive at the total Task Order amount.

The U.S. Government and contractors performing work for the U.S. Government are exempt from paying Value Added Taxes (VAT). Your prices and invoices are to exclude VAT.

## **B.3 CONTRACTOR PHASE-IN**

### **B.3.1 Performance Requirement**

The services provided by this contract are vital to the Government's overall effort, and continuity must be maintained at a consistently high level without interruptions. The Contractor is expected to meet full performance requirements from the start date of the contract. The Contractor shall receive and respond to Requests for Proposals, prepare estimates, receive and respond to task orders, and order material and prepare schedules for indefinite quantity work where the actual performance will begin after the contract start date.

### **B.3.2 Phase-In Plan**

The contractor's phase-in plan shall be submitted in their technical proposal.

## **B.4 CONTRACTOR PHASE-OUT**

### **B.9.1 Phase-Out Plan**

The contractor's phase-out plan shall be submitted in their technical proposal.

## **B.5 CONTRACT MINIMUM GUARANTEE, MINIMUM/MAXIMUM QUANTITY & CONTRACT VALUE**

### **B.5.1 Guaranteed Minimum**

The guaranteed minimum dollar value of work which will be required under this contract, and which will be initiated by one or more task orders, will not be less than \$2,500.00 and will be met with the award of the seed project. This guaranteed minimum will be awarded in the base year only and not in the subsequent option years.

### **B.5.2 Minimum/Maximum Quantity & Contract Value**

Projects will vary in size from approximately \$2,500 to \$2,000,000. If the Government's requirements for services set forth in the solicitation do not result in task orders in the amount described as "maximum", the event shall not constitute the basis for an equitable price adjustment under this contract.

### **B.5.3 Contract Value**

The maximum dollar value of the contract is \$20,000,000.00 over the base period of twelve (12) months and four (4) additional option periods, whichever comes first.

### **B.6 TASK ORDERS**

A task order is a document (DD Form 1155) prepared by the Contracting Officer that is issued to the Contractor and unilaterally orders work to be performed. Task Orders will be issued as necessary and may be modified on Standard Form-30 (SF-30). The minimum quantity and order value for each Task Order issued shall not be less than \$2,500.00. The maximum quantity and order value for each Task Order issued shall not exceed \$2,000,000.00 (Smaller and larger projects will also be considered on an exceptions basis).

Information pertaining to the current JOC is listed below.

Contract Number: N33191-12-D-0628

Contractor: TSONTOS, MICHAEL M., S.A.

1, EF.POLEMISTON STREET  
CHANIA, Crete, Greece 73135

Contract Award amount: \$30,000,000

Current Contract value: \$25,371,970.98

### **B.7 MODIFICATIONS**

Proposals for modifications shall be priced the same way as the work on the Task Orders using the formats and coefficients established in the contract. In the event that a deductive modification is negotiated, the basis for pricing shall be the same as submitted under the original proposal.

### **B.8 PARTNERING**

To most effectively accomplish this contract, the Government requires the formation of a cohesive partnership with the Contractor and its subcontractors. Key members of the JOC and Subcontractor(s) teams, including senior management, must participate. The partnership will draw on the strength of each organization in an effort to achieve a quality project done right the first time, within the budget, on schedule, and without any safety mishaps. This level of partnering discusses partnering concepts and benefits. The Initial Partnering Session shall be scheduled for the duration of one (1) day, at minimum. It may take place concurrently with the Pre-Construction Conference (See Section C.15.1). The senior Government representative and senior Contractor representative present will jointly host the partnering sessions. The partners will determine the frequency of the follow-on sessions to include a minimum of one annual follow-on Partnering session per option period. Partnering sessions should be held at or near the location of the activity contracting office. The participants shall bear their own costs for meals, lodging, and transportation associated with partnering.

## Section C - Descriptions and Specifications

SECTION C

## PART I - THE SCHEDULE

## SECTION C: DESCRIPTION/SPECIFICATION/WORK STATEMENT

## TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>TITLE</u>
C.1	GENERAL SCOPE OF WORK
C.2	DESCRIPTION OF WORK
C.3	MANAGEMENT AND ADMINISTRATION
C.4	CONTRACTOR KEY PERSONNEL & EMPLOYEE REQUIREMENTS
C.5	OFFERS
C.6	COEFFICIENT FACTORS
C.7	PRE-PRICED COEFFICIENT FACTORS
C.8	NON-PREPRICED COEFFICIENT FACTORS
C.9	UNIT PRICE BOOK (UPB)
C.10	ORDERING OF WORK & PREPARATION OF PROPOSAL
C.11	TIME FOR SUBMISSION OF PROPOSAL
C.12	REVIEW OF PROPOSAL
C.13	ISSUANCE OF TASK ORDER
C.14	PERFORMANCE GUARANTEE OR BOND REQUIREMENTS
C.15	EXECUTION OF WORK
C.16	WORK RESTRICTIONS
C.17	SCHEDULE
C.18	ACCIDENT PREVENTION
C.19	ENVIRONMENTAL PROTECTION PLAN
C.20	ENVIRONMENTAL MANAGEMENT SYSTEM

## C. 1 GENERAL SCOPE OF WORK

This is a Firm-Fixed Price (FFP) Indefinite Delivery-Indefinite Quantity (IDIQ) Job Order Contract (JOC) for construction, repair, and alteration projects. The performance of work is located at U.S. Naval Support Activity, Souda Bay, Crete, Greece. Exact locations of project sites, which refer to the location on the base where the actual construction is accomplished under a specific Task Order and are also referred to as the construction site, shall be identified on each task order. Performance requirements and standards will be provided in individual Task Orders. The Contractor is required to comply with all applicable federal, state, and local laws and regulations.

## C.2 DESCRIPTION OF WORK

**C.2.1** Work under this contract shall be determined by individual Firm Fixed Price (FFP) Task Orders predicated on a performance-based scope of work. The typical project is expected to be in the \$2,500.00 to \$2,000,000.00 range (smaller and larger projects will also be considered on an exception basis). The Contractor may be required to provide narratives, sketches, material catalog cuts, and quantity take-offs with each Task Order proposal to ensure common understanding.

**C.2.2** Except where otherwise stated, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to perform renovations, repairs, maintenance, replacements, alterations, demolitions, and NAVFAC construction category II, III, and IV tasks under this Firm Fixed Price job order contract (JOC). It is anticipated that the majority of work will be NAVFAC construction category III and IV. NAVFAC construction categories are explained in a following subparagraph. Work will be performed within the NAVFAC EURAFSWA geographic area of responsibility which supports Naval Support Activity (NSA) Souda Bay, Greece. This includes the main installation at NSA Souda Bay and noncontiguous areas at Marathi Pier, Malaxa Site, NAMFI Barracks, as well as any other Government location within the responsibility of PWD Souda Bay.

### C.2.2.1 Construction Work Categories

The Contractor is required to understand and comply with all local environmental or usage permit requirements, and shall, at no additional expense to the Government, obtain all appointments, licenses, and permits required to perform work under this contract. Evidence of such permits and licenses shall be provided to the Contracting Officer before work commences and at other times as requested by the Contracting Officer.

Category II construction services are primarily composed of projects with designs which have a limited number of disciplines. These projects may have substantial financial, schedule, and/or life safety risk. Local environmental or usage permits may be required. Building and/or site approvals are required. Projects are for renovations and/or some new construction. Design is obtained through the Designer of Record, which include routine designs, plans, and limited specifications (supplemented by contractor furnished shop drawings and submittals), and site investigation or studies. These projects may be for installation, replacement or repair of equipment/systems that incorporate conventional technology. Examples of typical Category II work include: fire protect alarm installation or replacement; pedestrian bridges; pre-engineered buildings with utilities; conversion of space; dredging; electrical standby generator systems, energy projects for single EMCS system; erosion control; exterior electrical distribution, security fences for ATRF; installation or replacement of fire protection systems; reinforced foundations; replacement or upgrades of HVAC systems > 5 tons; multi-story plumbing; residential housing; road

construction; runway or taxiway lighting; traffic signals; storm drainage; sports fields; fire protection sprinklers; utility upgrades; and inspection, maintenance, and repair of waterfront facilities.

Category III construction services are primarily composed of minor renovation or repair. No permits are required unless specifically requested in the Task Order; however, the Contractor shall comply with all applicable local laws. Building and/or site approvals are not required.

There are no plans and specifications; work is developed from a scope of work supplemented by professional engineering staff as needed with sketches, catalog cuts, and/or narrative descriptions. Examples of typical Category III work include: fire protection alarm relocation; pre-engineering buildings (>120 sf) with no utilities; installation of pre-fabricated carports; replacement of conveyors; non-structural demolition; overhead door repair/replacement (>100 sf); replacement of non-load bearing wall; exterior insulation finish system; HVAC package units (<5 tons, ground level); paving, asphalt overlay, large repair; sprinkler head, fire protection relocation/replacement (<21); roof replacement, structural repair in-kind; stairs, interior or exterior, single flight pre-engineering; utilities – connecting to existing with provider consultation; walls partition, no ingress/egress issues, no utilities; and window installation on non-load bearing walls.

Category IV construction services includes work without permits and built from client requirements. There is no structural, electrical (primary distribution system), mechanical (HVAC), fire protection, intrusion detection, anti-terrorism force protection, or hazardous abatement. It may include replacement or repair of fixtures, hardware, and finishes. Examples of typical Category IV work include protective bollards (not on piers or for ATRFP purposes); pre-engineered buildings (<120 sf) with no utilities; parking lot bumpers; pre-engineered bus stop with no utilities; floor cabinet installation; wall cabinets; cable TV receptacles; floor carpet replacement/installation; laminate countertop installation; solid surface countertop; under sink waste disposer installation; overhead garage door replacement (<100 sf); replacement of personnel doors (non-fire rated doors in non-fire rated walls); asphalt repair or replacement; concrete driveway repair or replacement; dumpster enclosure; ceiling fan replacement; exhaust fan replacement; lighting fixture replacement; plumbing fixture replacement; ceramic floor tile; hardwood and vinyl floor; garage door electric openers; GFCI electrical receptacles; gutters and downspouts; disabled ramps at curbs; handrail/guardrail replacement; replacing door hardware; replacing window hardware; baseboard electric heater replacement; duct installation; pipe installation; wall installation (non-load bearing); landscape sprinkler system; landscaping (<5,000 sf); installing wall mirrors; installing motion detectors; exterior painting (no lead paint removal); interior painting (no lead paint removal); concrete or synthetic parking bumpers; parking lot striping; landscaping pavers; built-up roof repair (no structural); fiberglass roof shingle repair by replacement (no structural); standing seam metal roof repair (no structural); light duty shelving; concrete sidewalk; exterior vinyl siding; architectural signage; clearing and grubbing site preparation (<1 acre); roof skylight; solar lighting; wood exterior stair replacement; roof ventilator replacement; interior wall wainscot; ceramic tile wall; vinyl base wall; vinyl covering wall; film tint windows; window replacement (non-load bearing); storm windows.

**C.2.3** All work performed shall conform to the Naval Facilities Engineering Command (NAVFAC) Guide Specifications, standard industry work practices, and the provisions of this contract. Unless otherwise directed by the Contracting Officer or his/her designated representative, all work shall be performed in accordance with the current National Electrical Code, National Fire Code, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code and Uniform Facilities Criteria. These Codes take precedence over all other direction that may be provided herein or with individual Task Orders.

**C.2.4** Preparation of Contractor proposals and Task Order performance shall require managing and coordinating of numerous projects simultaneously. All costs associated with preparing proposals shall be the responsibility of the Contractor. The Contractor shall provide quality control in strict accordance with requirements of this contract.

**C.2.5** Contractor shall maintain accurate and complete records, files and documents to include state and local laws, ordinances, rules and regulations and manufacturers' instructions and recommendations which are necessary and related to the work.

**C.2.6** Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.

### **C.3 MANAGEMENT AND ADMINISTRATION**

#### **C.3.1 Permits and Licenses**

The Contractor shall obtain all required permits, licenses, and authorizations to perform work under each task order and comply with all the applicable Federal, state and local laws and regulations. Individual permit requirements will be identified in individual Task Orders.

#### **C.3.2 Directives, Instructions and References**

Applicable Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other directives, instructions, and references may be provided in individual Task Orders. Additional requirements specific to the individual Task Order may incur a cost beyond the negotiated Coefficient. Such costs are to be presented in the proposal and considered in negotiations of the Task Order price.

#### **C.3.3 Government Furnished Facilities, Equipment, Materials and Services**

In accordance with FAR 52.245, *Government Property*, and NAVFAC clause 5252.236-9305, *Government –Furnished Property, Materials and Services*, the Government will furnish water and electricity at existing outlets required for the work to be performed under the contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the Contracting Officer. The Contractor shall provide and maintain, at its expense, the necessary service lines from the existing Government outlets to the work site and provide and maintain backflow prevention devices on connections to domestic water lines and electrical transformer provisions on connections to electric lines. Meet all Federal, State, local, and activity codes and regulations for backflow prevention devices and electrical transformer provisions. Services required by the Contractor, for which there are no available Government outlets, shall be provided by the Contractor at no cost to the Government.

1. Facilities. The Government may furnish facilities in the form of Job Site Laydown Areas for use in each Task Order. All job site laydown areas are dependent upon Task Order size and location of work. There will be no administrative space provide for the contractor on NSA Souda Bay.
2. Material and Equipment. Infrequently the Government may provide materials or equipment to be installed by the Contractor. The labor and material costs necessary for the installation will be considered non-pre-priced items as described herein.
  - a.) The Contractor, with his/her own forces, shall transport all Government-furnished equipment/materials described on the Task Order at his/her own expense. The equipment/materials will be transported from the Government storage area to the work site indicated on the Task Order.
  - b.) The Contractor assumes the risk and responsibility for the loss or damage to the Government-furnished property.

3. Availability of Utility Service. Pursuant to FAR 52.236-14, *Availability and Use of Utility Services* (APR 1984), Section I, reasonable amounts of water and electricity (at existing outlets) will be made available to the Contractor without charge, as soon as may be scheduled. The Contractor shall pay all costs incurred in connecting, converting and transferring the utilities from existing outlets to the work. The Contractor shall be responsible for making connections, providing transformer(s), etc., and making disconnection.
  - a.) Backflow Preventers: The Government Utilities Service Branch will provide all backflow preventers to the Contractor. The Contractor shall install them. The Government Utilities Service Branch will test all installed backflow preventers before the water service is turned on. Requirements and installations shall be in accordance with American Water Work Association (AWWA) Section C511 and M14, included in Attachment J.
  - b.) Utility Connections: All Utility Connections (backflow preventers, electrical, sewer, water, etc.) shall be in accordance with PWD SOPs, PWD-UTILITY-CONNECTION-01, included in Attachment J.
4. Liability and Government-Owned Property. The Contractor shall be held financially liable and responsible for any damage to Government property that is incurred due to his/her fault or negligence or the fault or negligence of his/her employees in the performance of this contract.

### **C.3.4 Contractor Furnished Items**

Except for items identified as Government Furnished, the Contractor shall provide all equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. The Contracting Officer or designated Government representative may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and PCBs shall not be brought on site. The Contracting Officer may at any time require Samples, Material Safety Data Sheets (MSDS) or Manufacturer's Data Cut Sheets of Materials used in this contract.

#### **C.3.4.1 Equipment**

Administrative supplies and equipment shall be furnished by the Contractor. Items of equipment necessary to perform work as required or ordered under this contract shall be furnished, maintained and operated by the Contractor. Equipment is subject to the inspection and approval of the Contracting Officer, prior to and during the life of the contract. All equipment and vehicles shall display readily visible Contractor identification markings.

Equipment is subject to the inspection and approval of the Administrative Contracting Officer, prior to and during the life of the contract. Upon request, the Contractor shall relocate stored Contractor-furnished equipment which may interfere with operations of the Government or with others on-site.

The Contractor shall cover equipment that is to remain in place within the area of contract operations and protect it against damage or loss. Equipment temporarily removed shall be protected, cleaned and replaced equal to its condition prior to starting work. Security for

equipment or material that is to be reused and is removed for temporary storage shall be the sole responsibility of the Contractor.

#### **C.3.4.2 Materials and Supplies**

Materials and supplies procured by the Contractor shall meet the specifications, standards, and manuals listed in the specifications. The Contracting Officer may require test data showing that any materials or supplies procured by the contractor meets the specifications. The Contracting Officer may at any time require samples of materials to be used in work performed under this contract. If the quality of an item is not specified, it shall be of acceptable industrial grade and quality, equal to or better than the manufacturer's original and will be compatible with existing systems. The Contractor shall protect and secure Contractor-furnished material stored at each applicable project worksite.

#### **C.3.4.3 Parts**

All replacement units, parts, components, and materials to be used in the maintenance, repair and alteration of facilities and equipment shall be new and compatible with the existing equipment on which it is to be used, and shall comply with applicable Government, commercial, or industrial standards such as Underwriter's Laboratories, Inc., and National Electrical Manufacturers Association.

If new parts are not available, the Contractor may request approval in writing from the Contracting Officer to use rebuilt parts. All parts whether new or rebuilt shall carry the full warranty required by this contract.

#### **C.3.4.4 Damage or Loss of Contractor's Supplies and Employee Property**

The Government does not assume any liability from fire, theft, accident, or any other cause resulting in damage or loss of Contractor supplies or employees property.

### **C.4 Management**

The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide a staff with the necessary management expertise to assure performance objectives and standards are met.

### **C.4 CONTRACTOR KEY PERSONNEL & EMPLOYEE REQUIREMENTS**

The Contractor shall confirm to the Contracting Officer the List of Key Personnel and their qualifications originally submitted as part of the proposal. The Contractor shall submit this confirmation within 15 calendar days of award of the contract. Other submittal requirements of this deliverable are posted in Section F – Deliveries or Performance. Any changes to key personnel shall be approved by the Contracting Officer. The Contractor will provide any additional information requested by the Contracting Officer to certify their qualifications.

Within 15 calendar days of contract award, the Contractor shall submit to the Contracting Officer a finalized Organizational Chart showing the lines of authority of the key personnel and on-site supervisor(s) for this contract. The chart shall include names of personnel and their position title in this contract. At a minimum, include the Contract Lead Project Manager (PM), Quality Control Manager (QCM), Site Safety and Health Officer (SSHO), and on-site supervisor(s) and who they will report directly to for this contract. The key personnel shall be revised as applicable for the contract.

Within 15 calendar days of contract award, the Contractor shall provide to the Contracting Officer the names and qualifications of responsible personnel authorized to act for the Contractor.

#### **C.4.1 Key Personnel**

##### **C.4.1.1 Lead Project Manager (PM)**

PM shall be responsible for overall execution of the Job Order Contract, coordinating the efforts of other Project Managers, assistant project managers, and superintendents to deliver exceptional results for government, and have signing authority to act on behalf of the Contractor for all contract matters. PM shall provide management oversight for all phases of the JOC contract. PM shall have a minimum of 5 years of experience assisting, managing, and supervising construction projects of similar and increasing complexity. The PM must have the ability to be productive on multiple projects simultaneously at different locations. Lead Project Manager shall be present on site, have the ability to coordinate numerous activities, possess good oral and written communications skills and be fluent and proficient in the English language.

##### **C.4.1.2 Quality Control Manager (QC)**

QC shall be an individual with a minimum of 10 years combined experience as a superintendent, inspector, QC Manager, project manager or construction manager with at least 5 of those years with exclusive QC Management experience on similar size and type construction contracts which included the major trades that are part of this contract. The individual must be familiar with the requirements of the EM 385-1-1 and have experience in the areas of hazard identification and safety compliance. The QC Manager must also coordinate the efforts of numerous quality control personnel assigned to various task orders. The QC Manager shall also possess good oral and written communication skills and be fluent and proficient in the English language. The Contract Quality Control Manager must also have completed the course entitled "Construction Quality Management for Contractors." The QC manager shall possess Environmental Compliance Awareness Training (ECATT) Certificate of Completion. (See additional information in Section H.6)

##### **C.4.1.3 Site Safety and Health Officer (SSHO)**

The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. SSHO shall perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The assignment of the SSHO does not relieve the Contractor from the regulatory requirements governing safety responsibility. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:

The SSHO shall have completed:

- 1.) five (5) years of satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past, and
- 2.) have completed the OSHA 30-hour construction safety class or equivalent within the last five years, and
- 3.) an average of at least 24 hours of safety training per year for the past five years, and
- 4.) possess Environmental Compliance Awareness Training (ECATT) Certificate of Completion.

The SSHO shall serve as the SSHO solely and may not assume any additional organizational role for the Contractor.

A SSHO or designated representative as identified in the Accident Prevention Plan/Activity Hazard Analysis (APP/AHA) and as deemed appropriate/equivalent to SSHO shall be on-site at all times when work is being performed.

If the SSHO is off-site for a period longer than 24 hours, an equally-qualified alternate SSHO must be provided and must fulfill the same roles and responsibilities as the primary SSHO. When the SSHO is temporarily (up to 24 hours) off-site, a Designated Representative (DR), as identified in the AHA may be used in lieu of an Alternate SSHO, and must be on the project site at all times when work is being performed. Note that the DR is a collateral duty safety position, with safety duties in addition to their full time occupation.

In addition to duties required in EM 385-1-1, perform the following:

- a.) Attend pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic progress meetings
- b.) Implement and enforce accepted APP s and AHAs.
- c.) Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. A list of unresolved safety and health deficiencies shall be posted on the safety bulletin board.
- d.) Ensure Subcontractor compliance with safety and health requirements.
- e.) Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Attach safety inspection logs to the daily production report.

Failure to actively apply an acceptable safety program will result in dismissal and a project work stoppage that will remain in effect pending approval of a suitable replacement.

#### **C.4.2 Employee Requirements**

The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety and environmental requirements associated with the work they perform.

The Contractor shall furnish sufficient, well-qualified, and competent personnel to perform all work specified herein. The Contractor shall submit to the Contracting Officer a roster of all employees entering Government property. This roster shall include the full name, aliases (if any) of each employee.

#### **C.4.3 Employee Appearance**

The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The Contracting Officer reserves the right to determine the acceptability of any clothing worn. Employee identification shall not be substituted for Installation required passes or badges.

#### **C.4.4 Employee Conduct**

Contractor employees and Subcontractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.

#### **C.4.5 Removal of Employees**

The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

#### **C.4.6 Additional Required Personnel**

##### **C.4.6.1 Task Order SSHO**

A Task Order SSHO is identified in the AHA and as deemed appropriate/equivalent to SSHO shall be onsite at all times when work is being performed. The site superintendent meeting the qualifications described below may perform the duties of Task Order SSHO. The Task Order SSHO shall meet the following requirements:

1. Journeyman Level experience in work being performed.
2. 30-hour OSHA construction safety class or equivalent within the last 5 years.
3. Competent person training as needed.
4. Successfully completed the Environmental Compliance Awareness Training (ECATT) Program.
5. In addition to duties required in EM 385-1-1, perform the following:
  - a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Attach safety inspection logs to the daily production report.
  - b. Implement and enforce accepted APP s and AHAs.
  - c. Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. A list of unresolved safety and health deficiencies shall be posted on the safety bulletin board.
  - d. Ensure Subcontractor compliance with safety and health requirements.

Failure to actively apply an acceptable safety program will result in dismissal of the Task Order SSHO and a project work stoppage that will remain in effect pending approval of a suitable replacement.

##### **C.4.6.2 Certified Safety Professional (CSP) and/or Certified Industrial Hygienist (CIH)**

Provide a Certified Safety Professional (CSP) and/or Certified Industrial Hygienist (CIH) at the work site to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor if required by specific Task Orders. When specifically required by a Task Order RFP, the costs for these CSP/CIH personnel shall be identified as a line item on the cost proposal. When required, the CSP and/or CIH shall be the safety and occupational health "competent person" as defined by USACE EM 385-1-1, *Safety and Health Requirements Manual*. The CSP and/or CIH shall have no other duties than safety and occupational health management, inspections, and/or industrial hygiene. As applicable, contractor shall submit qualifications for CSP/CIH personnel to the contracting officer within 15 calendar days of task order award.

