

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 73	
2. CONTRACT NO.		3. SOLICITATION NO. N39430-15-R-1613	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 10 Aug 2015	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVFAC EXWC CODE ACQ / NAVAL BASE VENTURA COUNTY 1100 23RD AVE BLDG 1100 PORT HUENEME CA 93043-4301			CODE N39430	8. ADDRESS OFFER TO (If other than Item 7)		CODE	
			See Item 7		TEL: FAX:		

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

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 03:00 PM local time 14 Sep 2015
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME ERIC L FORD	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 805-982-2515	C. E-MAIL ADDRESS eric.lford2@navy.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM
		(4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year - Installation FFP Perform Critical Power support services worldwide which include equipment purchase, installation, renovation, alterations and repair of critical power systems, loads, and supporting facilities at various locations in CONUS and worldwide. Services will be performed in accordance with Section C of the contract. FOB: Destination				
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Base Year - Construction FFP Perform Critical Power construction support services worldwide. The purpose of this CLIN is to administratively segregate all construction costs NAVFAC regulations. FOB: Destination				
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Base Year - MUSE FFP Obtain Critical Power equipment for NAVFAC's Mobile Utilities Support Equipment (MUSE) team. Equipment will be in accordance with Section C of the contract. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Option Year 1 - Installation FFP Perform Critical Power support services worldwide which include equipment purchase, installation, renovation, alterations and repair of critical power systems, loads, and supporting facilities at various locations in CONUS and worldwide. Services will be performed in accordance with Section C of the contract. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Option Year 1 - Construction FFP Perform Critical Power construction support services worldwide. The purpose of this CLIN is to administratively segregate all construction costs NAVFAC regulations. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	Option Year 1 - MUSE FFP Obtain Critical Power equipment for NAVFAC's Mobile Utilities Support Equipment (MUSE) team. Equipment will be in accordance with Section C of the contract. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Option Year 2 - Installation FFP Perform Critical Power support services worldwide which include equipment purchase, installation, renovation, alterations and repair of critical power systems, loads, and supporting facilities at various locations in CONUS and worldwide. Services will be performed in accordance with Section C of the contract. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	Option Year 2 - Construction FFP Perform Critical Power construction support services worldwide. The purpose of this CLIN is to administratively segregate all construction costs NAVFAC regulations. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Option Year 2 - MUSE FFP Obtain Critical Power equipment for NAVFAC's Mobile Utilities Support Equipment (MUSE) team. Equipment will be in accordance with Section C of the contract. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	Option Year 3 - Installation FFP Perform Critical Power support services worldwide which include equipment purchase, installation, renovation, alterations and repair of critical power systems, loads, and supporting facilities at various locations in CONUS and worldwide. Services will be performed in accordance with Section C of the contract. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011 OPTION	Option Year 3 - Construction FFP Perform Critical Power construction support services worldwide. The purpose of this CLIN is to administratively segregate all construction costs NAVFAC regulations. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012 OPTION	Option Year 3 - MUSE FFP Obtain Critical Power equipment for NAVFAC's Mobile Utilities Support Equipment (MUSE) team. Equipment will be in accordance with Section C of the contract. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013 OPTION	Option Year 4 - Installation FFP Perform Critical Power support services worldwide which include equipment purchase, installation, renovation, alterations and repair of critical power systems, loads, and supporting facilities at various locations in CONUS and worldwide. Services will be performed in accordance with Section C of the contract. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014 OPTION	Option Year 4 - Construction FFP Perform Critical Power construction support services worldwide. The purpose of this CLIN is to administratively segregate all construction costs NAVFAC regulations. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015 OPTION	Option Year 4 - MUSE FFP Obtain Critical Power equipment for NAVFAC's Mobile Utilities Support Equipment (MUSE) team. Equipment will be in accordance with Section C of the contract. FOB: Destination				

NET AMT

SECTION B

Section B of the solicitation, in its entirety, is replaced to read as follows:

B.1 The Government contemplates awarding a single award Indefinite Delivery, Indefinite Quantity (IDIQ) contract with firm fixed priced task orders and an initial minimum guarantee task order based on this Request for Proposal (RFP).

The contractor shall, in accordance with task orders issued by the Contracting Officer, perform work assignments within the parameters of the contract Statement of Work and as specified in individual task orders.

The total value of all orders awarded under this contract is not to exceed \$90,000,000.00 for the Base Year and all Option Years.

Each ordering period (CLIN) set forth in the schedule (section B) includes an estimated quantity (sometimes indicated as max quantity) of the dollar value of all orders that will be placed during that ordering period. Offerors should use those estimated quantities for planning purposes and in the preparation of its proposals including its price proposal. Circumstances may change after award such that the Government may need to issue orders which exceed the estimated quantity set forth for any particular ordering period. The aggregate of all the estimated quantities for all ordering periods is the maximum amount the Government may order under the contract as a whole including option ordering periods if exercised. The Government, may, however place orders during any ordering period which exceed the estimated quantity for that period as long as the contract maximum is not exceeded. As such, the Government may place orders during the first ordering period which consume the contract total. Any estimated quantity not consumed in an ordering period remains available for use in a subsequent ordering period.