##### **C.4.6.3 Competent Person for Confined Space Entry**

When confined spaces are identified in the Task Order Request for Proposal, the Contractor must provide a competent person to manage the confined space entry. This individual must meet the definition and requirements of Section 34 and Appendix Q of EM 385-1-1. Should the work involve marine operations that handle combustible or hazardous materials, this person shall be a NFPA certified marine chemist. This is a unique Task Order Requirement that shall be priced separately and is not to be included in the Contractor's Coefficient. As applicable, contractor shall

submit qualifications for personnel to the contracting officer within 15 calendar days of task order award.

**C.4.6.4 Crane Operators**

Crane operators shall meet the requirements in USACE EM 385-1-1, *Safety and Health Requirements Manual* Section 16 and Appendix G. In addition, for mobile cranes with Original Equipment Manufacturer (OEM) rated capacities of 2,000 pounds or greater, crane operators shall be designated as qualified by a source that qualifies crane operators (i.e., union, a Government agency, or an organization that tests and qualifies crane operators). Proof of Qualifications for Crane Operator(s) shall be provided. Other requirements of this deliverable are posted in Section F – Deliveries or Performance.

**C.5 OFFERS**

**C.5.1** Each Offeror submitting a proposal must submit the coefficient as a numeric expression. For example, a numeric expression is an expression described as 1.15. The coefficient may be carried up to two (2) decimal places only. Do not describe the coefficient as a percentage.

**C.5.2** Offerors shall submit a proposal for all the coefficients listed in the table below. The coefficients shall remain the same throughout the life of the contract. The coefficient shall reflect work to be completed during both normal and other than normal working hours. It is anticipated that most of the work performed will be during normal working hours. The contractor shall submit a cost breakdown supporting the proposed coefficients.

**C.6 COEFFICIENT FACTORS (Overview)**

Description	COEFFICIENT
<b>Pre-Priced (RS Means)</b>	
Material and Equipment Coefficient	
Labor Coefficient	
<b>NON Pre-Priced</b>	
Material and Equipment Coefficient	
Labor Coefficient	

**C.6.1** The coefficient factors are the Contractor’s multiplier for locality adjustment, sales taxes (if applicable), overhead, and profit. The coefficients also include any locality adjustments, sales taxes (if applicable), overhead, and profit for subcontractors hired by the JOC Contractor. No additional compensation for utilizing subcontractors will be paid by the Government. The Coefficient factors must include all costs—other than direct labor, material, and equipment, incurred in the performance of work—that cannot be charged to any specific work elements.

The contractor’s coefficient shall include costs for incidental engineering performed at the supplier level and be provided in the form of submittals and shop drawings. Contractor’s proposals shall include services for project development, including but not limited to surveys, soil borings, field investigations, review meetings, energy analysis, printing and shop drawing review.

The costs for preparation of Task Order proposals including scoping meetings shall be the responsibility of the Contractor and shall be included in the coefficient. Task Order proposal preparation is not reimbursable. Government requests for proposals shall not constitute an award or commitment.

**C.6.2** The coefficient factors will remain unchanged for the entire term of the contract, including option periods. Any anticipated year to year cost increases associated with the coefficient should be factored into the Offeror's coefficient bid.

**C.6.3** The following is a representative list of items that are indicative of, but not limited to those that the Contractor is expected to provide as part of normal overhead cost (and shall therefore be included in the offeror's coefficient factor).

- ... Prime Contractor's overhead and profit.
- ... Sub Contractor's overhead and profit.
- ... General and Administrative costs including, but not limited to the following: Salaries of personnel required to operate and manage the contract, information technology and computer equipment required to manage the contract, off base storage facilities, off base office costs, administrative supplies, office equipment, incidental engineering, job site supervision, vehicle operations and maintenance expenses and telephone charges.
- ... Disposition of waste materials.
- ... Daily and final site cleanup.
- ... Bond Premiums
- ... Insurances
- ... Base labor rate mark-ups (To include lodging, per diem, escalation, etc.)
- ... Mobilization and demobilization (Phase-in and Phase-out Costs)
- ... Scheduling & job planning
- ... Incidental engineering
- ... Incidental work associated with a line item, such as removing a man-hole cover, moving ceiling tiles, removing electrical panel board covers, etc.
- ... Company officers, site superintendents and support staff
- ... Quality control and inspections, to include costs associated with preparation and submittals, daily Quality Control Reports, etc.
- ... Supervision and Management for Safety Requirements
- ... Transportation (Costs for purchase of equipment and vehicles, maintenance, operations, fuel, inspection, etc.)
- ... Costs associated with utility scopes, facility protection, safety (personal protection equipment) and fire protection.
- ... Employee, Builder's Risk and Public Liability Insurance costs.
- ... Costs for purchase of equipment and vehicles; tools of the trade; customary small tools or equipment provided by the company or worker. (See Table C.6.3.2)
- ... Office equipment and supplies.
- ... Compliance with safety laws, regulations, and standards.
- ... Costs associated with compliance to security requirements
- ... Compliance with environmental laws (overhead (indirect)) costs associated with performing work in compliance with EPA/OSHA, and individual Installation regulations, including obtaining any necessary licenses and permits, Dig Permits, outages, reporting requirements, training, etc.)
- ... Employer's portion of taxes such as FICA, payroll taxes, unemployment compensation, and fringe benefits
- ... Differences in Federal and State Unemployment costs
- ... Work described in the contract that states the contractor shall perform at no additional cost to the Government
- ... All costs associated with computer hardware/software applications.
- ... All costs associated with computer hardware/software to enable electronic correspondence with the Government. Production of AutoCAD requirements and subscription to applicable Construction Criteria Base (CCB).

- ... Damaged Material, Waste and Excess Quantities associated with Completed-in-Place Construction Quantities. (All prices in R.S. MEANS Cost Data Books are for completed-in-place construction unless explicitly described otherwise. Waste or excess material quantities are incidental costs that are included within the contract coefficient unless explicitly stated otherwise. Quantities used on individual task order proposals shall be taken from field measurement, as appropriate, without allowance for waste.)
- ... The Contractor's risk factor.
- ... Submittal preparation & submission
- ... Permits and Licenses
- ... Escalation costs
- ... Costs associated with protecting existing equipment and areas from dust, over-spray, etc. Drop cloths, plastic sheeting, protective screening/barriers shall be included in the coefficients
- ... All costs associated with the R.S. Means requirements of this contract

### **C.6.3.1 UPB line items**

In addition to the aforementioned items, the following UPB line items are not allowed in the Contractor's estimate as unit price line items. Such line items shall be factored into the offeror's coefficient.

011131.20 Construction management fees  
 012116.50 Contingency allowances  
 012155.50 Job conditions allowance  
 012163.10 Taxes  
 013113.20 Field personnel  
 013113.30 Insurance  
 013110.40 Main office expense  
 013113.50 General Contractor's mark-up  
 013113.70 Overhead  
 013113.90 Performance bond  
 013213.50 Scheduling  
 015113.80 Temporary Utilities  
 015213.20 Field offices sheds and storage  
 015213.40 Field office expense  
 015409.50 Personnel protection equipment  
 015409.60 Safety nets

### **C.6.3.2 Tools and Equipment Table**

Contractor and sub-contractor are required to provide at no additional cost to the Government customary tools and equipment that apply to their various trades. These items are indicative of, but not limited to, those that the Contractor is expected to provide as part of normal overhead cost (and shall therefore be included in the offeror's coefficient factor).

Airlines (drop line)  
 All hand tools  
 Awl  
 Axes  
 Barricades, Safety  
 Barrier tape  
 Bolt cutters  
 Broom  
 Brushes  
 Cable cutters

Cable pullers/Hoist (hand held)  
Can Opener  
Caulking Gun  
Caulking/Yarning Irons  
Chain Saw  
Chisels  
Clamps  
Cleaning Equipment (hand held)  
Compressor (sized as required to run tools)  
Conduit bender  
Crow Bars  
Dividers  
Drift Pins  
Drill, pneumatic  
Drill, pneumatic bits (up to 1¼ dia.)  
Drill, Motors (hand held)  
Drill, Bits  
Drill, Hole Saw  
Drill, Rotary hammer (up to 1 ¼ dia.)  
Extension Cords  
Files (hand held)  
Fish tapes  
Flash Lights  
Floats (hand held)  
Gloves  
Groover, Pipe (hand held)  
Hacksaws  
Hammer, Jack  
Hammers, hand  
Hammers, chipping  
Hot Tap (hand held)  
HEPA Vacuum  
Industrial Vacuum  
Jack, Hydraulic (12 tons or less)  
Knives  
Ladders (step to 12' and extension to 24')  
Lead Pot and Ladle  
Levels  
Levels, Builders  
Level, laser  
Lighting, Temporary  
Miter Box  
Nail Gun, Pneumatic  
Nail Sets  
Paint Equipment  
Personal Protective Equipment  
Picks  
Planes, (hand held)  
Planes, Electric, (hand held)  
Pliers  
Plumb Bob  
Powder Actuated Fastening  
Pot Hook  
Punches

Rake  
 Rasps (files)  
 Reinforcing steel, Shear and Bender  
 Rivet Sets (Light, hand held)  
 Rollers-Flooring  
 Rulers  
 Safety Equipment (PPE)  
 Safety fencing (orange plastic)  
 Sanders (hand held)  
 Saws, Hand  
 Saws, Electric Hand, Circular  
 Saws, Electric Hand, Reciprocating  
 Saws, Backsaws and Miter Box  
 Saws, Power Miter Box  
 Saw Horses  
 Scaffolding  
 Scrapers (hand held)  
 Screws  
 Screw Drivers  
 Screw Drivers, Electric  
 Scribers  
 Shears (hand held)  
 Shovels  
 Signage  
 Sledgehammers  
 Squares  
 Staplers, Air/Hand Steel Framing Tools,  
 Lightweight Steel Framing  
 Tampers (hand held, non- powered)  
 Tape  
 Tapelines  
 Tarpaulins  
 Temporary lighting (min. 400 square feet)  
 Tin Snips  
 Torch, hand  
 Torch Igniters  
 Trash Receptacles  
 Trowels (non-powered, hand held)  
 Tool Boxes (personal)  
 Traffic cones  
 Tubing Cutters (hand held, non-powered)  
 Vacuum; wet/dry (5 gal)  
 Vehicles (up to 1.5 ton)  
 Vice  
 Volt Meter, volt/ohm meter  
 Wheel Barrow (non- powered)  
 Wire Strippers  
 Wrenches

## **C.7 PRE-PRICED COEFFICIENT FACTORS**

Items identified in Section C.6 shall be reflected in the Offeror's coefficients.

### **C.7.1 PRE-PRICED COEFFICIENT FACTOR FOR MATERIALS AND EQUIPMENT**

The Pre-Priced Coefficient Factor for Materials & Equipment is the multiplier applied to the bare cost materials and equipment line items listed in the UPB (Unit Price Book – See Section C.9).

### **C.7.2 PRE-PRICED COEFFICIENT FACTOR FOR LABOR**

The Pre-Priced Coefficient Factor for Pre-Priced Labor Line Items is the multiplier applied to the bare cost labor line items listed in the UPB (Unit Price Book – See Section C.9).

### **C.8 NON PRE-PRICED COEFFICIENT FACTORS**

Only when specific line items are not contained in the UPB, or have not been added as a pre-priced item via contract modification, may the Contractor use non pre-priced line items. Non pre-priced line items are shown in the Contractor's estimate as bare cost. Separate coefficients shall be applied to labor line items and materials & equipment line items in the same manner as discussed in Section C.7 for pre-priced line items. Items identified in Section C.6 shall be reflected in the Offeror's coefficients.

For non-pre-priced items, the contractor shall provide the following for each component or task required:

- ... Item Description
- ... Direct Labor Hours
- ... Labor Rate
- ... Crew Size and description of personnel
- ... Hourly fringe benefit rate for trade performing task
- ... Description of proposed material
- ... Number of units of material
- ... Cost per unit of material (direct bare costs only)
- ... Description of proposed equipment
- ... Time for which equipment will be required
- ... Rental rate for equipment (direct bare costs only)

Information submitted in support of non-pre-priced tasks shall include, but not be limited to, the following:

- a. Complete specifications and technical data, including task content, support drawings, task cost data, quality control and inspection requirements.
- b. Work schedule.
- c. Costing data shall include a cost analysis report, establishing the basis for selecting the approach proposed for accomplishment of the requirements. Unless otherwise directed by the Contracting Officer, costing data will be submitted demonstrating that the Contractor sought and received three quotes. The Contractor shall provide an installed unit price (or demolition price if appropriate) that shall include all costs required to accomplish the non-pre-priced task.
- d. The total extended price for the non-pre-priced task will be determined by multiplying the unit price by the quantity required. The price offered in the proposal will be determined by multiplying the total extended price by Contractor's non pre-priced coefficient adjustment factor.
- e. After a non-pre-priced item is used on three separate Task Orders, the unit price for such item will be established, following approval by the Contracting Officer, and fixed as a permanent pre-priced task that will no longer require price justification.

- f. The Contracting Officer's determination as to whether an item is a pre-priced task or a non-pre-priced shall be final, binding and conclusive as to the Contractor.

## **C.9 UNIT PRICE BOOK (UPB)**

The UPB is the Complete Cost Works R.S. Means Cost Data Set (Complete Library), to include the Cost Works Estimator. All R.S. Means unit prices include various actions/descriptions of work, etc., all as defined in the section "How to use the Book: The Details." For example, production rates shall be used for developing man-hours for both Pre-Priced and Non Pre-priced items. Labor cost break down include worker's breaks, materials, delivery to job site, travel, etc. The current year UPB in effect at time of award shall be used through December 31st of award year. Beginning January 1st, the next newly published edition will be used again through December 31st. This methodology shall apply for the entire term of the contract. Partial year price updates published by the R.S. Means are not allowed. R.S. Mean's unit price books are published by Reed Construction Data. More information may be obtained by visiting [www.rsmeans.com](http://www.rsmeans.com).

### **C.9.1 Computerized Pricing Guide**

The Contractor shall provide the Government with R.S. Means Cost estimating data including all necessary licenses for 5 users (3 online licenses, 5 CD software licenses, and 5 sets of books). The Contractor shall provide the annual replacements to the online licenses, software licenses, and books throughout the life of the contract. The software and books shall remain the property of the Government upon the completion of the contract.

The Contractor must purchase their own licenses for the databases annually and provide formal training for their own staff.

### **C.9.2 Program/Computer Training**

The Contractor shall provide R. S. Means training for the software and books identified within thirty days after the contract start date for all Government users. The Contractor shall also provide training within thirty days after the release of annual updates to the software and books for all Government users upon issuance of additional contract options. This may be rescheduled at the discretion of the Contracting Officer.

### **C.9.3. Bare Cost**

Only prices in the "Bare Labor, Bare Material, Bare Equipment and Bare Total," columns of the UPB are allowed. The "O&P" column is never used because the JOC uses a coefficient multiplier to cover those costs. Bare Cost is defined as the following:

Material bare cost is material with no overhead or profit included.

Equipment bare cost is equipment with no overhead and profit included.

Labor Bare Cost is the base wage rate. Labor bare cost does not include worker compensation insurance, unemployment cost, FICA, builder's risk insurance, public liability cost, employee fringe benefits, or overhead and profit. These costs should be factored in the Offerer's coefficient.

#### **C.9.4 Title Precedence**

For pre-priced items, the order of precedence for use of the R.S. MEANS cost data is as identified:

1. Facilities Construction Cost Data
2. Facilities Maintenance & Repair Cost Data
3. Assemblies Cost Data
4. Interior Cost Data
5. Mechanical Cost Data

### **C.10 ORDERING OF WORK & PREPARATION OF PROPOSAL**

**C.10.1** The Government will issue a Request for Proposal (RFP) for each proposed task order providing a scope of work and project magnitude (estimated cost range, See Section C.11.1). If, at any time during proposal preparation, the Contractor's estimate appears to be more than 10% of the Government cost range, the contractor shall stop proposal preparation and notify the Contracting Officer. If a requirement is cancelled prior to issuance of a task order, the contractor will not be compensated for their efforts.

**C.10.2** After receiving the Request for Proposal from the government, the Contractor shall identify the task and quantities required from the R.S. Means Unit Price Book for all pre-priced tasks. The Bare Cost unit price set forth in the R.S. Means Unit Price Book shall serve as the base price for the purpose of the operation of this provision. The Contractor's proposal shall include supporting documentation to indicate that adequate engineering and planning for the requirement has been done and that the tasks proposed are reasonable for the work to be performed. Documentation to be submitted with the proposal shall include as appropriate, but not be limited to: a detailed unit price estimate arranged in order according to the CSI format, Contractor prepared drawings, calculations, catalog cuts, specifications, architectural renderings; a preliminary schedule indicating mobilization, submittals, material lead times, performance, phasing, etc., the Government may duplicate, use, and disclose in any manner and for any purpose such documentation delivered under this contract. Product submittals and cut sheets presented in proposals do not constitute acceptance of materials by government.

**C.10.3** Non-pre-priced tasks, if any, shall be separately identified and submitted in the proposal as outlined in Section C.8. The Means Cost Data software/books are to be used for pricing of all materials and services, unless the material or services are not contained in the Means Cost Data books. Only when a specific material or task is not contained in the Means Cost Data, or has not been added to the pre-priced list via modification, the Contractor may use the non-pre-priced tasks. The Government will not accept non-pre-priced work if the materials or services are listed in the Means Cost Data books/software.

**C.10.3.1** Contractor's proposal for non-pre-priced line items will be considered, as submitted, provided the contractor ensures that fair and reasonable prices are obtained for services or materials under \$2,500. For services or materials in excess of \$2,500.00, the contractor shall obtain a minimum of three competitive quotes from companies that normally perform or are qualified to perform the task. Declines to provide quote does not qualify for meeting the standard for competition. The contractor shall submit to the Contracting Officer, a detailed quote abstract reflecting the quotes received, including a copy of the lowest offer. The Contractor shall maintain complete supporting documentation (including responsibility and responsive checks) necessary to provide a complete and accurate audit trail of all actions for the Contracting Officer's review. Upon receipt and review of the abstract by the Contracting Officer, a coordination meeting may be initiated with the Contractor to resolve any discrepancies. Upon satisfactory review by the

Contracting Officer, the non-pre-priced work will be accepted for the negotiated price. Non pre-priced items of work shall be so noted on each Contractor proposal.

**C.10.4** For the purposes of pricing work under this contract, cost proposals are to be prepared in the R.S. Means "Costworks" current edition. Cost proposals are to be prepared in a database with an Excel transfer feature as the contract standard. All electronic files are to have Task Order Work Order number, name of the estimator, and date.

**C.10.5** The majority of task orders that may be issued under this contract will require the contractor to conduct a site visit. Contractor shall contact the Government representative in charge of the requirement within one Government work day after the RFP is issued for the purpose of scheduling a site visit with the Supported Command. The Contractor shall give the Government up to five Government work days' notice to schedule the site visit. During the site visit the Contractor, the Government representative, and the Supported Command representative shall discuss the specifics for the requirements. The Government will identify the new cost range as a result of any changes at the site visit. After the site visit, the contractor shall prepare a detailed minutes report and present it to the Government for concurrence within one Government work day. The Government will have two Government work days to review and concur. After concurrence, the contractor shall prepare the proposal and submit to the contracting officer in accordance with the time table provided below. (See Section C.11)

#### **C.10.6 Ordering of Work**

As the need exists for performance under the terms of this contract, the Contracting Officer will notify the Contractor of an existing requirement via RFP. The information provided to the Contractor identifying the requirement will vary from a basic concept to full plans and specs. Upon receipt of the notification of requirement, the Contractor shall respond to the needs of the Government within one working day by:

- (1) Acknowledging receipt of RFP via email response.
- (2) Arranging a Joint Scoping Review/site visit to the proposed work site in the company of the Contracting Officer or his/her authorized representative; or
- (3) Establish verbal contact with the Contracting Officer or his/her authorized representative to further define the scope of the requirement.

The Joint Scoping Review shall enable the Contractor to detail the project based on the requirement information provided in writing, the conditions observed at the site, and through discussion with the Government's authorized representatives. Any deficiencies, omissions, or conflicts that are identified during the site visit shall immediately be brought to the attention of the Contracting Officer, in writing, for resolution prior to submission of the Contractor's proposal.

The Contractor may submit written recommendations for changes, deviations or value engineering alternatives to the Government's original project scope that will provide better quality, maintainability, constructability, operability, or price to the Government. The recommended changes to the scope shall be in the form of a narrative description, with drawings or sketches, and shall reference the technical specification requirements. The Contractor shall submit the proposed scope to the Contracting Officer for review within 2 days after the site visit (or, for larger more complex projects, as agreed upon by both parties). Upon establishment of the final scope of the individual task order, the Contractor shall then prepare his proposal for accomplishment of the task.

**C.10.7** The costs for preparation of Task Order proposals including scoping meetings shall be the responsibility of the Contractor and shall be included in the coefficient. Task Order proposal preparation is not reimbursable. Government requests for proposals shall not constitute an award or commitment.

## C.11 TIME FOR SUBMISSION OF PROPOSAL

**C.11.1** The time allowed for preparation of the Contractor's proposal will depend on the complexity and urgency of the Task Order. On complex Task Orders, such as projects requiring engineering/architectural design and/or approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents with the proposal. In emergency situations and when urgent maintenance and repair Task Orders require immediate completion, the proposal may be required quickly and the due date will be so indicated on the Request for Proposal.

For routine projects, the following time frames will be used as a guideline (based on working days after establishment of the final scope of work):

<u>Estimated Project Cost*</u>	<u>Calendar Days</u>
\$2,500 to \$25,000	5
\$25,000 to \$100,000	7
\$100,000 to \$250,000	10
\$250,000 to \$750,000	18
\$750,000 to \$2,000,000	21

\*based on Government Scoping Estimate

**C.11.2** Receipt of proposals timeliness (whether early or late) will be reflected in CPARS (Contractor Performance Assessment Reporting System)

## C.12 REVIEW OF PROPOSAL

**C.12.1** Upon receipt of the Contractor's proposal, the Government will review the proposal for completeness and reasonableness. The Contracting Officer will evaluate the Contractor's proposal and proposed tasks and compare these with the Government's cost estimate of the detailed scope of work to determine the reasonableness of approach, including the nature and quantity of tasks proposed. If necessary, the Contracting Officer will arrange with the Contractor to discuss the scope of all pre-priced items and to negotiate all non-pre-priced items and performance times. Upon completion of negotiations, the Contracting Officer may issue a Task Order to the Contractor. The Task Order may include changes to the scope of work (if applicable) as agreed upon in negotiations and the negotiated completion date.

**C.12.2** The Contracting Officer reserves the right to reject a proposal for any reason, including, but not limited to: the quantities or tasks selected by the Contractor, schedule, inadequate documentation, unacceptable pricing for non-pre-priced tasks, and selection of material, equipment or subcontractors. The Contracting Officer also reserves the right not to issue a Task Order if that is determined to be in the best interests of the Government or the proposed cost exceeds the Government estimate. The Contractor has no claim to recoup proposal expenses. The Government may pursue the performance of such work by other means.

## C.13 ISSUANCE OF TASK ORDER

**C.13.1** Task orders will be issued by the Contracting Officer using a DD form 1155. Each task order will include the following information:

- (1) Date of the task order
- (2) Contract number and task order number
- (3) Scope of work and total price
- (4) Task order price, delivery and performance date
- (5) Start and completion dates
- (6) Accounting and appropriation data

(7) Any other pertinent data

**C.13.2** The Task Order document (DD Form 1155) is the Contractor's notice to proceed. The document is prepared by the Contracting Officer and is issued to the Contractor for work to be performed.

**C.13.3** In the event that the Government and Contractor fail to agree (in whole or in part), on the MEANS line item quantities, or non-pre-priced items, a Firm Fixed Price Task Order may be issued unilaterally. The Contractor shall then proceed with the work. During or after performance, the Contractor may seek resolution in accordance with the FAR 52.233-1 "DISPUTES", ALTERNATE I Clause in Section I.

**C.13.4** Non-Definitive Task Order: Most Task Orders issued will be definitive (a defined price based on re-determined tasks and quantities). However, under emergency conditions, or when otherwise appropriate, the Contracting Officer may issue a non-definitive (lacking definitive tasks or quantities) Task Order which directs the Contractor upon issuance of the order to proceed with the work immediately (notice to proceed). These unilateral orders will specify the work as non-definitive and will contain a maximum (not-to-exceed) dollar amount, against which the Contractor can submit invoices, during contract performance. The final price will be determined through negotiations to identify pre-priced and non-pre-priced tasks and quantities.

**C.13.4.1** Within 2 days from the notice to proceed, the Contracting Officer will conduct a joint scoping meeting with the Contractor to further identify the work and establish Task Order requirements. Following Government acceptance of the detailed scope of work, the Contractor shall prepare and submit a proposal.

**C.13.4.2** Following receipt of the Contractor's proposal, the Government will review the proposal as per Section C.12. Upon completion of negotiations, the Contracting Officer will issue a Modification to the Task Order to incorporate the detailed scope of work, other Task Order requirements, and the final Task Order price. Failure to reach an agreement on the final price will be settled in accordance with FAR 52.233-1 "DISPUTES", ALTERNATE I Clause in Section I.

**C.13.5** Formal Modifications to the Task Order may be necessary and will be issued as required by agreement between the Contracting Officer and the contractor. If necessary, modifications shall be amended on Form SF-30. Orders may be modified orally by the Contracting Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within two (2) working days from the time of the oral communication modifying the order.

**C.13.6** Order of Conflicting Task Order Documents: In the event of any inconsistency in the written direction provided to the Contractor in the Firm Fixed Price Task Order documents, precedence will be as follows:

1. Scope of Work
2. Drawings/Sketches
3. Specifications
4. Catalog cuts

**C.13.7** The Contractor shall complete all work by the required completion date specified in the Task Order. Where unforeseen conditions cause delays, the completion date may be extended only as negotiated and modified in the Task Order. Upon Task Order completion and Government acceptance of the work, the contractor shall complete a final release and submit it with a request for final payment.

#### **C.13.8 Task Order Liquidated Damages**

The Government may include liquidated damages on individual Task Orders as determined necessary by the contracting officer. If the Contractor fails to complete work within the time specified in the Task Order, the Contractor shall pay liquidated damages to the Government for each calendar day of delay until the work is completed, in accordance with contract, in accordance with NFAS sub-part 11.5 – LIQUIDATED DAMAGES. Amounts will be identified on individual Task Orders as necessary. The following schedule will be used to calculate Task Order Liquidated Damages Cost per Calendar Day:

<u>Task Order Amount</u>	<u>Liquidated Damages</u>
\$2,500 to \$25,000	\$80
\$25,000 to \$50,000	\$110
\$50,000 to \$100,000	\$140
\$100,000 to \$500,000	\$200
Each additional \$100,000	add \$50

If the Government terminates the Contractor’s right to proceed; the resulting damages will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased cost incurred by the Government in completing the work.

If the Government does not terminate the Contractor’s right to proceed, the resulting damages will consist of liquidated damages until the work is completed or accepted.

**C.13.9** Omissions from the drawings or the mis-descriptions of details of work which are manifestly necessary to carry out the intent of the drawings and specifications or which are customarily performed, shall not relieve the contractor from performing such omitted or mis-described details of the work but they shall be performed as if fully and correctly set forth and described in the drawing and specifications.

**C.14 PERFORMANCE GUARANTEE OR BOND REQUIREMENTS**

The Contractor shall provide a performance guarantee or payment and performance bonds for the duration of any and all active projects greater than \$150,000 or as required by the Contracting Officer. Performance guarantee or payment and performance bonds are returned or relieved at the successful completion of any warranty period in force.

**C.14.1 Performance Guarantee**

If the Contractor chooses a bank letter of guarantee or other approved deposit, then the amount shall be no less than 10%. The following is an example of a letter of performance guarantee issued by a bank.

**BANK LETTERHEAD**

To: United States of America  
 U.S. Department of Navy  
 Naval Facilities Engineering Command, Europe Africa Southwest Asia  
 Viale Porto, Box 51  
 Aeroporto Capodichino  
 80144, Napoli, Italia

Attention: Contracting Officer  
 Date \_\_\_\_\_  
 Bank Letter of Performance Guarantee No. \_\_\_\_\_

This is a letter of performance guarantee. I/We, the undersigned, acting as the duly authorized representative(s) of the Bank, declare that the Bank hereby guarantees and is jointly and severally liable as guarantor with the Contractor named below to effect payment to the Contracting Office that issued the contract stated below, by check made payable to the “United States of America by the U.S. Department of the Navy, Naval Facilities Engineering Command Europe Africa Southwest Asia,” within five (5) calendar days after receipt of a simple written request by

registered mail, return receipt, in amount up to sum of (Amount equal to ten (10%) percent of the contract amount in the currency stated in the contract), which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory completion and timely performance of the work under Contract No. (Insert Contract number) for (insert description of services and location), in strict compliance with the terms, conditions and specifications of said contract entered into between the United States of America by the U.S. Department of Navy, Naval Facilities Engineering Command Europe Africa Southwest Asia and the Contractor (insert name of Contractor) on (insert contract date), plus legal interest to be calculated from the date of receipt of the registered letter of request by the Contracting Officer to the date of actual payment, without any need for the Contracting Officer to take any legal action or obtain the prior consent of the Contractor, or for any other proof, action or decision by any other authority. The request by the Contracting Officer shall simply inform the Bank that the Contractor failed to comply with the terms and conditions of the contract, or did not fulfill his undertaking in whole or in part. I/We agree and consent that said contract may be modified by change order or supplemental agreement affecting the amount or the period of performance of the contract without prior consent of the Bank and without affecting the validity of this guarantee; provided, however, that the amount of this guarantee shall remain unchanged. This letter of performance guarantee will continue in effect without change in amount or terms until one year after the work has been finally accepted by the Government through its Contracting Officer's legal representative.

(BANK NAME & ADDRESS)

(CONTRACTOR NAME & ADDRESS)

Signed by: \_\_\_\_\_

Signed by: \_\_\_\_\_

\_\_\_\_\_  
(Typed name)

\_\_\_\_\_  
(Typed name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

(This Performance Guarantee shall be accompanied by a notarized document authenticating the bank agent's authority to sign the letter of performance guarantee for the bank company.)

**C.15 EXECUTION OF WORK**

**C.15.1 Pre-construction Conference**

**15.1.2** Within 14 calendar days of contract award, prior to commencement of the work, the contractor will meet in conference with representatives of the contracting officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

**15.1.2** Prior to commencing work under a Task Order (unless otherwise determined unnecessary), a pre-construction conference shall be held in accordance with FAR Clause 52.236-26 incorporated by reference in Section I. The Preconstruction conference may address specific work requirements and restrictions, safety requirements, quality control requirements, project team personnel assignments, security requirements, scheduling, and any other pertinent information regarding the work. Any pre-construction conferences shall be held within 30 days from the date of task order issuance. The FSCM/QAE shall schedule the Pre-Construction Conference and notify the FEAD Contract Specialist/Contracting Officer at least three (3) business days in advance of the Pre-Construction meeting.

**C.15.2** The Contractor shall submit Task Order preconstruction submittals within the specified times (calendar days) following issuance of the Task Order.

Projects under \$250,000:  
Construction Schedule

With task order proposal

Task Order Specific Accident Prevention Plan	Within 10 day
Site Specific Activity Hazard Analysis Plan	Within 10 days
Material/Product Catalog Cut Sheets	Within 10 days

Projects over \$250,000:

Construction Schedule	With task order proposal
Task Order Specific Accident Prevention Plan	Within 15 days
Site Specific Activity Hazard Analysis Plan	Within 15 days
Material/Product Catalog Cut Sheets	Within 15 days

**C.15.3** Before any of the work is initiated under an individual Task Order, the Contractor shall furnish all drawings and submittals necessary for completion of that portion of work. The Contractor shall confer with the Contracting Officer and agree on sequence of procedure; means of access to premises and building; space for storage of materials and equipment; delivery of materials and use of approaches; use of corridors, stairways, elevators, means of communications, the location of partitions, and rest rooms for Contractor's employees. The work shall be executed in a manner and at such times that will cause the least practicable disturbance to the occupants of the buildings and normal activities of the Installation. Furniture and portable office equipment in the immediate area will be moved by the Contractor and replaced to its original position. If the work required by the Task Order will not allow furniture and portable office equipment to be replaced to its original position, new locations will be designated by the Contracting Officer for replacement by the Contractor. If the situation does not allow for the moving of office equipment, furniture, etc., the Contractor is required to cover/protect at his/her own expense. Delivery of materials and equipment shall be made with a minimum of interference to Government operations and personnel. The work shall, so far as practicable, be done in definite sections or divisions and confined to limited areas, which shall be completed before work in other sections, or divisions have begun.

**C.15.4** Materials and equipment may not be stored at the jobsite lay down area after work hours unless approved in advance by the Contracting Officer. All job site lay down areas are dependent upon Task Order size and location of the work. Job site availability will be included with each RFP and resulting Task Order.

**C.15.5** Contractor is required to self-perform **51%** of all work issued under this contract.

## **C. 16 WORK RESTRICTIONS**

The specific Task Order Request for Proposal shall identify any project work restrictions, which differ from the restrictions described in the contract. The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall notify the Contracting Officer of any difficulty in scheduling work due to Government controls.

### **C.16.1 Activity Regulations**

Ensure that Contractor personnel employed on this contract become familiar with and obey NSA Souda Bay, Crete regulations. Keep within the limits of the work and avenues of ingress and egress. Wear hard hats and other required PPE as applicable in designated areas and in compliance with EM-385-1-1. Do not enter any restricted areas unless required to do so and until cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification.

### **C.16.2 Working Hours**

The Government's regular working hours are between the hours of 0730 and 1600 five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation will be stated in individual Task Orders. Work hours not specifically authorized in this basic contract or in

a Task Order require approval from the Contracting Officer. The Contractor shall submit a request to the Contracting Officer ten (10) calendar days in advance, or as defined in an individual Task Order, to allow arrangement for a Government inspection of the work in progress.

### **C.16.3 Observed Federal Holidays**

The Government observes the following holidays: New Year's Day, Martin Luther King Junior's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

### **C.16.4 Occupied Buildings**

The Task Order RFP may require the Contractor to work in or around existing building(s), which are occupied. Do not enter the buildings without prior approval of the Contracting Officer or the Contracting Officer's authorized representative. When required by the specific Task Order RFP, the existing buildings and their contents shall be kept secure at all times. Provide temporary closures as required to maintain security as directed by the Contracting Officer. Provide dust covers or protective enclosures to protect existing work that remains and Government material located in existing facilities during the construction period.

### **C.16.5 Installation Access Badges & Passes**

Installation access badges & passes are the responsibility of the Contractor and his employees. Contractor shall report lost or stolen badges to the Contracting Officer. Costs associated with identification badges & base passes will be included in the Contractor's proposed coefficients. An introduction to the new standardized process for installation access is presented in Section H.5. All identification badges & base passes must be returned or accounted for to the applicable Pass and Identification Office (MVRO) upon expiration of the badge/pass or contract, or termination of the employees, whichever comes first.

### **C.16.6 Utility Cutovers and Interruptions**

Requests to disrupt service to any roads, railroads, and/or utility services shall be submitted to the Contracting Officer Representative in writing at a minimum of 15 calendar days prior to the desired date of interruption to allow notification of affected tenants and customers. At a minimum, include the location of the outage, utilities being affected, duration of outage and any necessary sketches. The Contractor may have to physically mark the boundaries of the location. Utility cutovers and interruptions after normal working hours or on Saturdays, Sundays, and Government holidays shall conform to procedures required in the paragraph "Work Outside Regular Hours", unless specifically stated otherwise in the Task Order RFP. Interruption to water, sanitary sewer, storm sewer, telephone service, electric service, air conditioning, heating, fire alarm, and compressed air, shall be considered utility cutovers. If the service interruption is due to emergency breakdown, the Contractor shall notify Contracting Officer Representative as soon as practicable. Contractor shall attend the pre-outage coordination meeting(s).

Outages: Shall be requested via PWD Outage Request Forms (OUTAGE REQUEST FORM – Rev3), included in Attachment J. Outages shall be in accordance with PWD's Standard Operating Procedure (SOP) for Outages, PWD-OUTAGE-01, included in Attachment J.

Hydrant Connection: All hydrant connection related work shall be in accordance with PWD's SOP for Hydrant Connection (PWD-HYDRANT-CONNECTION-01), included in Attachment J. Hydrant Connections shall be requested via email to Facilities Acquisition Engineering Division (FEAD), the Contracting Officer's Technical Representative.

### **C.16.7 Operation of Installation Utilities**

The Contractor shall not operate or disturb the setting of control devices in the Installation utilities system, including water, sewer, electrical, and steam services. The Government will operate the control devices as required for normal conduct of the work. The Contractor shall notify the Contracting Officer giving reasonable advance notice when such operation is required.

#### **C.16.8 Hazardous Areas**

Do not enter into work areas where personnel are using protective equipment such as respirator and masks, areas marked for High Voltage Electricity, or marked boundary areas without prior approval from the Contracting Officer or Government authority designated at Task Order level.

#### **C.16.9 Security Requirements**

In addition to other provisions of this contract, the following security requirements apply to all work performed under this contract. All security requirements apply to all subcontractors and suppliers associated with this contract. In addition to special or extraordinary security requirements, comply with the following:

- 1.) Do not publicly disclose any information concerning any aspect of the materials or services relating to this contract, without prior written approval of the Contracting Officer.
- 2.) Neither the contractor nor any of his employees shall disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.
- 3.) Disclosure of information to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under his control, may subject the Contractor, his agents or employees to criminal liability under 18 U.S.C. Sections 793 and 798.
- 4.) Direct to the Contracting Officer and or Installation Security Officer for resolution all inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information.
- 5.) Coordinate photography requirements with the Contracting Office. Most areas of Naval Support Activity Souda Bay restrict or prohibit photographing Government property and the installation.

Deviations from or violations of any of the provisions of this paragraph will, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and/or the individuals involved to a withdrawal of the Government's acceptance and approval of employment.

Any additional special or extraordinary security requirements which are unique to a specific project (for example, badging requirements for restricted areas) will be included in the requirements of the Task Order RFP as applicable.

#### **C.17 SCHEDULE**

The Contractor shall submit for acceptance a construction schedule in the form of a progress chart. Schedule shall be submitted as part of the task order proposal submission. Other requirements of this deliverable are posted in Section F – Deliveries or Performance. The schedule shall be adequate for the Contractor to efficiently manage the project and for the Government to efficiently manage the QA and scheduling interfaces. Include construction phasing and any work restrictions (such as occupied spaces, special hours, potential work disruptions). Schedules shall contain dates for completion of each task including material procurement, and construction activities. The JOC

Task Order will identify if detailed NETWORK ANALYSIS SCHEDULES applies to that Task Order. When a Network Analysis Schedule is required by a specific Task Order, the cost for this scheduling shall be identified as a line item in the Task Order proposal.

### **C.18 ACCIDENT PREVENTION**

The contractor is required to submit a General Accident Prevention Plan within fifteen (15) calendar days after contract award. A project specific plan will be required for individual task orders within twenty (20) calendar days after task order issuance. Other requirements of this deliverable are posted in Section F – Deliveries or Performance. The Contractor shall use a qualified person to prepare the written site-specific General APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1, *Safety and Health Requirements Manual*, and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, *Safety and Health Requirements Manual*, Appendix A, "Minimum Basic Outline for Accident Prevention Plan".

Specific requirements for some of the APP elements are:

- ... The Prime Contractor is the "controlling authority" for all work site safety and health of the Subcontractors.
- ... The Prime Contractor is responsible for informing its Subcontractors of the contract safety provisions and the penalties for noncompliance.
- ... The Prime Contractor is responsible for coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting Subcontractor operations to ensure that accident prevention responsibilities are being carried out.
- ... Unless otherwise specifically requested, the APP shall be signed by the person and firm (senior person) preparing the APP. The on-site superintendent, the designated site safety and health officer and any designated CSP and/or CIH are qualified for this role.
- ... Submit the APP to the Contracting Officer twenty (20) calendar days after task order issuance
- ... Work cannot proceed without an accepted APP.
- ... Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract.
- ... Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, until the matter has been satisfactorily resolved.
- ... Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and quality control manager. Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify the Contracting Officer within 24 hours of discovery. Eliminate/remove the hazard. In the interim, all necessary action shall be taken to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by American National Standards Institution/American Society of Safety Engineers (ANSI/ASSE) A10.34,) and the environment.
- ... Copies of the accepted plan will be maintained by the Contractor at the job site and by the Contracting Officer.
- ... The APP shall be continuously reviewed and amended, as necessary, throughout the life of the contract.
- ... Unusual or high-hazard activities not identified in the original APP shall be incorporated in the plan as they are discovered.

Contractor is responsible for the safety qualifications and ratings of the Subcontractor: This contract requires contractors to hire only sub-contractors with good safety records.

#### **C.18.1 EM 385-1-1 Contents**

In addition to the minimum requirements for an Accident Prevention Plan outlined in Appendix A of USACE EM 385-1-1, *Safety and Health Requirements Manual*, the following is required to be included:

1. Names and qualifications: Resumes including education, training, experience and certifications of all site safety and health personnel designated to perform work on this project to include the designated site safety and health officer and other competent and qualified personnel to be used such as CSPs, CIHs, STSs, and CHSTs. The duties of each position shall be specified.
2. Qualifications of Competent and of Qualified Persons: Competent or Qualified person(s) qualifying skills statement(s) shall be kept at the project site available for Government Designated Authority review. The competent person(s) and qualified person(s) shall be designated in writing. The qualifying factors for either designation shall be submitted for any of the following major construction activities prior to its occurrence: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical, and biological agents; personal protective equipment and clothing to include selection, use and maintenance.
3. Confined Space Entry Plan: Develop a confined space entry plan in accordance with USACE EM 385-1-1, *Safety and Health Requirements Manual*, applicable OSHA standards 29 CFR 1910, *Occupational Safety and Health Standards*, 29 CFR 1915, *Occupational Safety and Health Standards for Shipyard Employment*, and 29 CFR 1926, *Occupational Safety and Health Standards for Construction*, and any other federal, state and local regulatory requirements identified in this contract. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by Contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.) Submittal requirements are posted in Section F – Deliveries or Performance
4. Crane Critical Lift Plan: Prepare and sign weight handling critical lift plans for lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane or hoist; lifts of personnel; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks. Submittal requirements are posted in Section F – Deliveries or Performance. The plan shall include the requirements of USACE EM 385-1-1, *Safety and Health Requirements Manual*, paragraph 16.H and the following:
  - 1.) For lifts of personnel, the plan shall demonstrate compliance with the requirements of 29 CFR 1926.550(g).
  - 2.) For barge mounted mobile cranes, barge stability calculations identifying barge list and trim based on anticipated loading; and load charts based on calculated list and trim. The amount of list and trim shall be within the crane manufacturer's requirements.
5. Fall Protection and Prevention (FP&P) Plan: The Contractor shall create a plan that is site specific and addresses all fall hazards in the work place during the different construction phases of work. It shall address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 1.8 m (6 feet). A qualified person for fall protection shall prepare and sign the plan. The plan shall include fall protection and prevention systems, equipment and methods employed for every phase of work, responsibilities, assisted rescue, self-rescue and evacuation procedures, training requirements, and monitoring methods. Fall Protection and Prevention Plan shall be revised every six months for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems or work habits. The accepted Fall Protection and Prevention Plan shall be kept and maintained at the job site for the duration of the project. The Fall Protection and Prevention Plan and all associated AHAs shall be part of the Fall Hazard Protection and Prevention Program.

#### **C.18.2 Task Order Specific Accident Prevent Plan**

For each Task Order, prepare an APP in accordance with USACE EM 385-1-1, *Safety and Health Requirements Manual*, Appendix A, "Minimum Basic Outline for Accident Prevention Plan" and as modified herein. The Task Order APP shall be job-specific and shall address any unusual or unique aspects of the project or activity for which it is written, and which are not addressed in the approved General APP. The APP shall interface with the Contractor's overall safety and health program.

### **C.18.3 Activity Hazard Analysis (AHA)**

The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1, *Safety and Health Requirements Manual*, figure 1-2. Other requirements of this deliverable are posted in Section F – Deliveries or Performance. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls. The appropriate/equivalent Task Order SSO is identified in the AHA.

### **C.16.13 Emergency Medical Treatment**

Contractors will arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment. When on-site emergency response is required to be provided by the Government, the Contractor may be required to reimburse the Government.

## **C.19 ENVIRONMENTAL PROTECTION PLAN**

The contractor is required to submit a General Environmental Protection Plan. Amendments to augment the Environmental Protection Plan to adequately address environmental issues applicable to the task order may also be required. Unless otherwise noted in the task order, the Contractor shall complete an Environmental Checklist prior to the start of all task orders. The checklist is provided in Attachment J.

### **C.19.1 Environmental Protection Plan Meeting**

Fourteen (14) calendar days after the Partnering meeting, schedule to meet with the Procuring Contracting Officer to discuss the Environmental Protection Plan and to develop a mutual understanding relative to the details of environmental protection and awareness, including protecting natural resources, required reports, and other measures to be taken.

### **C.19.2 Environmental Protection Plan**

Submit the proposed Environmental Protection Plan to the Contracting Officer for review and approval no later than 30 days after contract award. The subsequent plans listed in this section (storm water management, wastewater management, etc.) fall under the purview of the Environmental Protection Plan. Other requirements of this deliverable are posted in Section F – Deliveries or Performance.

### **C.19.3 Environmental Manager**

Appoint an Environmental Manager for the contract. This is not a key manager under the terms of the Contract, but is still an integral part of meeting the environmental requirements. This person may have other job duties as assigned, provided that the environmental requirements of the contract are met. The Environmental Manager will be directly responsible for coordinating Contractor compliance with the DoD Final Governing Standards for Greece, applicable sections of the DoN Environmental Readiness Program Manual OPNVAINST 5090.1, and installation requirements. The Environmental Manager will ensure implementation of the Environmental Protection Plan; ensure that all environmental permits are obtained, maintained, and closed out; ensure compliance with Hazardous Materials (storage, handling, and reporting) requirements; coordinate any testing and remediation of regulated substances (lead, asbestos, PCB transformers); and maintain required environmental records and documentation, including training, waste handling, and permitting records.

#### **C.19.4 Storm Water Management Plan**

Address provisions for storm water management to include, at a minimum, the following:

- a. Identify potential sources of pollution which may reasonably be expected to affect the quality of storm water discharge from the site.
- b. Select applicable Best Management Practices (BMPs) from EPA 832-R-92-005.
- c. Describe and ensure implementation of BMPs which will be used to reduce the pollutants in storm water discharge at the construction site.
- d. Consider off-site water quality impacts such as excessive sedimentation, stream bank erosion, discharges to ground water contribution or recharge zones, violations of water quality standards, and spills and discharges of priority pollutants.
- e. Address the following:
  - (1) Stabilization and sediment trapping
  - (2) Timing and stabilization of sediment trapping measures
  - (3) Cut and fill slopes
  - (4) Stabilization of temporary conveyance channel and outlets
  - (5) Storm drain inlet protection
  - (6) Underground utility construction
  - (7) Construction access routes
  - (8) Removal of temporary BMPs
  - (9) Dewatering construction sites
  - (10) Control of pollutants other than sediment on construction sites
  - (11) Maintenance and inspection of BMPs

Submit a storm drain discharge approval request to obtain approval before discharging uncontaminated water into storm drain.

#### **C.19.5 Storm Water Pollution Prevention Plan (SWPPP)**

The Contractor shall not disturb one (1) acre or more of land during performance of work on any Task Order, unless specifically noted otherwise. If an acre or more of land is planned to be disturbed, a SWPPP may be required. Requirements for this plan will be identified in the applicable Task Order RFP.

#### **C.19.6 Wastewater Management Plan**

Address provisions for wastewater management to include, at a minimum, sediment control, oil/water separation, wastewater anticipated to be generated for example sterilizing piping, tool rinsing, surface cleaning and preparation, anticipated contamination levels, required testing and an estimate of daily amount of water requiring discharge and/or disposal. An example of performance requiring a Wastewater Management Plan would be usage for concrete saw cutting water.

#### **C.19.7 Air Pollution Control Plan**

Address measures to control airborne pollution such as, but not limited to fugitive dust, fugitive emissions, volatile organic compounds and, other air contaminants as required by the DoD Final Governing Standards for Greece, applicable sections of the DoN Environmental and Natural Resources Program Manual OPNVAINST 5090.1, and Installation requirements. If not already completed perform an Asbestos Hazard Emergency Response Act (AHERA) survey prior to doing any renovation or demolition work. Provide a copy of the AHERA survey to the Base Environmental Office (BEO). The Contractor shall perform all asbestos work IAW all applicable DoD and DoN Environmental and Safety regulations. The Contractor is responsible to follow the DoD Final Governing Standards for Greece and Installation asbestos waste requirements. The Contractor will need to provide an Asbestos Work Plan IAW EM385-1-1 06.B.05 *Lead*

*and Asbestos Hazard Control Activities.* Any Asbestos Containing Material (ACM) being removed requires the Contractor to provide a copy of the Contractors Asbestos Contractors License as per the Unified Facilities Guide Specification SECTION 02 82 16.00 20 (Engineering Controls of Asbestos Containing Materials.), paragraph 1.5.4 (Contractor's License)

#### **C.19.8 Spill Prevention and Spill Response Plan**

Address job specific measures to prevent oil and hazardous substances from entering the ground, drainage areas, or local bodies of water. All hazardous material including petroleum, oils, and lubricants must be stored in appropriate containers in accordance with applicable regulations and provided with secondary containment adequate to control spills if not stored within a HAZMAT locker. Also include specific procedures for preventing and responding to spills of oil and hazardous substances (OHS). Include a list of items in the spill kit, which are required at each OHS handling or storage site.

#### **C.19.9 Salvageable/Reusable Material and Recyclable Waste Plan**

Address the salvage and reuse of construction materials and the recycling of wastes from the job site. Measures to be addressed are, at a minimum, the following:

- a. Identify anticipated materials and waste for salvage, reuse, and recycling.
- b. Describe actions to be taken to promote material reuse or resale and/or recycling.
- c. Address on-site accumulation measures such as quantities of accumulation containers, labeling, and location of accumulation area at the job site.
- d. Describe any testing and other procedures required prior to removing reusable materials and recyclable wastes from Government property.
- e. Include the name, physical address, telephone number of the hauler and the destination. Provide a copy of the Greek, National, Regional or local permit (cover) or license for recycling, as appropriate (this may be waived when not required by the regulating authorities). Please provide this information as an Appendix to the EPP for ease of reference.
- f. Include a discussion of the solid waste tracking procedures as specified in this Section.
- g. For item(s) that designate as dangerous waste, include a statement that describes the onsite accumulation procedures, transportation, and disposal facilities. Unless there is a variation from the information provided in the dangerous waste management plan, a statement referring to that plan is acceptable.

#### **C.19.10 Solid Waste Management Plan**

All waste management practices shall be performed in accordance with the DoD Final Governing Standards for Greece Solid Waste Regulations, the NSA Souda Bay Integrated Solid Waste Management Plan, and in accordance with the approved Environmental Protection Plan.

- a. Address the control, management, and disposal of solid waste as defined herein. Include an approximate time-line and quantity of solid waste requiring disposal. This includes management of rubbish, CD debris, liquid waste, landfill controlled waste, garbage, or other discarded items, as applicable. Include a copy of the Greek, National, Regional, or local disposal permit or license for the solid waste disposal facility that includes: the type of facility, name, physical address, phone numbers, issuing authority and approval signature, permitted entity and period of issuance for all wastes. Submit a copy of the Greek hauling permit (if waste transported by franchised hauler).

- b. For landfill controlled waste, the Contractor shall provide the name, physical address, and telephone number of the permitted facility to receive the waste material, estimated quantity of waste to be delivered, estimated schedule dates of shipment, and the name and address of transporter, as applicable.
- c. For disposal of liquid wastes at a wastewater treatment plant, the Contractor shall provide the facility name, physical address, telephone number, and type of waste the facility accepts.
- d. Solid Waste Management Reporting

Complete a serialized Solid Waste Tracking Sheet (SWTS) for each off-site shipment of solid waste (except sanitary sewage), recyclable materials and non-dangerous recyclable waste. Do not use SWTS for asbestos, PCBs or dangerous waste.

- e. Waste Determination Documentation

Submit Waste Determination Documentation for each undesignated waste type. Other requirements of this deliverable are posted in Section F – Deliveries or Performance. Documentation shall consist of the installation-specific waste form and related information prepared by the Contractor and submitted to the Government for the purpose of Government designation of waste. Examples of related documentation include MSDS, sampling and analysis plans, analytical information, and description of waste or process that generate waste. Contractor shall also provide a copy of the Standard European Union Dangerous (Hazardous) Waste Collection and Transport form/record that lists the European Waste Catalogue number, weight, description, transporter, generator, and disposal facility. This standard form is provided by any company who is legally authorized to transport or handle hazardous waste.

Waste shall not be transported off-site prior to designation by the Government. No waste shall be transported off site without completed Waste Determination Documentation. Follow all instructions provided on completed Waste Determination Documentation forms.

- f. Control of Waste Without Documented Waste Determination

Collect wastes for which the Waste Determination Documentation has not been completed, label “pending analysis.” Accumulate and manage in the same manner as Dangerous Waste per the DoD Final Governing Standards for Greece until the waste determination documentation is completed.

### **C.19.11 Construction and Demolition Waste Management**

Contractor is required to implement a waste management program for recycling non-hazardous construction and demolition waste material for each Task Order. It is intended to reduce the amount of waste requiring landfill disposal and to promote more efficient use of construction materials. Any additional project specific requirements shall be included in the Task Order. Government policy is to apply sound environmental principles in construction and use of facilities. As part of the implementation of that policy the Contractor shall:

- (1) practice efficient waste management when sizing, cutting, and installing products and materials and
- (3) use all reasonable means to divert construction and demolition waste from landfills and incinerators and to facilitate their recycling or reuse.

The Contractor shall take a pro-active, responsible role in the management of construction and demolition waste and require all Subcontractors, vendors, and suppliers to participate in the effort. Construction and demolition waste includes products of demolition or removal, excess or unusable construction materials,

packaging materials for construction products, and other materials generated during the construction process but not incorporated into the work. In the management of waste consideration shall be given to the availability of viable markets, the condition of the material, the ability to provide the material in suitable condition and in a quantity acceptable to available markets, and time constraints imposed by internal project completion mandates. The Contractor shall be responsible for implementation of any special programs involving rebates or similar incentives related to recycling of waste. Revenues or other savings obtained for salvage, or recycling shall accrue to the Contractor. Firms and facilities used for recycling, reuse, and disposal shall be appropriately permitted for the intended use to the extent required by federal, state, and local regulations.

#### **C.19.12 Task Order Waste Management Plan**

A Task Order specific waste management plan shall be submitted. Other requirements of this deliverable are posted in Section F – Deliveries or Performance. The plan shall include the following:

1. Name of individuals on the Contractor's staff responsible for waste prevention and management.
2. Actions that will be taken to reduce solid waste generation.
3. Description of the specific approaches to be used in recycling/reuse of the various materials generated, including the areas and equipment to be used for processing, sorting, and temporary storage of wastes.
4. Characterization, including estimated types and quantities, of the waste to be generated.
5. Name of landfill and/or incinerator to be used and the estimated costs for use, assuming that there would be no salvage or recycling on the project.
6. Identification of local and regional reuse programs, including non-profit organizations such as schools, local housing agencies, and organizations that accept used materials such as materials exchange networks.
7. List of specific waste materials that will be salvaged for resale, salvaged and reused, or recycled. Recycling facilities that will be used shall be identified.
8. Identification of materials that cannot be recycled/reused with an explanation or justification.
9. Anticipated net cost savings determined by subtracting Contractor program management costs and the cost of disposal from the revenue generated by sale of the materials and the incineration and/or landfill cost avoidance.
10. Accurate documentation that details the disposition and amounts of all solid waste, recycling, construction and demolition, and hazardous waste

**C.19.12.1** Records shall be maintained to document the quantity of waste generated; the quantity of waste diverted through sale, reuse, or recycling; and the quantity of waste disposed by landfill or incineration. The records shall be made available to the Administrative Contracting Officer during construction, and a copy of the records shall be delivered to the Administrative Contracting Officer upon completion of the construction Task Order.

- a.) An annual summary of the previous year's (October – September) waste disposal shall be provided by October 15 of each year for the life of the contract.

**C.19.12.2** The necessary containers, bins and storage areas to facilitate effective waste management shall be provided and shall be clearly and appropriately identified. Recyclable

materials shall be handled to prevent contamination of materials from incompatible products and materials.

**C.19.12.3** Except as otherwise specified, disposal shall be in accordance with the following:

1. Reuse: First consideration shall be given to salvage for reuse since little or no re-processing is necessary for this method, and less pollution is created when items are reused in their original form. Sale or donation of waste suitable for reuse shall be considered. Salvaged materials, other than those specified in other sections to be salvaged and reinstalled, shall not be used in any Task Order.
2. Recycle: Waste materials that are not suitable for reuse but having value as being recyclable, shall be made available for recycling whenever economically feasible.
3. Waste: Materials with no practical use or economic benefit shall be disposed at a landfill or incinerator.

### **C.19.13 Air Pollution Control**

Work under a specific Task Order may require the Contractor to submit notices to the Installation Environmental Program Director. Submit notices via the Contracting Officer prior to the start of work covered by the DoD Final Governing Standards for Greece.

### **C.19.14 Releases/Spills of Oil and Hazardous Substances**

The Contractor shall be familiar with the DoD Final Governing Standards for Greece and the NSA Souda Bay instruction for emergency spill procedures on NSA Souda Bay and shall comply in an expeditious and procedurally appropriate manner. Immediately after making contact with NSA Souda Bay for on-base spills and Greek, National, Regional and local emergency response authorities, the Contractor shall notify the Administrative Contracting Officer and the Installation Environmental Program Director.

### **C.19.15 Refrigerant Maintenance Control**

Work under a specific Task Order may require the Contractor to perform maintenance or retrofit existing Heating, Ventilation or Air Conditioning (HVAC) systems. Submit a completed Environmental Refrigerant Work Checklist to the Contracting Officer upon completion of the HVAC maintenance work.

### **C.19.16 Environmental Compliance Assessment Training and Tracking (ECATTS)**

The QC Manager is responsible for environmental compliance on projects unless an Environmental Manager is named. The QC Manager (and alternative QC Manager) or Environmental Manager shall complete ECATTS training prior to starting respective portions of on-site work under this contract. If personnel changes occur for any of these positions after starting work, replacement personnel shall complete ECATTS training within 14 days of assignment to the project. Submit an ECATTS certificate of completion for personnel who have completed the required "Environmental Compliance Assessment Training and Tracking System (ECATTS)" training. This training is web-based and can be accessed from any computer with Internet access using the following instructions. Register for NAVFAC Environmental Compliance Training and Tracking System, by logging on to <http://navfac.ecatts.com/>. Obtain the password for registration from the Contracting Officer or Contracting Officer's Representative. This training has been structured to allow contractor personnel to receive credit under this contract and also to carry forward credit to future contracts. Contractors shall ensure that the QC Manager (and alternate QC Manager) or Environmental Manager review their training plans for new modules or updated training requirements prior to beginning work. Some training modules are tailored for specific national regulatory requirements; therefore, Contractors working in multiple areas will be required to retake modules tailored

to the country where the contract work is being performed. ECATTS is available for use by all contractor and subcontractor personnel associated with this project. These other personnel are encouraged (but not required) to take the training and may do so at their discretion.

## **C.20 ENVIRONMENTAL MANAGEMENT SYSTEM (EMS)**

The Contractor shall perform work under this contract consistent with the following EMS goals and policy.

### **C.20.1 Goals**

- Reduce purchase and use of toxic and hazardous materials;
- Expand purchase of green products and services; increase recycling;
- Reduce energy and water use;
- Increase use of alternative fuels and renewable energy;
- Integrate green building concepts in major renovations and new construction;
- Prevent pollution at the source; and
- Continual improvement.

### **C.20.2 Policy**

- Protect public health and the environment by being an environmentally responsible member of the community;
- Preserve our natural, historic and cultural resources;
- Conserve natural resources by reducing what we discard, reusing items, and recycling materials, which includes purchasing products made from recycled materials;
- Integrate sound environmental practices into all our operations and business decisions; Integrate environmental protection requirements and pollution prevention initiatives into the early planning, design and procurement of facilities, equipment and material, as well as the planning and implementation of military training activities;
- Prevent or minimize pollution at its source as we seek out ways to eliminate or further minimize use of hazardous materials and generation of hazardous waste;
- Maintain a sound partnership with regulatory agencies to sustain our compliance with existing and new environmental laws and regulations;
- Enhance our program as we develop and implement an Environmental Management System; and
- Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words.

**C.20.3** The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO upon contract start and when requested. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective and/or preventative actions. In the case of a noncompliance, the Contractor shall assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. In the case of a nonconformance, the Contractor shall respond and take corrective action based on the time schedule established by the KO. The Contractor shall ensure that its employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.

### **C.20.4 EMS Goals and Policy Management Plan**

The Contractor shall provide an EMS Goals and Policy Management Plan to the Government for review ten (10) calendar days after award and then annually for the life of the contract.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

## Section F - Deliveries or Performance

**SECTION F**

<b><u>Spec Item</u></b>	<b><u>Deliverable Title</u></b>	<b><u>Method of Delivery</u></b>	<b><u>Submit to</u></b>	<b><u>Frequency/Due Date</u></b>
C.4	List of Key Personnel	Electronic	ACO	15 calendar days after award
C.4	Organization Chart	Electronic	ACO	15 calendar days after award
C.4	List of Personnel Authorized to act on behalf of Contractor	Electronic	ACO	15 calendar days after award
C.4	Key Personnel Resumes	Electronic	ACO	15 calendar days after award
C.4.6.2	Qualifications for CSP/CIH personnel	Electronic	ACO	15 calendar days prior to onsite work for applicable task orders
C.4.6.3	Competent person qualifications for confined space entry personnel	Electronic	ACO	15 calendar days prior to onsite work for applicable task orders
C.4.6.4	Crane Operator Certifications	Electronic	ACO	15 calendar days prior to onsite work for applicable task orders
C.15.2	Material/Product Catalogue Cut	Electronic	ACO	For task orders <\$250K submit within 10 calendar days following issuance of task order For task orders >\$250K submit within 15 calendar days following issuance of task order
C.15.2 / C.17	Construction Schedule	Electronic; progress chart	ACO	With task order proposal
C.15.2 / C.18.3	Activity Hazard Analysis	Electronic	ACO	For task orders <\$250K submit within 10 calendar days following issuance of task order For task orders >\$250K submit within 15 calendar days following issuance of task order
C.18	General Accident Prevention Plan	Electronic	ACO	15 calendar days after award
C.18.1 (3)	Confined Space Entry Plan	Electronic	ACO	15 calendar days after award

C.18.1 (4)	Crane Critical Lift Plan	Electronic	ACO	15 calendar days prior to onsite work for applicable task orders
C.18.1 (5)	Fall Protection Plan	Electronic	ACO	15 calendar days prior to onsite work for applicable task orders
C.18.2	Task Order Specific Accident Prevention Plan	Electronic	ACO	For task orders <\$250K submit within 10 calendar days following issuance of task order For task orders >\$250K submit within 15 calendar days following issuance of task order
C.19	Environmental Checklist	Electronic	ACO	10 calendar days prior to onsite work for all task orders
C.19.2	Environmental Protection Plan	Electronic	ACO	30 calendar days after contract award
C.19.4	Storm Water Management Plan	Electronic	ACO	30 calendar days after contract award
C.19.5	Storm Water Pollution Prevention Plan	Electronic	ACO	15 calendar days prior to onsite work for applicable task orders
C.19.6	Wastewater Management Plan	Electronic	ACO	30 calendar days after contract award
C.19.7	Air Pollution Control Plan	Electronic	ACO	30 calendar days after contract award
C.19.8	Spill Prevention and Spill Response Plan	Electronic	ACO	30 calendar days after contract award
C.19.9	Salvageable/Reusable Material and Recyclable Waste Plan	Electronic	ACO	15 calendar days prior to onsite work for applicable task orders
C.19.10	Solid Waste Management Plan	Electronic	ACO	30 calendar days after contract award
C.19.10 (d.- e.)	Solid Waste Management Reporting	Electronic	ACO	With final invoice payment request for every task order
C.19.12	Task Order Waste Management Plan	Electronic	ACO	15 calendar days prior to onsite work for applicable task orders

C.19.12.1 (a.)	Annual Waste Disposal Summary	Electronic	ACO	Annually. Submit by 15 October each year for the life of the contract
C.19.16	ECATTS Certifications	Electronic	ACO	30 days after contract award and within 14 calendar days after personnel change for applicable positions
C.20.4	EMS Goals & Policy Management Plan	Electronic	ACO	10 calendar days after contract award and then annually for the life of the contract
H.6.1	General Quality Control Plan	Electronic	ACO	30 calendar days after contract award
H.6.2	Daily Quality Control Report	Electronic	ACO	Daily
H.11.4	Contractor Safety Self-Evaluation Checklist	Electronic	ACO	Monthly and with every request for payment
H.11.6.1	Recordable Injuries and Illness Report	Electronic	ACO	Within 5 calendar days of incident
H.11.6.2	Weight Handling Equipment Accident Report	Electronic	ACO	Within 30 calendar days of accident
H.11.6.4	Monthly Work-Hour Reports	Electronic	ACO	Monthly along with every request for payment
H.22.7	Rerouting Vehicular Traffic Plan	Electronic	ACO	15 calendar days prior to onsite work for applicable task orders
G.10	Certificat of Insurance	Electronic	ACO	15 calendar days after contract award; renewed annually

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A

0005 N/A

N/A

N/A

N/A

Section G - Contract Administration Data

SECTION G

PART I - THE SCHEDULE

SECTION G: CONTRACT ADMINISTRATION DATA

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>TITLE</u>
G.1	ADMINISTRATIVE CONTRACTING OFFICER
G.2	PAYMENT OFFICE ADDRESS
G.3	IDENTIFICATION OF CORRESPONDENCE
G.4	INVOICING INSTRUCTIONS
G.5	RETENTION, WITHHOLDING OF FUNDS, AND DISALLOWANCES
G.6	COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK
G.7	SUPERINTENDENCE
G.8	PROPOSED MATERIAL SUBMITTALS, CATALOG DATA AND SAMPLES
G.9	COMMUNICATION WITH THE GOVERNMENT
G.10	MINIMUM INSURANCE REQUIREMENTS

### **G.1 ADMINISTRATIVE CONTRACTING OFFICER (ACO)**

Administration of the Task Orders under this contract will be performed by the Facilities Engineering and Acquisition Division (FEAD) of the Public Works Departments (PWD).

### **G.2 PAYMENT OFFICE ADDRESS**

Specified on each individual task order.

### **G.3 IDENTIFICATION OF CORRESPONDENCE**

All correspondence and data submitted by the Contractor shall reference the appropriate contract number and the number and title of the delivery order.

### **G.4 INVOICING INSTRUCTIONS**

#### **UNIFIED FACILITIES GUIDE SPECIFICATIONS**

References are in agreement with UMRL dated October 2015

SECTION 01 20 00.00 20

PRICE AND PAYMENT PROCEDURES

11/11

#### **PART 1 GENERAL**

#### **CONTRACTOR'S INVOICE AND CONTRACT PERFORMANCE STATEMENT**

##### **Content of Invoice**

Requests for payment will be processed in accordance with the Contract Clause FAR 52.232-27, Prompt Payment Construction Contracts and FAR 52.232-5, Payments Under Fixed-Price Construction Contracts. The requests for payment shall include the documents listed below.

- a. The Contractor's invoice, on NAVFAC Form 7300/30 furnished by the Government, showing in summary form, the basis for arriving at the amount of the invoice. Form 7300/30 shall include certification by Quality Control (QC) Manager as required by the contract.
- b. The Contract Performance Statement on NAVFAC Form 7300/31 furnished by the Government showing in detail: the estimated cost, percentage of completion, and value of completed performance.
- c. Updated Project Schedule and reports required by the contract.
- d. Contractor Safety Self Evaluation Checklist.

- e. Other supporting documents as requested.
- f. Updated copy of submittal register.
- g. Invoices not completed in accordance with contract requirements will be returned to the Contractor for correction of the deficiencies.
- h. Final release (for final payment only)

**Submission of Invoices**

If NFAS Clause 5252.232-9301 is included in the contract, the documents listed in paragraph "CONTENT OF INVOICE" shall be provided in their entirety as attachments in Wide Area Work Flow (WAWF) for each invoice submitted. The maximum size of each WAWF attachment is two megabytes, but there are no limits on the number of attachments. If a document cannot be attached in WAWF due to system or size restriction it shall be provided as instructed by the Contracting Officer.

Monthly invoices and supporting forms for work performed through the anniversary award date of the contract shall be submitted to the Contracting Officer within 5 calendar days of the date of invoice. For example, contract award date is the 7th of the month, the date of each monthly invoice shall be the 7th and the invoice shall be submitted by the 12th of the month.

**Final Invoice**

- a. For each individual task order, a final invoice shall be accompanied by the certification required by DFARS 252.247.7023 TRANSPORTATION OF SUPPLIES BY SEA, and the Contractor's Final Release. If the Contractor is incorporated, the Final Release shall contain the corporate seal. An officer of the corporation shall sign and the corporate secretary shall certify the Final Release.
- b. For final invoices being submitted via WAWF, the original Contractor's Final Release Form and required certification of Transportation of Supplies by Sea must be provided directly to the respective Contracting Officer prior to submission of the final invoice. Once receipt of the original Final Release Form and required certification of Transportation of Supplies by Sea has been confirmed by the Contracting Officer, the Contractor shall then submit final invoice and attach a copy of the Final Release Form and required certification of Transportation of Supplies by Sea in WAWF.
- c. Final invoices not accompanied by the Contractor's Final Release and required certification of Transportation of Supplies by Sea will be considered incomplete and will be returned to the Contractor.

**PAYMENTS TO THE CONTRACTOR**

Payments will be made on submission of itemized requests by the Contractor which comply with the requirements of this section, and will be subject to reduction for overpayments or increase for underpayments made on previous payments to the Contractor.

**Obligation of Government Payments**

The obligation of the Government to make payments required under the provisions of this contract will, at the discretion of the Contracting Officer, be subject to reductions and/or suspensions permitted under the FAR and agency regulations including the following in accordance with "FAR 32.503-6:

- a. Reasonable deductions due to defects in material or workmanship;
- b. Claims which the Government may have against the Contractor under or in connection with this contract;
- c. Unless otherwise adjusted, repayment to the Government upon demand for overpayments made to the Contractor; and
- d. Failure to provide up to date record drawings not current as stated in Contract Clause "FAC 5252.236-9310, Record Drawings."

#### **Payment for Onsite and Offsite Materials**

Progress payments may be made to the contractor for materials delivered on the site, for materials stored off construction sites, or materials that are in transit to the construction sites under the following conditions:

- a. FAR 52.232-5(b) Payments under Fixed Price Construction Contracts.
- b. Materials delivered on the site but not installed, including completed preparatory work, and off-site materials to be considered for progress payment shall be major high cost, long lead, special order, or specialty items, not susceptible to deterioration or physical damage in storage or in transit to the construction site. Examples of materials acceptable for payment consideration include, but are not limited to, structural steel, non-magnetic steel, non-magnetic aggregate, equipment, machinery, large pipe and fittings, precast/prestressed concrete products, plastic lumber (e.g., fender piles/curbs), and high-voltage electrical cable. Materials not acceptable for payment include consumable materials such as nails, fasteners, conduits, gypsum board, glass, insulation, and wall coverings.
- c. Materials to be considered for progress payment prior to installation shall be specifically and separately identified in the Contractor's estimates of work submitted for the Contracting Officer's approval in accordance with Schedule of Prices requirement of this contract. Requests for progress payment consideration for such items shall be supported by documents establishing their value and that the title requirements of the clause at FAR 52.232-5 have been met.
- d. Materials are adequately insured and protected from theft and exposure.
- e. Provide a written consent from the surety company with each payment request for offsite materials.

#### **G.5 RETENTION, WITHHOLDING OF FUNDS, AND DISALLOWANCES**

If the Contractor fails to maintain the record drawings as required in Section C, the Contracting Officer will consider that satisfactory progress has not been achieved for the period in question, thereby requiring the retention of 10% of any payments to be made until such drawings are made current. Additionally, the estimated cost of maintaining the record drawings will be retained from any such payments until satisfactory progress is maintained.

The Contracting Officer may disallow payment for invoiced items of work if Government review reveals the work was not performed, and/or a required applicable submittal has not been approved.

#### **G.6 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK**

The Contractor shall be required to commence work required by a delivery order at the time specified on the delivery order, prosecute the work, and complete the entire work not later than the completion time specified on the delivery order. The time stated for completion shall include final cleanup of the premises, and final acceptance. Contractor shall follow the requirements stated in 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984), as referenced in Section I.

#### **G.7 SUPERINTENDENCE**

Unless specified otherwise in the individual Task Orders, the Contractor shall provide supervision in accordance with FAR Clause 52.236-6, "SUPERINTENDENCE BY THE CONTRACTOR (Apr 1984)" as follows:

- (1) When any combination of Task Orders, at any one geographic installation Ordering Office exceeds \$100,000, a minimum of one full-time superintendent is required at that installation/Ordering Office. The superintendent shall be at the installation/Ordering Office at all times when work is being performed.
- (2) When any individual Task Order exceeds \$100,000, a full-time superintendent is required to be at the job site of that Task Order at all times when work is being performed.

The superintendent shall be able to converse in and understand the English language. If any Task Order involves non-English speaking workers, the Contractor shall provide the ability to translate instructions to the entire work force.

The superintendent(s) shall be authorized by the Contractor to maintain sufficient civilian personnel to accomplish all phases of the work in a satisfactory and acceptable manner and to discharge for cause unsatisfactory employees.

It shall be the responsibility of the Contractor to provide a responsible official of the company to represent him in all matters pertaining to work under this contract. He shall be available, in person, by telephone, to respond to any and all problems to the Contracting Officer at all times when work is being performed.

The cost of superintendence is included in the contractor's coefficient and will not be compensated separately.

#### **G.8 PROPOSED MATERIAL SUBMITTALS, CATALOG DATA, AND SAMPLES**

Proposed material submittals required of the Contractor shall be made allowing sufficient time for processing, reviews, approval, and procurement before the Contractor is ready to use the material. Material installed prior to written submittal approval will be at risk of removal and replacement at the Contractor's expense. Submittals for long lead time manufacturers' items shall be submitted with the Contractor's proposal at the Government's request.

The Contractor shall certify on all submittals that the material being proposed conforms to contract requirements and can be installed in the space provided.

Deviations from Task Order requirements are discouraged. In the event the Contractor determines that a deviation is necessary, the Contractor shall state under separate cover letter specifically what portion varies, why deviation is necessary, and include a complete breakdown of the difference in cost, either additive or deductive, in compliance with the terms of this contract.

- (1) Request for deviations and/or variations shall NOT be included on submittals. If a deviation of material is approved by the Contracting Officer, the material can be submitted in the normal manner with a copy

of the letter or approval attached. Incomplete submittals and submittals with inadequate data will be rejected.

- (2) Warrants for deviations: If the Contractor determines a deviation is necessary, the Contractor shall warrant that: The entire contract has been reviewed in order to establish that the deviation, when incorporated, will be compatible with all other elements of construction and that the Contractor shall take any action and bear any additional expense which may arise by reason of incorporating the proposed deviation, including, but not limited to, change in this or other elements of construction resulting from the incompatibility of the proposed deviation with any other element of construction.

When required, catalog data shall be on printed pages on permanent copies of the manufacturer's catalogs.

Samples in the quantity specified shall be marked to show the name of the material, the name of the supplier, the contract number, delivery order number, the segment of work where the material represented by the sample is to be used, and the name of the Contractor submitting the sample.

Technical Publications: The Contractor shall furnish four copies of installation, operation and maintenance manuals for all mechanical and electrical equipment as well as for the other systems or products when such manuals are required by the equipment being installed.

## **G.9 COMMUNICATION WITH THE GOVERNMENT**

All documentation between the Contractor and the Government, including the proposals and award documents, shall be accomplished electronically utilizing internet E-mail to the greatest extent possible. The Contractor shall make provisions for the printing of electronic drawings to paper copy as needed for their own use. Web-based construction management systems, such as NAVFAC's WebCM, may be required by Ordering Offices to process Daily Reports, RFI's and submittals on individual Task Orders.

## **G.10 MINIMUM INSURANCE REQUIREMENTS**

Within fifteen (15) days after award of this contract, the Contractor shall furnish the Contracting Officer a certificate of insurance as evidence of the existence of insurance. Coverage shall be in amounts not less than specified below in accordance with **52.228-5, INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**, as referenced in Section I.

1. Comprehensive General Liability: \$500,000 per occurrence
2. Automobile Liability: \$200,000 per person, \$500,000 per occurrence for bodily injury, \$20,000 per occurrence for property damage
3. Workmen's Compensation: As required by Federal and State workers' compensation and occupational disease laws.
4. Employer's Liability Coverage: \$100,000, except in States where workers compensation may not be written by private carriers.
5. Others as required by law.

The Contractor shall procure and maintain this insurance during the entire period of performance under this contract.

The Certificate of Insurance shall provide for 30 calendar days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

The above insurance coverage is to extend to Contractor personnel operating Government-owned equipment and vehicles.

For projects which require removal of asbestos containing materials the Asbestos Contractor or Subcontractor, as the case may be shall provide occurrence-based liability insurance with asbestos coverage in an amount not less than \$1,000,000 and shall name the Government as additional insured.

## Section H - Special Contract Requirements

SECTION H

## PART I - THE SCHEDULE

## SECTION H: SPECIAL CONTRACT REQUIREMENTS

## TABLE OF CONTENTS

PARAGRAPH    TITLE

H.1	DEFINITIONS
H.2	DIRECTIVES
H.3	UFGS 00 73 04 SUPPLEMENTARY CONDITIONS FOR PROJECTS IN MEDITERRANEAN AREA
H.4	INSTALLATION REGULATIONS
H.5	BASE ACCESS REQUIREMENTS
H.6	QUALITY CONTROL
H.7	FIRE PREVENTION
H.8	ENERGY & WATER CONSERVATION
H.9	ENVIRONMENTAL PROTECTION
H.10	DISPOSITION OF WASTE MATERIAL
H.11	HEALTH AND SAFETY
H.12	ACCESS TO BUILDINGS
H.13	UNDERGROUND UTILITIES
H.14	IDENTIFICATION OF CONTRACTOR VEHICLES
H.15	PERMITS
H.16	EQUIPMENT WARRANTY TAG
H.17	RECORDING AND PRESERVING HISTORICAL AND ARCHEOLOGICAL FINDS
H.18	CONDUCTING CONTRACT BUSINESS
H.19	FINAL CLEAN UP COSTS
H.20	ELEVATORS
H.21	PHOTOGRAPHY
H.22	TEMPORARY FACILITIES AND CONTROLS
H.23	DISCLOSURE OF INFORMATION
H.24	CONTRACTOR USE OF RADIOACTIVE MATERIAL
H.25	NOTICE TO CONTRACTOR OF DRUG DETECTION

## H.1 DEFINITIONS

As used throughout the contract, the following terms shall have the meaning set forth below:

**Contracting Officer (KO):** The individual designated to administer the contract. Throughout this contract this individual will be responsible and possess the authority to act on behalf of the Government with respect to the specific contract.

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

**Contractor (KTR):** The term Contractor refers to both the prime Contractor and subcontractors, including the Designer of Record.

**Designer of Record (DOR):** Individual working as a subcontractor to or partner with prime Contractor who provides drawings/designs for this contract.

**Quality Control (QC):** Contractor's system to control the quality of design, material, equipment and construction.

**Quality Assurance (QA) Program:** Government's program to evaluate the effectiveness of the Contractor's quality control. The Government's QA Program is not a substitute for the Contractor's QC Program.

**Federal Holidays:** New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day; Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

**Contract:** Contract or task order.

**Certified Construction Health & Safety Technician (CHST):** An individual who is currently certified as a CHST by the Board of Certified Safety Professionals.

**Certified Industrial Hygienist (CIH):** An individual who is currently certified as a CIH by the American Board of Industrial Hygiene.

**Certified Safety Professional (CSP):** An individual who is currently certified as a CSP by the Board of Certified Safety Professionals.

**Certified Safety Trained Supervisor (STS):** An individual who is currently certified as an STS by the Board of Certified Safety Professionals.

**Competent Person:** A person who is capable of identifying or predicting hazards or hazardous conditions and has the authority to take prompt corrective measures to eliminate them. The competent person assists writing the AHA and signs it if the phase of work requires a particular competent person (e.g., fall protection, excavation/trenching, scaffolding).

**Competent Person for Fall Protection:** A person designated in writing by the employer to be responsible for the immediate supervision, implementation and monitoring of the fall protection program, who through training, knowledge and experience in fall protection and rescue systems and equipment, is capable of identifying,

evaluating, and addressing existing and potential fall hazards and, who has the authority to take prompt corrective measures with regard to such hazards.

**Qualified Person:** One who, by possession of a recognized degree, certificate, or professional standing and has extensive knowledge, training, and experience and has successfully demonstrated his/her ability to solve or resolve problems related to the subject matter, work, or the project.

**High Visibility Accident:** Any mishap which may generate publicity and/or high visibility.

**Medical Treatment:** Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.

**Operating Envelope:** The area surrounding any crane. Inside this "envelope" is the crane, the operator, riggers and crane walkers, rigging gear between the hook and the load, the load and the crane's supporting structure (ground, rail, etc.).

**Qualified Person for Fall Protection:** A person with a recognized degree or professional certificate and with extensive knowledge, training and experience in the fall protection and rescue field who is capable of designing, analyzing, evaluating and specifying fall protection and rescue systems.

**Excavation Work:** Digging, saw-cutting, or core drilling of all vertical and horizontal surfaces to include building interiors.

## **H.2 DIRECTIVES**

The contractor shall be knowledgeable of all applicable Department of Defense (DOD) Secretary of the Navy (SECNAV), Chief of Naval operations (OPNAV), Naval Engineering Command (NAVFAC), and all other directives and instructions as cited in Section J.

The Contractor shall become acquainted with the applicable sections of the regulations and other publications set forth herein. The Contractor is only obligated to follow those coded as mandatory and only to the extent stated in this specification when a specific part of this document is referenced herein.

The Contractor and all employees of the Contractor shall be acquainted with and obey all Government and Installation regulations as posted, or as requested by the Contracting Officer and or a designated representative. Government and Installation regulations become binding on the contractor upon posting or issuance by Contracting Officer and/or a designated representative.

## **H.3 SUPPLEMENTARY CONDITIONS FOR PROJECTS IN MEDITERRANEAN AREA**

DOCUMENT 00 73 04

SUPPLEMENTARY CONDITIONS FOR PROJECTS IN MEDITERRANEAN AREA

08/08

PART 1 GENERAL

PUBLIC RELEASE OF INFORMATION

Prohibition

There shall be no public release of information or photographs concerning any aspect of the materials or services relating to this bid, contract, or purchase order or other documents resulting therefrom without the prior written approval of the Contracting Officer.

#### Subcontracts and Purchase Orders

The Contractor agrees to insert the substance of above paragraph "Prohibition" in each subcontract and purchase order generated for this contract.

#### ENGLISH SPEAKING REPRESENTATIVE

At all times when any performance of the work at the site is being conducted by any employee of the Contractor or his subcontractors, the Contractor shall have a representative present on the site who is capable of explaining the work operations and receiving instructions in the English language. The Contracting Officer shall have the right to determine without appeal of such decision, whether the proposed representative has sufficient technical and lingual capabilities and the Contractor shall immediately replace any individual not acceptable to the Contracting Officer. The Construction Contractor's qualified Project Manager, on-site Superintendent, Quality Control Manager, and Quality Control Specialist shall be fluent (can read, speak, and write) in English.

#### NORMS AND LAWS

In case of differences between project specifications or the accompanying drawings and referenced norms and laws, norms and laws shall govern. In case of differences between project specifications and the accompanying drawings, the specifications shall govern.

#### INDUSTRY STANDARDS

When both U.S. and European, or Greek Industry Standards are applicable to this project and the standards are in conflict with each other, the most stringent of the industry shall govern.

#### PROHIBITED ITEMS

Use of the following items in this construction project is prohibited:

- a. Use of aluminum for electrical conductors.
- b. Embedding aluminum conduit in concrete.
- c. Use of fluorescent light ballasts and other products containing PCB's.
- d. Use of urea-formaldehyde foam insulation products.
- e. Use of any paint/coatings having a lead content of over 0.06 percent by weight of non-volatile content. The use of ozone depleting chemicals is prohibited. The use of zinc-chromate is prohibited.
- f. The use of materials containing asbestos is prohibited.

#### PROPRIETARY NAMES

Manufacturer's proprietary names indicated for colors, textures and patterns of materials are for the purpose of color, texture and pattern selection only. Other manufacturers' materials are acceptable and

provided they closely approximate colors, textures and patterns indicated and provided they conform to all other requirements subject to Contracting Officer's approval.

#### SUBMITTAL OF PROOF OF QUALIFICATIONS AND EXPERIENCE

Where qualifications or experience requirements are set forth in the specifications with respect to equipment and equipment installers, written proof of such qualifications or experience must be provided within thirty (30) calendar days after Contract award, and before placing any order for such equipment or before dispatching equipment installers to the project site.

#### ORAL MODIFICATION

No oral statement of any person other than the Contracting Officer as provided in the clause in this Contract entitled FAR 52.243-4 "Changes" (AUG 1987), shall in any manner or degree modify or otherwise affect the terms of this Contract.

#### NO WAIVER BY GOVERNMENT

The failure of the Government, in any one or more instances, to insist upon the strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

#### FINAL GOVERNING STANDARDS (FGS)

Final Governing Standards (FGS) for environmental protection at DOD installations and facilities in Greece went into effect June 1994. These standards were developed by comparing and adopting the more protective requirements of the Overseas Environmental Baseline Guidance Document (OEBGD), European Union and national, regional, and local environmental laws and regulations. The FGS are applicable to work under this contract. The FGS (both English and local language versions) may be reviewed at the PWD Office during normal business hours.

### **H.4 INSTALLATION REGULATIONS**

**H.4.1** The Contractor shall furnish a list of contact personnel for the Contractor and subcontractors including addresses and telephone numbers for use in the event of an emergency. As changes occur and additional information becomes available, correct and change the information contained in previous lists.

#### **H.4.2. Identification Badges**

Identification badges, if required, will be furnished based on the individual installation security procedures. The application for and use of badges will be as directed. Contractor is responsible for all costs associated with obtaining proper credentials. Contractor shall immediately report instances of lost or stolen badges to the Contracting Officer. All Contractor and subcontractor personnel shall be required to possess and wear identification badges at all times when working within the confines of the individual military bases or other job site location under this contract.

#### **H.4.3 Contractor Personnel Requirements**

Failure to obtain entry approval will not affect the contract price or time of completion. All Contractor personnel shall become familiar with and obey all Government regulations including fire, traffic, and

security regulations. Refer to individual Task Order or Installation requirements provided at the preconstruction conference.

## **H.5 BASE ACCESS REQUIREMENTS**

Base Access procedures are stated in OPNAVINST 5530.14 and NAVSUPACTS OUDABAYINST 5512.1. The Contractor shall submit Base Access requests through PWD. The access requirements are subject to change at any time. The Contractor shall comply with the most recent DoD, Navy, and base access requirements as well as any supplemental documents related to base access requirements, as applicable. Any additional costs for changed requirements will not be reimbursed to the Contractor. The current requirements are below:

1. Greek Citizens
  - a. Documentation to include with Base Access Form
    - (1) Greek ID number
  - b. Documentation to bring when picking up Base Access Pass
    - (1) Greek ID
    - (2) Local police record check (must be the original and not a copy) conducted within the past 30 days. The police record check is valid for 6 months.
2. EU Citizens (Non-Greek)
  - a. Documentation to include with Base Access Form
    - (1) Legible, color copy of passport and EU ID card. EU citizens without a passport will be considered on a case by case basis.
  - b. Documentation to bring when picking up Base Access Pass
    - (1) Passport and EU ID card (must be the original and not a copy for passport and ID). One form of identification will be collected by Hellenic Air Force personnel at the Greek gate and returned upon exit. Second form of ID will serve as identification at the US gate. For personnel without a passport, they will need to provide another form of photo identification.
    - (2) Local police record check (must be the original and not a copy) conducted within the past 30 days. The police record check is valid for 6 months.
3. Non-EU Third Country Nationals
  - a. Documentation to include with Base Access Form
    - (1) Legible, color copy of passport and Greek residence card. Documentation must show at least two years of residency in Greece.
  - b. Documentation to bring when picking up Base Access Pass
    - (1) Passport and Greek residence card (must be the original and not a copy for passport and residence card). One form of identification will be collected by Hellenic Air Force personnel at the Greek gate and returned upon exit. Second form of ID will serve as identification at the US gate.
    - (2) Local police record check (must be the original and not a copy) conducted within the past 30 days. The police record check is valid for 6 months.
4. The Contractor shall not include more than 15 names on each Base Access Request Form. (Multiple forms may be submitted.)
5. On the 15th of each month, the Contractor shall provide their most current roster of personnel highlighting any names that need to be removed from the Base Access List.

6. Base Access Requests for New Personnel (Personnel requiring access for the first time) need to be submitted 45 days prior to the day he/she needs access to the base (e.g. if the person is expected to start work at the beginning of May, the base access request needs to be submitted by 15 March).
7. Base Access Renewal Requests for Current Personnel (Those that have access currently) need to be submitted 30 days prior (e.g. if the person is expected to start work at the beginning of May, the base access request needs to be submitted by 01 April).

## **H.6 QUALITY CONTROL**

The Quality Control (QC) program is a concerted effort of the Contractor and Government personnel to ensure that quality standards are met under contract terms. Quality Management consists of two parts: Quality Control (QC), established and directed by the Contractor, and Quality Assurance (QA), the Government's program to maximize project quality elements. The Contractor's QC organization for each Task Order shall include a QC Manager and any QC Specialists that are specified in the Task Order RFP.

Costs for the QC Manager shall be included in the Contractor's Coefficient.

The Contractor shall establish and maintain an inspection system in accordance with the FAR Clause 52.246-12, INSPECTION OF CONSTRUCTION, to ensure that the work performed conforms to the contract requirements.

### **H.6.1 QC Plan**

Submit a QC plan for Government review and acceptance. Submittal requirements for this deliverable are posted in Section F – Deliveries or Performance.

The Contractor shall maintain a file of all scheduled and performed QC inspections, inspection results, and dates and details of corrective and preventive actions. The file shall be the property of the Government and made available during the Government's regular working hours. The QC plan shall be submitted in a 3-ring binder with one electronic copy that covers the overarching QC procedures that are instituted for all Task Orders under this contract. The General QC plan shall include the following:

- 1) **NAMES, QUALIFICATIONS and RESPONSIBILITIES:** For each person in the QC organization (design and construction).
- 2) **OUTSIDE ORGANIZATIONS:** Outside organizations, including architectural and consulting engineering firms and a description of the services these firms will provide.
- 3) **INITIAL SUBMITTAL REGISTER (DESIGN & CONSTRUCTION):** Include submittal reviewer, estimated date of delivery, and identify which design submittals require Government approval prior to construction, and which construction submittals require DOR or Government approval prior to construction.
- 4) **TESTING LABORATORIES:** Accredited laboratories as applicable.
- 5) **TESTING PLAN AND LOG:** Tests required, referenced by specification paragraph number requiring the test, frequency, and person responsible for each test.
- 6) **LIST OF DEFINABLE FEATURES:** A Definable Feature of Work (DFOW) is a task, which is separate and distinct from other tasks, and has the same control requirements and work crews.
- 6) **COMMUNICATION PLAN:** Provide a plan for key decisions and possible problems the Contractor and Government may encounter during the design phase of the project. Communication Plan shall

indicate the frequency of design meetings and what information is covered in those meetings, key design decision points tied to the Network Analysis Schedule and how the DOR plans to include the Government in those decisions, peer review procedures, interdisciplinary coordination, design review procedures, and comment resolution.

#### **H.6.2 QC Manager Responsibilities:**

1. Participate in the Project Kick-off, Partnering, Coordination Meetings and Production Meetings.
2. Ensure that no construction begins before required submittals are approved. Submit Material Safety Data Sheets (MSDS) to the Government as applicable. Immediately stop any work that does not comply with the Task Order scope of work, and direct the removal and replacement of any defective work.
3. Immediately stop any work that does not comply with contract plans and specifications, and direct the removal and replacement of any defective work.
4. Prepare QC Reports.
5. Prepare daily Contractor Production Reports.
6. Hold biweekly Task Order QC meetings with Superintendent and Government team; participation shall be suitable for the phase of work.
7. Consult SSHO to ensure that safety inspections are performed.
8. Maintain submittal log.
9. Maintain updated as-built drawings on site.
10. Maintain testing plan and log (if required by Task Order). Ensure that all testing is performed per contract.
11. Maintain deficiency log on site, noting dates deficiency identified, and date corrected.
12. Certify and sign each invoice stating that all work to be paid under the invoice has been completed in accordance with contract requirements.
13. Perform Punch-out and Pre-final inspections, and participate in Final Inspections. Establish list of deficiencies; correct prior to the Final inspection.
14. Ensure that all required keys, operation and maintenance manuals, and warranty certificates are submitted to the Contracting Officer.

#### **QC Manager Uses the Three Phases of Control process for construction QC:**

1. Preparatory Phase: Review all applicable documents for compliance with all applicable laws, codes, regulations, and the requirements of the contract, including contract drawings and specifications. Determine requirements for testing and certification. Review submittal approvals for materials, equipment, shop drawings, and applicable methods of construction and installation. Include all Preparatory Phase items in the QC Report.
2. Initial Phase: Observe and inspect the initial portion of the work performed under a definable feature of work to establish the quality of the workmanship, resolve conflicts in construction, ensure that testing is done and certified as required, and to check all work procedures to ascertain the work is in conformance with required safety requirements. Record and report nonconforming work and work not of acceptable quality and requiring correction or rework. Include all Initial Phase items, along with initial phase checklist and, in the QC Report.
3. Follow-Up Phase: Occurs at the completion of each Definable Feature of Work (DFOW). Ensure the work is in compliance with contract requirements, quality of workmanship for all work is maintained, and all work performed meets safety requirements. Include all Follow-Up Phase items, including date, in the QC Report.

The QC Manager must possess a current certificate showing successful completion of the NAVFAC Contractor Quality Management (CQM) Training.

Contractor Daily Quality Control Report: Other requirements of this deliverable are posted in Section F – Deliveries or Performance. Contractor Quality Control Reports are to be prepared, signed and dated by the Project QC Manager and shall contain the following information:

1. Date of report, report number, contract number
2. Identify by Task Order number and project title where Preparatory Phase work was performed today.
3. Identify by Task Order number and project title where Initial Phase work was performed today.
4. Results of the Follow-up Phase inspections held today.
5. Include a “Remarks” section in this report which will contain pertinent information including direction received, quality control problem areas, deviations from the QC plan, construction deficiencies encountered, QC meetings held, and corrective action taken by the Contractor.
6. Contractor Quality Control Report certification, signature and date.

## **H.7 FIRE PREVENTION**

The Contractor shall ensure that his employees shall know how to activate a fire alarm or otherwise notify the local Fire Department in the event of an emergency. The Contractor shall observe all requirements for handling and storage of combustible supplies, materials, waste and trash. Contractor employees shall be trained to properly respond to a fire alarm or fire in accordance with activity instructions.

## **H.8 ENERGY & WATER CONSERVATION**

The Contractor shall participate actively in the activity’s energy & water conservation program. The Contractor shall comply with the base energy conservation program as defined in local base regulations. Use of high energy consuming tools or equipment shall be approved by the Contracting Officer and/or a designated representative prior to use.

The Contractor shall observe the most recent version of the Energy and Water Management Program, NAVSUPACTS OUDABAYINST 4100.1G. It is mandatory that the Contractor obtain a copy of this instruction and post it in a conspicuous location for the Contractor's employees to read. Copies of the instructions are available from the PWD office. Ensure that employees comply with these regulations at all times. It is suggested that an employee be appointed as energy monitor by the Contractor for buildings under the jurisdiction of the Contractor.

## **H.9 ENVIRONMENTAL PROTECTION**

The Contractor shall provide and maintain, during the life of the contract, environmental protection as defined herein and on individual Task Order(s). Plan for and provide environmental protective measures to control pollution that develops during normal construction practice. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Comply with U.S., Host Nation, DoD, USN, and installation regulations and requirements pertaining to the environment, including but not limited to water, land, air, and noise pollution.

The Contractor is responsible for understanding and properly performing all requirements under federal, state, and local environmental laws, regulations and ordinances that are applicable to the work being performed under this contract. This responsibility extends to securing all permits required by such laws, regulations, and ordinances.

The Contractor is responsible for advising its agents, employees, subcontractors, and other personnel who will perform operations, activities, or services under this contract of these requirements.

The Contractor is responsible for the following:

1. Notifying the Government promptly upon receipt of regulatory notices, orders, or requests for information, and promptly supplying copies to the Government.

2. Complying with environmental regulatory notices or orders to the extent attributable to the Contractor.
3. Correcting conditions of environmental noncompliance identified by the Government in the absence of regulatory non-compliance notices. This includes cleaning up any contamination released from Contractor operations, whether such contamination is on or off Government property.
4. The Contractor is responsible, upon Government request, for providing the Government and/or any regulatory agency with any information that may be required regarding the actual or potential environmental impacts of Contractor's operations. The information shall be timely and complete and in a form acceptable to the Government and/or the regulatory agency.
5. Soil disturbance in known or suspected contaminated or otherwise environmentally regulated sites will only be permitted after approval of an Environmental Plan.

### **H.9.1 Archeological Sites**

The Request for Proposal for individual Task Order will identify when work shall be conducted on properties that are designated as historic places or areas of sensitive archeological or protected nature. The Contractor shall understand and comply with all applicable protection standards for such sites.

Comply with installation Natural and Cultural Resources Management User's Guide and/or Installation Natural Resources Management Plan and Cultural Resources Management Plan as applicable. If any construction work uncovers any cultural resource or potential cultural resource, the Contractor must stop that work and notify the KO immediately. Within 14 days the Government will coordinate with local authorities to determine how to proceed. If the resource is determined to be not of exploitable archaeological value, the Government will direct the Contractor to proceed without change. If the resource is determined to be of exploitable archaeological value, the Government will make a determination regarding how to proceed and notify the Contractor of impact to project via Task Order modification pursuant to FAR 52.243-4, Changes, or FAR 52.236-6, Differing Site Conditions.

### **H.9.2 Drinking water pipes**

If the Contractor is required to work on any potable water pipes or appurtenances, the Contractor shall not use lead-based solder.

## **H.10 DISPOSITION OF WASTE MATERIAL**

All debris, rubbish, hazardous waste, and non-usable material resulting from the work under this contract shall be disposed of by the contractor at his expense off Government property, as specified in section J, specification 01 74 19, "Construction Demolition and Waste Management". The Contractor shall make every effort to recycle, refer to specification section 01 62 35, "Recycled / Recovered Materials".

### **H.10.1 Salvage**

All non-usable surplus material and debris resulting from work under these specifications shall be removed from the site by the Contractor at their expense. The Government retains salvage rights to any material of archaeological or historical value as determined by the Contracting Officer.

The Contractor shall remove all material not claimed for salvage by the Government and disposed of off base bi-weekly or as specifically agreed to in a specific delivery order. The contractor shall dispose of hazardous waste in accordance with the Resource Conservation and Recovery Act and associated state and local regulations.

Except where indicated and/or specified otherwise in other sections, all material and equipment removed, but not reused, shall become the property of the Contractor and shall be removed from Government Property. Title to all material resulting from demolition, and all material and equipment to be removed, is vested to the Contractor upon approval by the Contracting Officer of the Contractor's demolition and removal procedures, and authorization by the Contracting Officer to begin demolition. The Government will not be responsible for the condition or loss of, or damage to, such property after notice to proceed. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.

Salvaged Materials and Equipment: Carefully remove materials and equipment that are specified to be removed by the Contractor and that are to remain the property of the Government, and deliver to a storage site, as directed.

#### **H.10.2 Reuse of Material and Equipment**

Carefully remove and store materials and equipment specified to be reused or relocated to prevent damage, and reinstall as the work progresses.

#### **H.10.3 Waste-Transporting Vehicles**

All vehicles transporting waste and debris from the job site shall be suitable for the task, properly loaded, and covered to prevent spillage during transport.

### **H.11 HEALTH AND SAFETY**

In addition to references and standards given in this section, the Contractor is responsible for understanding and complying with all Greece safety standards that govern work in the areas under any Task Order awarded. The publications listed below form a part of this contract to the extent referenced. For the life of the contract, the publication versions that are current at the time of contract award will be used. The publications are referred to within the text by the basic designation only.

#### **H.11.1 References**

##### AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z359.1, *Safety Requirements for Personal Fall Arrest System, Subsystems and Components*

ANSI A10.32, *Fall Protection Systems for Construction and Demolition Operations*

ANSI A10.6, *Demolition Operations*

ANSI A10.34, *Protection of the Public on or Adjacent to Construction Sites*

ANSI Z9.2, *Fundamentals Governing the Design and Operation of Local Exhaust Systems*

ANSI Z88.2, *Respiratory Protection*

ANSI Z358.1, *Emergency Eyewash and Shower Equipment*

##### AMERICAN WATER WORK ASSOCIATION

AWWA Standard C600 series, *Testing*

Appendix C, *Procedures for Pressure and Leakage Testing of Water Mains*

AWWA Standard C605, *Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water*

AWWA Standard C511, *Reduce-Pressure Principle Backflow Prevention Assembly*

AWWA Standard C651, *Disinfecting Water Mains*

AWWA Standard C652, *Disinfection of Water-Storage Facilities*

AWWA Standard C653, *Disinfection of Water Treatment Plants*

AWWA Standard C800, *Underground Service Line Valves & Fittings*

AWWA Standard M14, *Backflow Prevention and Cross-Connection Control*

ASME INTERNATIONAL (ASME)

ASME B30.22, *Articulating Boom Cranes*  
 ASME B30.3, *Construction Tower Cranes*  
 ASME B30.5, *Mobile and Locomotive Cranes*  
 ASME B30.8, *Floating Cranes and Floating Derricks*

AMERICAN SOCIETY OF TESTING AND MATERIALS (ASTM)

ASTM Standards on Lead-Based Paint Abatement in Buildings  
 ASTM E 1368, *Visual Inspection of Asbestos Abatement Projects*

DEPARTMENT OF DEFENSE (DoD)

MIL-STD-1472F, Military Standard, *Human Engineering Design Criteria for Military Systems, Equipment and Facilities*  
 DoD-HDBK 743A, *Anthropometry of US Military Personnel*

DEFENSE LOGISTICS AGENCY (DLA)

DLA 4145.25, *Storage and Handling of Compressed Gases and Liquids in Cylinders*

EPA Standards and Documents – General

15 U.S.C. 2601 – *Toxic Substances Control Act*  
 EPA Title X – *The Residential Lead Based Paint Hazard Reduction Act*  
 EPA & HUD – *Lead Safe Work Practices*  
 HUD Guidelines, *Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing*

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 241, *Safeguarding Construction, Alteration, and Demolition Operations*  
 NFPA 51B, *Fire Prevention During Welding, Cutting, and Other Hot Work*  
 NFPA 70, *National Electrical Code*  
 NFPA 70E, *Electrical Safety in the Workplace*

NAVFAC

NAVFAC P-307, *Management of Weight Handling Equipment*

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1, *Safety -- Safety and Health Requirements*

UNITED FACILITIES CRITERIA (UFC)

UFC 3-560-01, *Electrical Safety, O&M*  
 UFC 3-230-01, *Water Storage, Distribution, and Transmission*

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910, *Occupational Safety and Health Standards*  
 29 CFR 1910.146, *Permit-required Confined Spaces*  
 29 CFR 1915, *Occupational Safety and Health Standards for Shipyard Employment*  
 29 CFR 1926, *Safety and Health Regulations for Construction*

**H.11.2 Submittals**

A "G" following a submittal indicates that Government approval action is required.

- 1) Contractor Accident Prevention Plan (APP), comply with EM 385-1-1, Appendix A; G
- 2) Contractor Safety Self-Evaluation Checklist; G
- 3) Monthly Work-Hour Reports
- 4) Crane Critical Lift Plan; G

- 5) Accident Reports – submit if incidence occurs.
- 6) Activity Hazard Analyses, as applicable

### **H.11.3 Weight Handling Equipment (WHE) Accident**

A WHE accident occurs when any one or more of the six elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents, even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over).

### **H.11.4 Contractor Safety Self-Evaluation Checklist**

Contracting Officer will provide a "Contractor Safety Self-Evaluation checklist" to the Contractor at the pre-construction conference. Complete the checklist monthly and submit with each request for payment. A score of 90 or greater is required. Failure to submit the completed safety self-evaluation checklist or achieve a score of at least 90 will result in retention of up to ten (10) percent of the voucher.

### **H.11.5 Regulatory Requirements**

In addition to the detailed requirements included in this contract, work performed shall comply with USACE EM 385-1-1, and the laws, ordinances, criteria, rules and regulations included in Attachment A. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply. UFC 3-560-01 takes precedence over all other guidance for electrical safety.

### **H.11.6 Accident Notification and Reports**

#### **H.11.6.1 Recordable injuries and illnesses**

For recordable injuries and illnesses, and property damage accidents resulting in at least \$2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, fill out the Contractor Incident Report (CIR) electronically and submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) within 5 calendar days of incident. The Contracting Officer will provide copies of any required or special forms.

#### **H.11.6.2 Weight handling equipment accident (including rigging gear accidents)**

The Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the WHE Accident Report (Crane and Rigging Gear) form and provide the report to the Contracting Officer within 30 calendar days of the accident. Crane operations shall not proceed until cause is determined and corrective actions have been implemented to the satisfaction of the contracting officer. The Contracting Officer will provide a blank copy of the accident report form.

#### **H.11.6.3 Notifying the Contracting Officer**

The Contractor shall notify the Contracting Officer as soon as practical, but not later than four hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any weight handling equipment accident. Include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident ( e.g., type of construction equipment used, PPE used). Preserve the conditions and evidence on accident site until the Government investigation team arrives and Government investigation is conducted.

#### **H.11.6.4 Monthly Work-Hour Reports**

Monthly work-hour reporting to the Contracting Officer is required to be attached to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. The Contracting Officer will provide copies of any special forms.

#### **H.11.7 Hot Work**

Prior to performing "Hot Work" (e.g., welding, cutting) or operating other flame producing/ spark-producing devices, request a written permit from the Fire Division.  
**CONTRACTORS ARE REQUIRED TO MEET ALL CRITERIA BEFORE A PERMIT IS ISSUED.**  
Criteria shall be defined as that meeting industry standard for the work being performed.

It is mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch shall be trained in accordance with NFPA 51B and remain on-site as required after completion of the task or as specified on the hot work permit.

#### **H.11.8 Hazardous Material Use**

Each hazardous material must receive approval prior to being brought onto the job site or prior to any other use in connection with this contract. Allow a minimum of 10 working days for processing of the request for use of a Hazardous Material (HazMat).

The Contractor shall provide a Safety Data Sheet(s) for all HazMat brought on base and to all jobsite locations.

All HazMat drivers shall hold a Greek ADR license (European Union hazardous material transport course).

Hazardous material will be screened for the following prohibited constituents:

- ... Asbestos
- ... Acrylonitrile
- ... Arsenic
- ... Benzene
- ... Beryllium
- ... Cadmium
- ... Chrome VI (hexavalent chromium)
- ... Formaldehyde
- ... Isocyanates
- ... Mercury
- ... Methylene chloride

- ... Lead
- ... Polychlorinated biphenyls (PCBs)
- ... Vinyl chloride
- ... Carcinogen's in amounts greater than 0.1%
- ... Chemical substances or mixtures subject to an order under 15 U.S. § 2606.
- ... Toxic water pollutants defined in 33 U.S.C. § 502 (13) and regulated under 33 U.S.C. § 1317.
- ... Hazardous air pollutants regulated under 42 U.S.C. § 112.
- ... Extremely hazardous substances described in 42 U.S.C. § 11002(a)(2).

If flammable liquids (flashpoint 200 F or above) are to be stored on site, provide a flammable liquid storage cabinet in compliance with specifications of NFPA 30, Chapter 14. The Contractor may be required to Register hazardous material storage units (e.g. provide a Point of Contact) and allow the temporary application of additional provided signs or forms if required by local instructions.

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with USACE EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, or lead-based paint are prohibited. The Contracting Officer, upon written request may consider exceptions to the use of any of the above excluded materials.

The Request for Proposal should have identified materials such as PCB, lead paint, and friable and non-friable asbestos. If material, not indicated, that may be hazardous to human health upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to FAR 52.243-4, *Changes*, and FAR 52.236-2, *Differing Site Conditions*.

#### **H.11.9 Pre-outage Coordination Meeting (Utilities)**

Apply for utility outages at least 15 days in advance. As a minimum, include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Once approved, and prior to beginning work on the utility system requiring shut down, attend a pre-outage coordination meeting with the Contracting Officer to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

#### **H.11.10 Fall Hazard Protection and Prevention Program**

Establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. Include company policy; identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures.

##### **H.11.10.1 Fall Protection for Roofing Work**

Implement all protection controls based on the type of roof being constructed and work being performed. Evaluate the roof area to be accessed for its structural integrity including weight-bearing capabilities for the projected loading.

- 1) A safety monitoring system is not adequate fall protection for low sloped roofs and is not authorized.
- 2) Work on steep-sloped roofs, including residential or housing type construction, requires a personal fall arrest system, guardrails with toe-boards, or safety nets.

#### **H.11.10.2 Fall Prevention and Design**

During design, consider and eliminate fall hazards encountered at the facility during maintenance evolutions whenever possible. If it is not feasible to eliminate or prevent the need to work at heights with its subsequent exposure to fall hazards, include control measures in the design to protect personnel conducting maintenance work after completion of the project. In addition to the detailed requirements included in the provisions of this contract, incorporate the requirements of 29 CFR 1910 Standards in the design (29 CFR 1915 applies for work in Shipyards).

### **H.11.11 Weight Handling Equipment**

#### **H.11.11.1 Certificate of Compliance (Cranes)**

Provide a Certificate of Compliance for each crane and Multi-Purpose Machine, Material Handling Equipment (Forklifts), and construction equipment when used as cranes to lift suspended loads entering an activity under this contract (see Contracting Officer for a blank certificate). Certificate shall state that the WHE and rigging gear meet applicable OSHA regulations (with the Contractor citing which OSHA regulations are applicable, e.g., WHE used in construction, demolition, or maintenance shall comply with 29 CFR 1926, *Occupational Safety and Health Standards for Construction*, and USACE EM 385-1-1, *Safety and Health Requirements Manual*, section 16 and NAVFAC P-307. The Certificate of Compliance shall state that the WHE operator(s) is qualified and trained in the operation of the WHE to be used. Also certify that all of its WHE operators working on the DOD activity have been trained in the proper use of all safety devices (e.g., anti-two block devices). Post these certifications on the cranes.

#### **H.11.11.3 Notification**

Notify the Contracting Officer 15 days in advance of any cranes entering the activity so that necessary quality assurance spot checks can be coordinated. Contractor's operator shall remain with the crane during the spot check.

#### **H.11.11.4 Requirements**

- 1.) Comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Perform erection under the supervision of a designated person (as defined in ASME B30.5). Perform all testing in accordance with the manufacturer's recommended procedures.
- 2.) Comply with ASME B30.5 for mobile and locomotive cranes, ASME B30.22 for articulating boom cranes, ASME B30.3 for construction tower cranes, and ASME B30.8 for floating cranes and floating derricks.
- 3.) Under no circumstance make a lift at or above 90% of the crane's rated capacity in any configuration.
- 4.) When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of USACE EM 385-1-1 section 11 and ASME B30.5 or ASME B30.22 as applicable.

- 5.) Use cribbing when performing lifts on outriggers.
- 6.) Position the crane hook/block directly over the load. Side loading of the crane is prohibited.
- 7.) Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall be available for review by Contracting Officer personnel.
- 8.) Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by Contracting Officer personnel.
- 9.) Certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).
- 10.) Take steps to ensure that wind speed does not contribute to loss of control of the load during lifting operations. Prior to conducting lifting operations, set a maximum wind speed at which a crane can be safely operated based on the equipment being used, the load being lifted, experience of operators and riggers, and hazards on the work site. Include this maximum wind speed determination in the activity hazard analysis plan for that operation.

#### **H.11.12 Utility Locations and Verification Prior to Excavation**

The Contractor shall obtain appropriate digging permit from Base personnel through Administrative Contracting Officer's Technical Representative prior to digging. All underground utilities in the work area must be positively identified by a private utility locating service in addition to any Installation locating service and coordinated with the Installation utility department. Maintain all markings during utility investigation throughout the contract.

Physically verify underground utility locations by hand digging using wood or fiberglass handled tools when any adjacent construction work is expected to come within three feet of the underground system. Use hand digging within 0.61 m (2 feet) of a known utility. If construction is parallel to an existing utility, expose the utility by hand digging every 30.5 m (100 feet) if parallel within 1.5 m (5 feet) of the excavation.

- a.) Excavation: All excavation works shall be in accordance with PWD's SOP for Excavation, PWD-EXCAVATION-01. All excavation requests shall be submitted to the Contracting Officer Technical Representative on PWD's Excavation Request Form, included in Attachment J.

#### **H.11.13 Utilities within Concrete Slabs**

Utilities located within concrete slabs are extremely difficult to identify due to the reinforcing steel used in the construction of these structures. Whenever work involves concrete chipping, saw cutting, or core drilling, the existing utility location must be coordinated with Installation utility departments in addition to a private locating service. Outages to isolate utility systems shall be used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the contractor from meeting this requirement.

#### **H.11.14 Conduct of Electrical Work**

Follow electrical safety criteria specified in UFC 3-560-01, USACE EM 385-1-1, *Safety and Health Requirements Manual*, and NFPA 70E, *Standard for Electrical Safety in the Workplace*, during the conduct of all work.

OSHA Approved Certification – The equipment installation and its component parts shall be in compliance with the applicable OSHA regulations in accordance with CFR Title 29, Chapter XVII, Part 1910 and installed in accordance with NEC/NFPA requirements. Approval shall be as specified under the “Approval” and “Acceptance” criteria in the OSHA regulations Subpart “O”, Machinery and Machine Guarding paragraph 1910.212 and Subpart “S” Electrical, paragraph 1910.303 and paragraph 1910.399. After equipment delivery and installation, and prior to testing, the Contractor shall provide an OSHA Certification Report. Failure to provide this certification report will delay acceptance of the equipment, and could result in rejection for failure to comply with the terms of the contract. This report documents the results of all tests performed, provides an assessment of the equipment performance for compliance with the contract requirements, and forms a basis for recommending a safety certification. The report, test and evaluation shall be a composite of those inspection requirements specified in the contract. The report shall be prepared in an orderly manner to clearly and accurately set forth the collected data and conclusion resulting from these inspection requirements, opinions and subjective conclusions shall be clearly identified. The report shall include, but is not limited to, the following:

1. List of all tests performed and by whom witnessed.
2. List of data used for evaluation.
3. Tabulation of all discrepancies related to specification performance requirements.
4. Description of limitations revealed by data utilized.
5. Actions taken to mitigate each discrepancy and limitation.
6. Recommendations for subsequent actions.
7. Summary conclusions.

Manufacturer Certification that equipment has been manufactured and installed to OSHA CFR 1910.399 (per definition of “acceptable”).

#### **H.11.15 Work in Confined Spaces**

In addition to the requirements of Section 06.I of USACE EM 385-1-1, *Safety and Health Requirements Manual*; OSHA 29 CFR 1910.146, *Permit Requirements for Confined Space*; and OSHA 29 CFR 1926.21(b)(6), *Safety Training and Education (Confined Space)*, comply with the following paragraphs. Any potential for a hazard in the confined space requires a permit system to be used.

- 1) **Confined Space Signage:** Provide permanent signs integral to or securely attached to access covers for permit-required confined spaces provided by this contract. Signs wording: "DANGER--PERMIT-REQUIRED CONFINED SPACE - DO NOT ENTER -" in bold letters a minimum of 25 mm (one inch) in height and constructed to be clearly legible with all paint removed. The signal word "DANGER" shall be red and readable from 1.52 m (5 feet).
- 2) **Entry Procedures:** Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and all potential hazards are controlled or eliminated and documented. (See Section 06.I.06 of USACE EM 385-1-1 for entry procedures.) Review all hazards pertaining to the space with each employee during AHA process.
- 3) Forced air ventilation is required for all confined space entry operations. Maintain minimum air exchange requirements to ensure exposure to any hazardous atmosphere is kept below its' action level.
- 4) Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.

#### **H.11.16 Ergonomics Considerations during Design**

Design facilities, processes, job tasks, tools and materials to reduce or eliminate work-related musculoskeletal (WMSD) injuries and risk factors in the workplace. Design maintenance access to reduce WMSD risk factors to the lowest level possible. In addition to requirements included in this contract, design shall incorporate the requirements of MILSTD-1472F.

### **H.11.17 Water Supply Systems**

All works related to water supply systems shall be in accordance with the potable water regulations and requirements of the latest version of CNIC Instruction 5090.1, U.S. Drinking Water Quality Standards for U.S. Navy Installations Overseas and the Final Governing Standards Greece, latest version. Where other statutory or regulatory requirements are referenced, the most stringent shall apply.

### **H.12 ACCESS TO BUILDINGS**

It shall be the Contractor's responsibility to obtain access to buildings and facilities, and arrange for them to be opened and closed. Initial arrangements will be coordinated through the FEAD Project Manager or Quality Assurance Representative/Construction Engineering Technician. If the Contractor cannot gain access to a work site, the Contractor shall notify the Contracting Office and/or his designated representative to reschedule a time with the building occupant

Keys, when necessary, will be issued to the Contractor; however, it shall be the Contractor's responsibility to arrange for adequate security of those buildings and facilities at all times during the performance of his duties.

The Contractor shall be responsible for the cost of any keys lost by his employees that were furnished by the Government. If the Contracting Officer determines a lock must be replaced because of the loss of a key by Contractor employees, the Contractor shall pay the cost of replacement. Similarly, the Contractor shall pay the cost of changing a combination or combination lock if the Contracting Officer determines that the combination may have been compromised.

### **H.13 UNDERGROUND UTILITIES**

The Contractor shall be responsible to ensure all underground utilities have been surveyed and located prior to commencing any excavation activities. Utility drawings are available at each site/activity for review.

For Activities where the Government provides utility location services, the Contractor is responsible for all damages they impart to properly marked utilities. The Contractor shall promptly perform all necessary repairs at no additional cost to the Government.

For Activities where the Contractor is required to perform the utility locating and marking, the Contractor shall be responsible for all damages to existing utility lines where the utility line was reasonably locatable. Prompt repairs to those damaged lines shall be at no additional cost.

### **H.14 IDENTIFICATION OF CONTRACTOR VEHICLES**

Each Contractor provided vehicle shall display the company name in a manner and size that is clearly visible at all times. All vehicles shall display a valid license plate and safety inspection sticker, if applicable. Contractor vehicles operated on Government property shall be maintained in good repair.

### **H.15 PERMITS**

In accordance with the **52.236-7, PERMITS AND RESPONSIBILITIES (NOV 1991)**, the Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required to perform work under this contract. All Contractor employees operating vehicles on Government property shall possess a valid motor vehicle operator's license. The Contractor shall comply with all applicable federal, state, and local laws. Evidence of such permits and licenses shall be provided to the Contracting Officer and/or his designated representative before work commences and at other times as requested by the Contracting Officer and/or his designated representative.

### **H.16 EQUIPMENT WARRANTY TAG**

When installed, the Contractor shall tag each item of warranted equipment or appliance with a durable, oil and water-resistant tag approved by the Contracting Officer. Tags shall show the following information:

**EQUIPMENT / PRODUCT WARRANTY TAG**

Type of Equipment/Product \_\_\_\_\_  
Warranty Period \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Inspector's Signature \_\_\_\_\_ Date Accepted \_\_\_\_\_  
Construction Contractor:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Warranty Contact: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**H.17 RECORDING AND PRESERVING HISTORICAL AND ARCHEOLOGICAL FINDS**

All items having any apparent historical or archeological interest, which are discovered in the course of any construction activities, shall be carefully preserved. The Contractor shall leave the find undisturbed and shall immediately notify the Contracting Officer.

**H.18 CONDUCTING CONTRACT BUSINESS**

All business pertaining to this contract shall be conducted through the office designated on the SF 1442 prior to award and the DD 1155 after award.

**H.19 FINAL CLEAN-UP**

The contract coefficients include the cost of final clean-up on each individual Delivery Order, pursuant to Section G, paragraph G. 8, "COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK". Payment will not be made for final cleanup for work on individual Delivery orders.

**H.20 ELEVATORS**

Temporary use of an elevator shall be arranged through the Contracting Officers representative. Such use will be limited to an intermittent nature. The Contractor shall provide and maintain suitable protective covering for elevator machinery, hatchway entrance, and the interior of the elevator as appropriate during the period of temporary use. Loads in excess of the rated capacity of the elevator are not permitted. Once done using the elevator, the Contractor shall remove all protective coverings and clean the elevator as necessary to bring back to the condition it was in prior to Contractor use.

**H.21 PHOTOGRAPHY**

The possession and use of photographic equipment is prohibited without prior approval from the Government. A "photo badge" will be required where photography is permitted. The Contractor shall submit a request identifying the person and equipment involved, along with a description of what is being photographed and the purpose for the photographs.

**H.22 TEMPORARY FACILITIES AND CONTROLS**

### **H.22.1 Contractor Work Site**

Limit use of the premises for work and for storage of material and equipment associated with the contract. Unless otherwise specified or separately agreed to, Government-owned material handling equipment, transportation equipment or general tools will not be available for Contractor's use. Clean work area daily and after completion of the work, removing all loose debris and disposing of all non-permanent materials IAW the Contractor's Waste Management Plan. Contractor is to ensure that the Waste Management Plan is in alignment with the Waste Management Plan of the facility in which work is being performed.

### **H.22.2 Temporary Facilities**

Temporary facilities may be approved on a case by case basis. The Government does not guarantee any temporary facilities.

The Contractor may provide his own temporary office facilities upon advance approval from the Administrative Contracting Officer. The Contractor shall provide and maintain suitable sanitary facilities within the construction limits of the contract and dispose of sanitary waste in accordance with the applicable laws, and local regulations.

### **H.22.3 Temporary Utilities (for Temporary Facilities)**

1. The Government will provide water and power in reasonable quantities.
2. All labor, material, and equipment necessary to affect temporary utility tie-ins, including transformers if necessary, shall be at the expense of the Contractor and under the surveillance of the Administrative Contracting Officer.
3. The Contractor shall be responsible for any damages to Government, private or public facilities and property that may result from the installation and removal of these temporary utility tie-ins. Corrections and repairs shall be made at the Contractor's expense.
4. The actual location and installation of the temporary tie-in, together with any interruptions of utilities systems, shall be identified and approved by the Contracting Officer prior to execution. Notify the COR and Installation Utilities 15 calendar days prior to any tie-ins.
5. Permanent utility systems, when indicated, will be available for tie-in.
6. Telephone and Data Service: Make arrangements with local telephone company and other pertinent base communication departments.
7. Maintain utility services to existing facilities surrounding the site at all times during construction.
8. Contractor shall install and certify backflow preventers on all connections to the potable water supply system.

### **H.22.4 Temporary Sanitary Facilities**

Provide adequate sanitary conveniences of a type approved for the use of persons employed on the work site, properly secluded from public observation, and maintained in such a manner as required and approved by the Administrative Contracting Officer. Maintain these conveniences at all times. Upon completion of the work, remove the conveniences from the premises, leaving the premises clean. Dispose of sewage through connection to a municipal, district, or Government Installation sanitary sewage system. Where such systems are not available, use chemical toilets or comparably effective units, and periodically empty wastes into a municipal, district, or Installation sanitary sewage system, or remove waste to a commercial facility. Include provisions for pest control and elimination of odors.

### **H.22.5 Proprietary Rights**

All field notes, design drawings, specifications, photographs, and other documents collected and produced as part of this contract shall be considered property of the Government. These data shall not be used, in

whole or part, published or unpublished, as a part of any technical or non-technical presentation without written pre-approval of the Contracting Officer.

#### **H.22.6 Government Installation Operation Effect on Contractor Operations**

The project Task Order will identify any known Government Installation operations that may affect the Contractor's work.

#### **H.22.7 Rerouting of Vehicular Traffic**

If during the performance of work, it becomes necessary to modify vehicular traffic patterns at any locations, notify the Contracting Officer and provide a Traffic Control Plan detailing the proposed controls to traffic movement for approval. Other requirements of this deliverable are posted in Section F – Deliveries or Performance. The plan shall be in accordance with local governing regulations. Make all notifications and obtain any permits required for modification to traffic movements outside the Government Installation's jurisdiction. Provide cones, signs, barricades, lights, or other traffic control devices and personnel required to control traffic. Do not use foil-backed material for temporary pavement marking because of its potential to conduct electricity during accidents involving downed power lines.

#### **H.22.8 Storage Size and Location**

The site available for storage shall be as indicated in the project Task Order. If no storage area is identified in the Task Order, the Contractor shall assume that there is not storage space available.

#### **H.22.9 Signs**

Place warning signs at the construction area perimeter designating the presence of construction hazards requiring unauthorized persons to keep out. Signs must be placed on all sides of the construction area. All points of entry shall have signs designating the construction site as a hard-hat area. Signs must be professional in appearance, with legible print that is visible by applicable traffic (pedestrian and/or vehicular). All points of entry shall have signs designating the construction site as a hard-hat area (designating the construction site and list PPE required as per APP).

### **H.23 DISCLOSURE OF INFORMATION**

In accordance with DFARS Clause 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991), referenced in section I, the Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

- (1) The Contracting Officer has given prior written approval or;
- (2) The information is otherwise in the public domain before the date of release.

Request for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date of release.

The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

### **H.24 CONTRACTOR USE OF RADIOACTIVE MATERIAL**

If the Contractor proposes to utilize radioactive material on Navy Property, whether as an integral part of a piece of the Contractor's equipment or as a separate item, the Contractor shall take the following action:

- (1) Furnish to the Contracting Officer evidence of a valid Nuclear Regulatory Agency or Agreement State License to possess and utilize nuclear/radioactive material prior to commencement of any work.
- (2) Arrange with the Contracting Officer for measurement of radiation levels of the radioactive material. This shall be accomplished prior to commencing any work involving the use of radioactive material. Evidence of a satisfactory leak test performed in accordance with Nuclear Regulatory Agency or Agreement State License shall be submitted by the Contractor for those sources that are required by his License to be leak tested.
- (3) Submit to the Contracting Officer his written procedure for controlling the radioactive material on the Base. This shall be accomplished prior to bringing the radioactive material to the Base. The Contracting Officer shall review the Contractor's procedure for controlling radioactive materials' shall advise the Contractor of any additional procedure necessary to conform to Base requirements; and reserves the right to inspect the utilization and control of the Contractor's radioactive material at any time the material is on Government property.
- (4) For certain naturally occurring radioactive elements which may be reincorporated into components utilized on this project, the Contractor shall utilize a component which does not contain the radioactive element whenever possible. If the component composed of radioactive elements must be utilized, the Contractor shall notify the Contracting Officer prior to bringing it on a Government property.
- (5) If the Contractor desires to utilize radiographic testing or nuclear probe density test, the following shall be submitted to the Contracting Officer for approval prior to use:
  - (a) Place of use
  - (b) Time of use
  - (c) License to operate the equipment
  - (d) A copy of the operating instructions

## **H.25 NOTICE TO CONTRACTOR OF DRUG DETECTION PROCEDURES**

Pursuant to Navy policy applicable to both Government and Contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government work areas.

In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

- (1) Routine inspection of Contractor occupied workspaces.
- (2) Random inspection of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs
- (3) Random inspection of personnel possessions on entry or exit from the installation
- (4) When there is probable cause to believe that a Contractor employee on board a military installation has been engaged in the use, possession, or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.
- (5) Trafficking in illegal drug and drug paraphernalia by the Contractor employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

- (6) The Contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment. The removal of Contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delays, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.211-12	Liquidated Damages--Construction	SEP 2000
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010

52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991

52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2015
52.245-1 Alt I	Government Property (Apr 2012) Alternate I	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.248-3	Value Engineering-Construction	OCT 2015
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7007	Alternate A, Annual Representations and Certifications	JAN 2015
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7017	Photovoltaic Devices	JAN 2016
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7044	Balance of Payments Program--Construction Material--Basic (Nov 2014)	NOV 2014
252.225-7045	Balance of Payments Program--Construction Material Under Trade Agreements--Basic (Oct 2015)	OCT 2015
252.225-7045 Alt I	Balance of Payments Program--Construction Material Under Trade Agreements--Alternate I (Oct 2015)	OCT 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7022	Government Rights (Unlimited)	MAR 1979

252.227-7033	Rights in Shop Drawings	APR 1966
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7001	Tax Relief	SEP 2014
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	MAY 2014
252.247-7000	Hardship Conditions	AUG 2000
252.247-7006	Removal of Contractor's Employees	DEC 1991
252.247-7007	Liability and Insurance	DEC 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(End of clause)

#### 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$33,500,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(  ) Paragraph (d) applies.

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

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

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

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

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

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

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

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

- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, 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 Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(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 Certain Activities or Transactions 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 solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards 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) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this

solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

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

(End of provision)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)

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

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

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

Registered in the System for Award Management (SAM) database means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;
- (2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record ``Active".

System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and 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) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) 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.

(c)(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 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. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph

(c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(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. 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.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted—

(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.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(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 (x) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not (x), 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); and

(C) Are ( ) are not (x) 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.; and

(D) Have , have not (x), within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 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. Sec. 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. Sec. 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. Sec. 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 (X ), 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).

(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.

(End of provision)

#### 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a

Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

## 52.211-10 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 \* The time stated for completion shall include final cleanup of the premises.

\*See individual task order for completion times.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price (FFP) Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **the date of contract award** through **the last date of the last exercised period of performance**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$2,000,000**

(2) Any order for a combination of items in excess of **\$2,000,000**; or

(3) A series of orders from the same ordering office within **three (3)** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **two (2)** days

after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **12 months past the contract completion date.**

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **60 days prior to the completion date.**

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60 months**.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015) ALTERNATE I (MAR 2015)

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

“Agent” means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

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

- (1) Any item of supply (including construction material) that is—
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as

reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

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

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

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees of—

(i) (A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.*

(1) The Contractor shall, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

(1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.*

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.228-1 BID GUARANTEE (SEP 1996)

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

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

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$2,000,000, whichever is less.-

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of

this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 51% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 . . . . . to be specified on individual task orders, as applicable.

(b) Weather conditions . . . . . to be specified on individual task orders, as applicable.

(c) Transportation facilities . . . . . to be specified on individual task orders, as applicable.

(d) Other pertinent information. . . . . to be specified on individual task orders, as applicable.

(End of clause)

## 52.244-2 SUBCONTRACTS (OCT 2010)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

**To be determined on individual task orders, as applicable.**

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

N/A

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/>

(End of clause)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

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

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

(b) The Offeror represents that—

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

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

(End of provision)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from **the date of contract award through and including the last day of the last exercised option period.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

**NAVAL CONSTRUCTION/FACILITIES MANAGEMENT INVOICE**

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

N33191

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N33191
Admin DoDAAC	N33191
Inspect By DoDAAC	N33191
Ship To Code	N33191
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

Lindsay Baker: [Lindsay.baker@eu.navy.mil](mailto:Lindsay.baker@eu.navy.mil)  
 Kim Kaiser: [Kim.kaiser@eu.navy.mil](mailto:Kim.kaiser@eu.navy.mil)  
 Angela Tsukala: [Angela.Tsukala.GR@eu.navy.mil](mailto:Angela.Tsukala.GR@eu.navy.mil)

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

Tina Santorelli: [Concetta.santor.it@eu.navy.mil](mailto:Concetta.santor.it@eu.navy.mil)

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

(End of clause)

## 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
  - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

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

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

**TO BE PROVIDED ON INDIVIDUAL TASK ORDERS, AS APPLICABLE.**

(End of clause)

## 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:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) 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 provision)

#### 252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall--

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address: **Facilities Engineering & Acquisition Division, Naval Support Activity Souda Bay, PSC 814 BOX 11 FPO, AE 09865, Telephone Number: +30-282-102-1264**

(End of clause)

#### 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, 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.

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

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

## 5252.216-9306 PROCEDURES FOR ISSUING ORDERS (NOV 2009)

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. A task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

(b) Except in emergency situations, only a Contracting Officer may modify task/delivery orders. An Ordering Officer, when authorized by the designation official (Contracting Officer), may issue modifications to task/delivery orders only during an emergency. Modifications to task/delivery orders will be issued on a Standard Form (SF 30).

Task orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications will be confirmed in writing by issuance of a SF 30 within two (2) working days from the time the oral direction is issued. (End of clause)

**5252.216-9316 Undefinitized Task/Delivery Orders.** As prescribed in 16.506-100(k), insert a clause substantially the same as the following:

**UNDEFINITIZED TASK/DELIVERY ORDERS (OCT 2007)**

(a) Prior to the issuance of a task/delivery order under this contract, it is anticipated that the government and the contractor will reach agreement on the price or total cost and fee (if applicable) for the services to be provided under the order. The Contracting Officer may authorize commencement of work prior to final agreement on cost or price. In such case, the contractor shall immediately commence performance of the services specified in the order and shall submit a pricing proposal within 15 days of receipt of the order. Upon completion of negotiations, the final negotiated cost or price will be set forth in a supplemental agreement that is executed by the contractor and the Contracting Officer. Failure to agree upon the cost or price shall be considered a dispute subject to the Disputes clause of this contract.

(b) Undefinitized task/delivery orders shall indicate a "not to exceed" amount for the order; however, such amount shall not exceed 50 percent of the estimated cost of the order. The order shall only require the Contracting Officer's signature, but shall also comply with all other order requirements. Undefinitized task/delivery orders shall indicate the date by which the government anticipates that the cost or price of the order will be definitized.

## 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.
    - 5253 Provide the telephone number, including area code, for the tax assessor who performed the most recent tax assessment.
    - 5254 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.

#### 5254.201-9300 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 provision)

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

- 5255 Within 15 days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

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

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

The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run \* See individual task order for specific information \* days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

#### 5252.228-9302 TAX RELIEF ALTERNATE II (JUN 1994).

The U.S. Government is exempt from Greek taxes as described in applicable agreements between the two countries. Article 22 of the January 1987 Greek Tax Law describes tax exempt organizations. Article 27 of the Tax Law details procedures for Contractors to use to obtain reimbursement for taxes paid doing business for tax exempt organizations. Inquiries regarding this tax law should be directed to the appropriate office within the Government of Greece. Value Added Tax is not reimbursable by the U.S. Government under the contract to be issued pursuant to this solicitation. Imported goods may be consigned directly to the U.S. Government if it alleviates requirement to pay custom duties.

#### 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 **1 hour**.

(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. (End of clause)

#### 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;

5256 meet in conference with representatives of the Contracting Office to discuss and develop mutual understandings relative to administration of the overall safety program

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

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

Electric - Water - Compressed Air

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

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

a. Lights shall be used only in areas where and at the time when work is actually being performed.

b. Mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the workers.

c. Water faucets or valves shall be turned off after the required usage has been accomplished.

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

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

5252.236-9310 RECORD DRAWINGS (OCT 2004)

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

5252.237-9301 SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)

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

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:

X (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.

X (2) The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

X (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.

#### 5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 1995 )

Within 14 calendar days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

#### 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.

## Section J - List of Documents, Exhibits and Other Attachments

**SECTION J**

Attachment	Spec Item	Description
Section J - Attachment 1	C.3.3	PWD-UTILITY CONNECTION-01
Section J - Attachment 2	C.3.3	Utility Permit Applications
Section J - Attachment 3	C.16.6	PWD-OUTAGE-01
Section J - Attachment 4	C.16.6	Outage Request Form
Section J - Attachment 5	C.16.6	PWD-HYDRANT CONNECTION-01
Section J - Attachment 6	H.11.12	PWD-EXCAVATION-01
Section J - Attachment 7	H.11.12	Excavation Request Form
Section J - Attachment 8		Marathi Base Map 2015 & NSA GDM Complete Jan2016
Section J - Attachment JC6	C.6	Coefficient Schedule
Section J - Attachment 9	C.19	Environmental Checklist
Section J - Attachment 10	L.2	Pre-Proposal Inquiry (PPI)
Section J - Attachment 11	M	Past Performance Questionnaire (PPQ)
Section J - Attachment 12	M	Construction and Design Experience Data Sheet

\*Section J documents are included as an attachment to this solicitation.

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

INSTRUCTIONS TO OFFERORS

## L.1 SITE VISIT

There will be a site visit for the seed project. The date of the site visit will be **Tuesday June 28, 2016 at 14:00 Eastern European Time (EET)**. In order to obtain base access, you submit the name (first and last), nationality, and passport number for each person attending the site visit. You must submit this information to me for processing no later than 14:00 Eastern European Time (EET) on Friday June 10, 2016. If you do not submit the required information by the required time you will not be able to attend the site visit.

Prospective Offerors will meet at the Public Works Building 54 NAVFAC FEAD. No photographs are allowed.

Attendance is limited to a maximum of three (3) personnel per Contractor.

## L.2 FORMAT TO SUBMIT PRE-PROPOSAL INQUIRIES (PPI)

All prospective offerors submitting PPIs must use the attached PPI form (located in Section J). All PPIs shall be submitted to Lindsay Baker at e-mail address [lindsay.baker@eu.navy.mil](mailto:lindsay.baker@eu.navy.mil) with a copy to Kim Kaiser at e-mail [kim.kaiser@eu.navy.mil](mailto:kim.kaiser@eu.navy.mil)

**In order to allow time for the Government to respond to the PPI, the cutoff date for PPIs is ten calendar days before the proposal due date.**

## L.3 PERIOD OF ACCEPTANCE OFFERORS:

Due to the evaluation and review requirements for this procurement, the offeror agrees to hold its offer firm for at least 120 calendars days from the date specified for receipt of offers.

## L.4 REQUEST FOR PROPOSAL (RFP) FILES:

Solicitation files are posted to the Federal Business Opportunities website (<https://www.fbo.gov/>) and European Navy Electronic Commerce Online (EuroNECO) website (<https://euro.neco.navy.mil/buyer>). It is the sole responsibility of the offeror to obtain the RFP files, along with any amendments, from this website.

## L.5 5252.215-9300 CONTENT OF PROPOSALS (JAN 2003)

- (a) PROPOSAL REQUIREMENTS. The responsibility determination, technical proposal, and price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information, except for salary information provided on resumes. The technical proposal presented by the offeror to whom the award is made will be incorporated into the contract at time of award.

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 the contract. By submission of the offer, the offeror(s) agree that all items proposed will be utilized for the duration of the contract and any substitutions will be equal or better than as proposed and accepted for contract award and shall require prior, Contracting Officer's approval.

Proposals shall be submitted via e-mail with the subject line as follows, as appropriate:

“SOLICITATION N33191-16-R-0601 SOUDA BAY JOC RESPONSIBILITY DETERMINATION”,  
“SOLICITATION N33191-16-R-0601 SOUDA BAY JOC TECHNICAL PROPOSAL”,  
“SOLICITATION N33191-16-R-0601 SOUDA BAY JOC PRICE PROPOSAL”.

Multiple e-mails may need to be sent for any of the submissions, if your e-mail with attachments exceed 5MB. The U.S. Navy computer server will only accept e-mails with attachments up to 5MB. If you need to submit more than one e-mail for any of the above submission, then number them at the end of the e-mail subject title as 1 of ?, 2 of ?, etc.

Proposals not received at the above address on or before the hour and date set for the receipt of proposals shall be subject to the provisions of FAR Clause 52.215-1 Instructions to Offerors -- Competitive Acquisition (JAN 2004).

Offers are solicited on an "all or none" basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS COMPETITIVE ACQUISITION in Section L, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer.

(b) The offeror shall submit the following information:

**(1) Responsive and Responsibility Determination Submission: Submit the following:**

- a. Submit completed and signed Standard Form (SF) 1442 with the applicable DUNS Number and CAGE code of the offeror provided on the face of the SF-1442. If applicable, ensure the SF-1442 includes the appropriate name and address of any newly formed joint venture/teaming/partnership arrangement;
- b. Identify the venture/teaming/partnership arrangement company names, CAGE Code, and DUNS for all team members and identify their role;
- c. Submit representations and certifications if SAM representations and certifications are not complete in accordance with FAR 52.204-7. If you are submitting as joint venture/teaming/partnership arrangement, then submit representations and certifications for each member;
- d. The offeror shall provide the latest three complete fiscal year financial statements, certified by an independent accounting firm or at least by an authorized officer of the organization. If a new joint venture/teaming/partnership arrangement is being proposed, include the latest three complete fiscal year financial statements for each firm, certified by an independent accounting firm or at least by an authorized officer of the organization.
- e. Submit evidence of availability of working/operating capital from an independent financial institution, which will be used for the performance of the resultant contract. If you are submitting as joint venture/teaming/partnership arrangement, then submit evidence of availability of working/operating capital for each member from an independent financial institution, which will be used for the performance of the resultant contract.
- f. If joint venture/teaming/partnership arrangement is being proposed, include copies of agreements and/or letters of commitment signed by the appropriate individuals of each firm. Agreements must include company name, DUNS number, address, point of contact, email address, phone number and fax number. The agreements shall demonstrate the relationship between firms and identify contractual relationships and authorities to bind the firm/joint venture/team/partnership. For joint venture/teaming/partnership arrangements, discuss the financial responsibilities among the companies.

**(2) Price Proposal Submission: submit the following:**

- a. Identify the company names, CAGE Code, and DUNS for all team members and identify their role (prime, significant subcontractor, subcontractor, etc.);
- b. Submit all Price factor requirements to include the price proposal for the seed project;
- c. Offerors shall submit Section J Attachment J-C6, Coefficient Schedule. Text will be black using a font no smaller than 11 point, Times New Roman or Courier.
- d. Offerors shall put offeror's name on every page.

**(3) Technical Proposal Submission: Submit the following:**

- a. Submit all Technical factor requirements divided. Each Technical factor must have an individual tab divider;
- b. Offerors shall put offeror's name on every page.
- c. Page format shall be 8.5 by 11 inches and have margins of 1 inch on all four sides. Text shall be black, using Times New Roman or Courier, and no smaller than 11 point and single line spacing.

(End of clause)

**L.6 SUBMIT PROPOSALS TO:**

Proposals shall be submitted via e-mail to Lindsay Baker at [lindsay.baker@eu.navy.mil](mailto:lindsay.baker@eu.navy.mil) with a copy to Kim Kaiser at [kim.kaiser@eu.navy.mil](mailto:kim.kaiser@eu.navy.mil).

**Proposals are due no later than 14:00 Eastern European Time (EET) on Friday, July 8, 2016.** All required submittals shall be received to constitute a complete proposal submission. Any proposal submission received after the required date/time will not be considered for award.

\*The Statement of Work (SOW) for the seed project is located in Section M of this solicitation.

## Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD**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—the 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 of equal importance to the performance confidence assessment (past performance) rating; and all technical factors and the performance confidence assessment (past performance) rating, when combined, are 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 weakness(s) and the associated risk to successful contract performance resulting from the weakness(s). This assessment must provide the rationale for proceeding to award without discussions. Proposals that fail to provide required and complete information may be deemed deficient.

**B. EVALUATION FACTORS FOR AWARD**

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

- Factor 1 – Corporate Experience
- Factor 2 – Management Approach
- Factor 3 – Safety
- Factor 4 – Past Performance

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

**NOTE 1:** If corporate experience, past performance, or safety data is supplied for a firm whose CAGE code and DUNS number does not match the CAGE code and DUNS number for the offeror, the offeror **MUST provide a DETAILED** written explanation of how the corporate experience, past performance, and /or safety data is relevant.

The explanation will be limited to a total of two pages and should be included under Factor 1, Corporate Experience.

This explanation may be required if the offeror is a newly formed subdivision of a parent company, is a new joint venture or other merger arrangement of several firms, or is a new firm formed by executives from other firm(s), and the offeror provides experience, past performance, and/or safety data from any of the parent/other office/partner/subdivision/originating firm(s) with a different CAGE code and DUNS number.

The offeror's proposal **MUST** clearly demonstrate how the same policies, procedures, processes, management, and similar systems will be used in the newly formed offeror's firm and delineate why there is an expectation that the same high quality of experience, past performance, and/or safety will be achieved by the offeror in performance of the requirements of this contract. The proposal must clearly show how experience from any entity other than the offeror is relevant to the offer's ability to perform. The relevant considerations are whether the resources of the parent/other office/partner/subdivision/originating firm(s) will be provided or relied upon for contract performance such that the other firm(s) will have meaningful involvement in contract performance. Failure to provide an adequate connection and link between the offeror and the submitted corporate experience, past performance and or safety information from a parent/other office/partner/subdivision/originating firm(s) could result in the finding of a deficiency, thereby making the offeror ineligible for award without discussions.

**NOTE 2:** While the Government may elect to consider data obtained from other sources, the burden of providing detailed, current, accurate, and complete corporate experience, management approach, past performance, and safety information rests with the offeror.

**NOTE 3:** The non-price proposal shall be separate from the price proposal.

**NOTE 4:** The page limitation for each factor is provided in the submission requirements for each factor found later in this section. **Page limitations will be strictly enforced. Any pages submitted in excess of the page limitations will not be reviewed and any data or material they contain will not be considered.** Specific submission items which are excluded from the page count are listed in each factor later in this section, as applicable.

**NOTE 5:** Projects submitted for Factor 1, Corporate Experience, shall be the same projects submitted for Factor 4, Past Performance.

**NOTE 6:** Failure to meet solicitation submittal requirements may result in an unacceptable rating. Proposals that fail to provide required and complete information may be deemed deficient.

- 2.) The relative order of importance of the non-cost/price evaluation factors is Factors 1, 2, and 3 are of equal importance to each other and, when combined are equal in importance to the past performance evaluation/performance confidence assessment factor, Factor 4. When the proposal is evaluated as a whole, the technical factors and performance confidence assessment (past performance) factor combined (i.e., the non-cost/price evaluation factors) are approximately equal to price.

The importance of price will increase if the Offerors' non-cost/price proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of a non-cost/price proposal's superiority to the Government. Award will be made to the responsible Offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, price and non-price factors considered.

3.) Basis of Evaluation and Submittal Requirements for each Factor.

Non-cost/price Factors:

**(a.) Factor 1, Corporate Experience:**

(i.) Solicitation Submittal Requirements:

Submit a minimum of three (3) to a maximum of five (5) examples of recent and relevant projects for the Offeror that best demonstrates your experience on relevant projects that are similar in size, scope, and complexity to the RFP. For purposes of this evaluation, a relevant project is further defined as:

Construction projects completed within the past five (5) years of the date of issuance of this RFP that are similar in size and similar in scope including construction, repair, alteration, demolition, and maintenance services. If the contract is currently being performed, it shall have started at least one year prior to submission of your proposal; if the contract is completed; it should have been completed no more than five years before submission of your proposal. Offerors shall utilize the Construction and Design Experience Data Sheet included in Attachment J to submit applicable project information. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed two (2) pages. If an individual project data sheet exceeds two pages, only the first two pages will be evaluated.

Complexity should also include the experience the offeror has with executing various projects simultaneously. At least one (1) project shall demonstrate the ability to successfully manage multiple work sites (separate and distinct) under a single project. The submitted projects shall also demonstrate a combination of relevant contracts that have an aggregate value of about \$4,000,000 annually or more.

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

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP (i.e.: unique features, area, construction methods). In addition, the description should also address any sustainable features for the project, including specific descriptions of those features.

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects shall be submitted for each Joint Venture partner. Offerors who fail to submit experience for all Joint Venture partners may be rated lower. The Government will not consider any project submitted for Factor 1 if it was performed by a firm other than the offeror and there is no supporting joint venture agreement, partnership agreement, teaming agreement, letter of commitment, or explanation of meaningful involvement. Offerors are still limited to a total of five (5) projects combined.

The projects submitted shall clearly identify if the offeror performed as a prime contractor, joint venture/team/partner member or as a subcontractor. If experience was as a subcontractor, then less credit may be given to the experience. If more than five (5) projects are submitted, only the first five will be reviewed in the evaluation.

The contracts may be for the U.S. Government or other clients.

Each contract submission shall not exceed two (2) pages (8.5" x 11"). The total number of pages for this factor is not to exceed eleven (11) pages. Only the first eleven (11) pages will be evaluated. For each project the offeror shall provide:

- (a) Contract number, title, and location
- (b) Dollar value; annually and contract life
- (c) Type of contract (i.e. fixed price, cost reimbursable, or other – specify) If applicable, identify base period and all option periods
- (d) Contract start date and completion date
- (e) Identify type of services provided – similar scope, size & complexity (brief)
- (f) Client points of contact with current telephone and electronic mail addresses if available (Confidential clients are not acceptable and will result in non-consideration of the project.) Failure to provide an accessible point of contact and a correct telephone number may result in a lower rating.
- (g) Nature of firm's responsibility (prime contractor or subcontractor)
- (h) Percentage of the work that your firm performed as the prime contractor or subcontractor

(ii) Basis of Evaluation:

The basis of evaluation will include a subjective assessment of the demonstrated experience and depth of experience of the Offeror's team in performing relevant projects as defined in the solicitation submittal requirements. A subjective assessment of the offeror's (prime, joint venture/team/partner members, or subcontractor) relevant experience in providing management and delivery of the same or similar work as described in the statement of work/specifications of the RFP. Relevancy will be evaluated in terms of similar size, scope and complexity. The Government will also evaluate relevant experience working as a Joint Venture partner or as a subcontractor on projects of similar size, scope and complexity. Experience as a subcontractor may be given less credit.

Relevant projects that demonstrate design-build experience may be considered more favorably than those that do not have design-build experience.

Relevant projects that demonstrate experience with sustainable features may be considered more favorably than those that do not demonstrate experience with sustainable features.

Offerors who submit relevant projects that demonstrate experience self-performing relevant features of work may receive a higher rating than those who do not demonstrate self-performance.

Proposals that fail to provide required and complete information may be deemed deficient.

**(b.) Factor 2, Management Approach:**

(i.)Solicitation Submittal Requirements:

Offeror's response shall not exceed fifteen (15) pages (8.5" x 11"). If more than fifteen (15) are submitted, only the first fifteen pages will be evaluated. The Offeror shall provide the following:

1. Provide an organizational chart and a workforce management plan describing the interrelationship of the off-site management team and on-site management team(s). Organization chart should clearly show management authority, supervision, span of control, and accountability. Include job descriptions, names, titles, qualifications, responsibilities. Identify key personnel and provide

qualifications for those who will perform the following functions: project management, quality control management, and safety management.

2. Discuss approach to Subcontractor relationships. Include any pre-established relationships with organizations qualified for work within the scope of this solicitation, quantifying number of projects that have been completed together and/or number of years of partnering.
3. Discuss how you will ensure quality consistently across the team.
4. Discuss quality control lines of authority between Subcontractors and prime. Discuss quality control lines of authority between task order execution and contract management.
5. Describe offeror's approach for working in areas of limited access, limited lay down space, and working around activities with minimal disruption.
6. Discuss how the offeror will provide labor, materials, equipment, Subcontractors and project management to multiple sites simultaneously at various geographically dispersed locations.
7. Discuss how the offeror will respond to proposed task orders that may have short notice site visits and/or response times for submitting proposals.
8. Discuss management familiarity and approach to joint scoping work with the Government, to include examples of any previous joint-scoping efforts.
9. Provide process for scheduling and discuss how offeror shall handle surges in work quantities.
10. Indicate the type and percentage of work the Offeror will selfperform.
11. If a Joint Venture, indicate the percentage of work that will be performed by the individual partners.

(ii.) Basis of Evaluation:

The Government will evaluate the factor based on the degree to which an Offeror's management approach meets the solicitation requirements. This factor will be rated on an Acceptable or Unacceptable basis.

Proposals that fail to provide required and complete information may be deemed deficient.

**(c.) Factor 3, Safety:**

(i) Solicitation Submittal Requirements:

The Offeror shall submit the following information: (For a partnership or joint venture, the following shall address each contractor who is part of the partnership or joint venture; only one safety narrative is required.)

(a) Technical Approach for Safety:

Describe the offeror's technical approach to safety for its employees as well as the plan that the Offeror will implement to evaluate and measure safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Due to the variety of work that may be issued under this contract, the Offeror shall submit their plan for potential subcontractors even if the offeror does not anticipate subcontractors initially.

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 (2) pages. If more than two (2) pages are submitted, only the first two (2) pages will be reviewed in the evaluation.

(ii) Basis of Evaluation:

The Government will evaluate the factor based on the degree to which an Offeror's safety approach meets the solicitation requirements. A subjective assessment 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, Government agencies, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) and Contractor Incident Reporting System (CIRS) databases, and other related resources. 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:

- Offeror Technical Approach to Safety
- Other sources of information available to the Government

(a) Technical Approach to Safety:

Regarding subcontractors, 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.

Proposals that fail to provide required and complete information may be deemed deficient.

**(d.) Factor 4, Past Performance:**

(i) 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 as an attachment to the solicitation, is provided for the offeror or its team

members to submit to their client(s) for each project the offeror includes in its proposal for Factor 1, Corporate Experience. An offeror shall not submit a PPQ when a completed CPARS is available. Ensure correct and current phone numbers and email addresses are provided for the client's point of contact. Completed PPQs shall be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Lindsay Baker via email at [lindsay.baker@eu.navy.mil](mailto:lindsay.baker@eu.navy.mil) prior to proposal closing date. 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.

The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the Offeror's references or the references unwillingness to provide the information requested may affect the Government's evaluation of this factor.

Performance award or additional information submitted will not be considered.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of 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.

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.

If past performance data is supplied for a firm whose CAGE code and DUNS number does not match the CAGE code and DUNS number for the offeror, the offeror **MUST** provide a DETAILED written explanation of how the corporate experience, past performance, and /or safety data is relevant. **REFERENCE NOTE 1 UNDER EVALUATION FACTORS FOR AWARD.**

(ii) Basis of Evaluation:

This evaluation focuses on how well the Offeror performed on the relevant projects submitted under Factor 1 – Corporate Experience and past performance on other projects currently documented in known sources. More emphasis will be placed on more relevant projects. In addition to the above, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of Contractors who are part of a partnership or joint venture identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System

(eSRS), and any other known sources not provided by the Offeror.

A subjective assessment to the degree to which past performance evaluations on relevant contracts 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 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 Client at all levels (task managers, contracting officers, auditors, etc.);
- Tasks that are identical to, similar to, or related to the task at hand.

The Government will consider how recent performance was and relevance of the information, the source of the information, context of the data, and general trends in the Contractor's Performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the Offeror's past performance will be used as a means of evaluating the Offeror's probability to successfully meet the requirements of the RFP. Offerors lacking relevant past performance history will not be evaluated favorably or unfavorably in past performance and will receive an Unknown Confidence rating.

Proposals that fail to provide required and complete information may be deemed deficient.

Price Factor:

**Price (Seed Project):**

(1) Solicitation Submittal Requirements: The Offeror's price proposal shall be separate from the technical proposal. Complete and submit the following:

- (i) Cover letter in accordance with FAR 52.215-1(c)(2), including Solicitation Number; name, address, telephone and email address of the Offeror; in case the Offeror is a JOINT VENTURE (JV), the name of the JV MUST BE CLEARLY IDENTIFIED; Name, title, and signature of the person authorized to sign the proposal; DUNS Number and CAGE or NCAGE Code of the Offeror, in case the Offeror is a JOINT VENTURE (JV), provide a DUNS Number for each member of the JV.
- (ii) Completed (Blocks 14 through 20c), signed and dated Standard Form (SF) 1442, Solicitation, Offer, and Award. In block 14, please include a point of contact with a valid phone number and email address. Offerors shall provide a NCAGE code in block 14.
- (iii) Letter from the Offeror's surety. The letter is to verify the offeror has atleast a \$6M aggregate bonding capacity.
- (iv) Completed Section J, Attachment J-C6, Coefficient Schedule
- (v) A bulleted list, identifying all the cost factor categories included in your coefficient. At a minimum, your coefficient is to include the cost elements identified in Section C, paragraph C.6. This narrative is limited to one page.
- (vi) Price proposal for seed project. Offerors shall price their proposal in U.S. Dollars. Award will be made in U.S. Dollars.
- (vii) Acknowledgement of all amendments
- (viii) Joint Venture (JV) Agreement (if applicable)

- (ix) Financial Statements – The offeror shall provide the latest three complete fiscal year financial statements, certified by an independent accounting firm or at least by an authorized officer of the organization. If a new Joint Venture (JV) is being proposed, include the latest three complete fiscal year financial statements for each firm, certified by an independent accounting firm or at least by an authorized officer of the organization.
- (x) The Government intends to pay invoices in accordance with the clause for Wide Area Work Flow. To do this, your firm must have a U.S. bank or a U.S. bank affiliate associated with your local bank. With your proposal, identify the name of your U.S. bank or affiliate for purposes of paying invoices.

**\*NOTE: Award will be made in U.S. Dollars and invoices will be processed in U.S. Dollars.**

(2) Basis of Evaluation:

The Government will evaluate price based on the Total Evaluated Price of the applicable Coefficient (based on the Contractor's proposed Coefficient Schedule) multiplied by the bare cost of the seed project.

Evaluation of the seed project will determine the Offeror's comprehension of the requirements of the RFP as well as to assess the degree to which the proposed price accurately reflects proposed performance. While the seed project cost will be evaluated, the focus of the price evaluation will be the proposed coefficients.

The letter from the bonding company will be evaluated to assess the risk of the offeror identified in Block 14 of the SF 1442 being able to provide sufficient bonding for both individual and multiple task orders during the life of this contract.

Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed coefficients received in response to the RFP.
- (ii) Comparison of proposed coefficients with the Independent Government Cost Estimate (IGCE).
- (iii) Comparison of proposed coefficients with available historical information.
- (iv) Comparison of market survey results.
- (v) Congruence between the technical and price proposals shall also be utilized to determine the reasonableness of the proposed price as well as potential performance risk.

Evaluation of the price proposal will determine the reasonableness and completeness of the Offeror's proposal.

The Government reserves the right to conduct a price realism analysis.

A price found to be either unreasonably high or unrealistically low in relation to the proposed work may negatively impact the Offeror's ranking.

Representations and Certifications will be reviewed in SAM to ensure they are complete.

SEED PROJECT STATEMENT OF WORK

**SEED PROJECT  
SCOPE OF WORK  
Water Main Repairs  
New JOC Task Order**

**1. General**

The Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to accomplish the elements of the work identified below.

**2. Description**

Project intent is to excavate and repair one leak, replace five water main valves, and install two water meters and backflow preventers with meter cabinets at Building (B)32 and the JP5 tank farm.

- ... Find and repair leak near Gate Valve (GV) 87 in manhole (MH) 105 in front of Graffiti's. Leak is most likely in the joint near the gate valve inside the manhole.
  
- ... Replace five broken water main valves:
  1. GV 66 in MH 129 near pool (B97). Replace with new 8 inch gate valve with non-rising stem valve with corrosion resistant disk such as rubber. Similar or equal to AVK flanged gate valve PN 16 reference number 06-200-30014.
  2. GV53 in MH 114 near B56. Replace with new 8 inch gate valve with non-rising stem valve with corrosion resistant disk such as rubber. Similar or equal to AVK flanged gate valve PN 16 reference number 06-200-30014.
  3. GV115 in un-numbered manhole feeding the JP5 tank farm. The manhole lid cannot be lifted without a fork lift. The following upgrades shall be made to this manhole:
    - a.) Replace the manhole lid with a lighter weight lid that can be opened by one person.
    - b.) Replace GV 115 with a new 2 inch gate valve with non-rising stem valve with corrosion resistant disk such as rubber. Similar or equal to AVK flanged gate valve PN 10/16 reference number 06-040-30014.
    - c.) Remove meter from manhole.
    - d.) Excavate and bring 2 inch line to surface. Construct a metering cabinet install a 2'' Back Flow Preventer (BFP) RPZA type, provided by the government, with at least one pipe union before or after the assembly and gate valves before and after the assembly inside the cabinet. Install a new water meter, Endress+Hauser Proline Promag 10D, inside the cabinet, with one gate valve after the meter. See Figure 1 below for a diagram of the new pipe configuration and cabinet dimensions.
  
- ... B97 Pool - Excavate and reveal the feed to the pool. Construct a metering cabinet at the location of the feed and install a 2'' BFP RPZA type, provided by the government, with at least one pipe union before or after the assembly and gate valves before and after the assembly inside the cabinet. Install a new water meter, similar or equal to an Endress+Hauser Proline Promag 10D, inside the cabinet, with one gate valve after the meter. See Figure 1 below for a diagram of the new pipe configuration and cabinet dimensions.

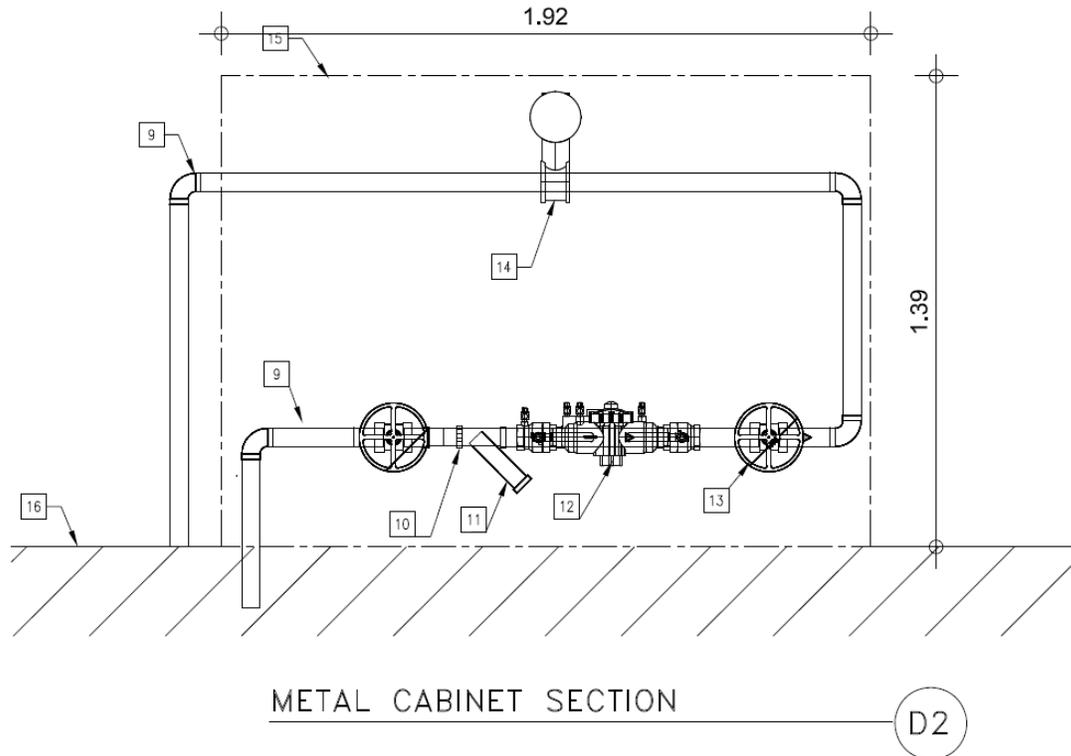


Figure 1

All new pipes and fittings shall be disinfected prior to connection to the water system.

### **3. Performance Guidelines**

1. Coordinate with FEAD and conduct operations in such manner to minimize the duration of outages and roadway closures.
2. Each utility outage and excavation must be scheduled and approved in advance by the KO using provided outage request form and excavation request form. Provide utility outage and excavation request forms 20 days prior to cutting or abandoning of an existing water main or service connection.
3. Valid excavation permits issued by the Utilities Services Branch must be displayed at the excavation sites.
4. Alert the FEAD to any unmarked utilities found during excavation.
5. All backflow preventers shall be tested by a PWD Souda Bay certified backflow assembly tester prior to acceptance. TREEO Center test procedures (widely-adopted by the U.S. Navy) will be used and all installed equipment shall be tested and certified whether it is government provided and contractor installed or contractor provided and installed. Contractor shall be responsible to make any necessary repairs or adjustments if equipment fails to be certified.
6. Provide eOMSI spreadsheet for all replaced and added system attributes.
7. Provide as-built drawing changes to the provided water distribution system drawing.
8. Distribution systems must be in accordance with UFC 3-230-01, 1 November 2012, Water Storage, Distribution, and Transmission.
9. Water supply systems shall meet the potable water regulations and requirements of CNIC Instruction 5090.1 U.S. Drinking Water Quality Standards for U.S. Navy Installations Overseas 4 Feb 2013 and the Environmental Final Governing Standards Greece, latest version. Where other statutory or regulatory requirements are referenced in the contract, the more stringent requirement must be met.
10. Refer to applicable AWWA publications for specific selection criteria for piping material.

11. Refer to AWWA Standard C800, Underground Service Line Valves & Fittings (Also included: Collected Standards for Service Line Materials), for service connection materials and valves.
12. Refer to AWWA Standard C600 series for testing requirements for each type of pipe material.
13. For disinfection testing requirements refer to AWWA Standard C651, Disinfecting Water Mains. Investigate any state or local requirements which may require more stringent testing and disinfection.