Section C - Descriptions and Specifications

SECTION C

**PERFORMANCE WORK STATEMENT
CRITICAL POWER SYSTEM SERVICES
AT VARIOUS LOCATIONS WORLDWIDE**

C.1.0 INTRODUCTION

The Navy, like many organizations, operates facilities which require reliable electric power. Power is usually supplied by commercial utilities and government self-generation. Backup power is supplied by engine generators and by battery-based uninterruptible power supplies (UPSs). These engine generators and UPSs are generally three-phase units and range in size from a few tens of kilowatts (kW) to several megawatts (MW). Power systems include distribution from the source to the end user. Critical utilities may include air-conditioning, ventilation and heating. Critical utilities and equipment may require mechanical equipment to maintain equipment and utility systems within specified temperature ranges, humidity and ventilation.

The Navy's mission requirements are frequently changing, so new facilities and equipment must be acquired and installed, or existing facilities and equipment must be upgraded. Even where the mission stays the same, existing facilities and equipment require periodic maintenance and replacement. The Naval Facilities Engineering and Expeditionary Warfare Center (NAVFAC EXWC) is responsible for assisting Navy and other U.S. Government agencies worldwide.

The purpose of this contract is to obtain services to include procurement, installation, renovation, alterations, and repair for supporting facilities for the purpose of installing critical power systems. Work may include as-built drawing preparation, removal, and disposal.

The tasks will fall under one or more of the following categories:

- I. Procurement of Equipment
- II. Design
- III. Installation of Equipment
- IV. Troubleshooting, assessment, and inspections of Critical Power Systems
- V. Arc Flash, Load Flow, and Coordination Studies
- VI. Maintenance Repair Upgrades

The Contractor shall be in compliance with applicable Military, Federal, and Commercial standards in order to perform these tasks. In addition, the Contractor shall be in compliance with applicable NAVFAC Publications and other standards identified in C.3 of this contract.

The Contractor shall have Original Equipment Manufacturer (OEM) certified technicians performing repairs on respective equipment; for example, Caterpillar certified technicians to perform work on Caterpillar equipment, Allison certified technicians to perform work on Allison equipment, etc.

Various Task Orders (TO) will be awarded under this contract.

Each TO will have:

- I. Performance Work Statement (PWS) stating each task and subtask, performance objectives, performance standards, acceptable quality levels, incentives and remedies, mandatory specifications, directions, and reporting requirements.

- II. Quality Assurance Surveillance Plan (QASP). The Government will use the QASP to survey the contractor's quality of performance. An example of the QASP has been provided as Section J, Attachment 1 to this contract.

C.2.0 BACKGROUND

During the past three years, NAVFAC EXWC Public Works Department had an Indefinite Delivery, Indefinite Quantity (IDIQ) contract with firm fixed price (FFP) task orders under contract number N62583-12-D-0762 (current incumbent is Facilities Development Corporation). The Contract was for purchase and installation of equipment as well as post-installation services. Section J, Attachment 2 is examples of historical projects that were issued.

C.2.1 Contract Nature and Task

The examples below are provided for illustrative purposes only to show the possible nature and types of work for this contract. It reflects the type of work performed on the previous contract but it does not, however, predict the type or relative make up of task orders and types of work that will be awarded on this contract.

C.2.1.1 Procurement of Equipment

Engine Generator Sets (Gensets)
 Automatic Transfer Switch (ATS)
 Uninterrupted Power Supply (UPS)
 Battery Systems and Battery Monitoring Systems
 Distribution Systems (to 46 kV)
 Switchgear
 Substations
 Grounding systems
 Switchboards
 Circuit Breakers
 Switches
 Cables and transmission lines
 Computer Room Air Conditioners (CRAC)
 Heating Ventilation Air Conditioning (HVAC) Systems
 Critical Power Control Systems
 Motor Control Centers (MCC)
 Supervisory Control And Data Acquisition (SCADA)

C.2.1.2 Design of Critical Power Systems

35%, 65%, and 95% design drawings
 Equipment Submittals
 Project Schedules from award to acceptance
 Material Submittals

C.2.1.3 Installation of Equipment and Post-Installation Services

Engine Generator Sets (Gensets)
 Automatic Transfer Switch (ATS)
 Uninterrupted Power Supply (UPS)
 Battery Systems and Battery Monitoring Systems
 Distribution Systems (to 46 kV)
 Switchgear
 Substations

Grounding systems
 Switchboards
 Circuit Breakers
 Switches
 Cables and transmission lines
 Computer Room Air Conditioners (CRAC)
 Heating Ventilation Air Conditioning (HVAC) Systems
 Critical Power Control Systems
 Motor Control Centers (MCC)
 Supervisory Control And Data Acquisition (SCADA)

C.2.1.4 Arc Flash, Load Flow, and Coordination Studies

Arc Flash Studies with report and equipment labeling
 Load Flow study with diagrams
 Coordination study with diagrams and settings of protective devices

C.2.1.5 Maintenance, Repair, and Modernize

Engine Generator Sets (Gensets)
 Automatic Transfer Switch (ATS)
 Uninterrupted Power Supply (UPS)
 Battery Systems and Battery Monitoring Systems
 Distribution Systems (to 46 kV)
 Switchgear
 Substations
 Grounding systems
 Switchboards
 Circuit Breakers
 Switches
 Cables and transmission lines
 Computer Room Air Conditioners (CRAC)
 Heating Ventilation Air Conditioning (HVAC) Systems
 Critical Power Control Systems
 Motor Control Centers (MCC)
 Supervisory Control And Data Acquisition (SCADA)

C.3.0 MANDATORY COMPLIANCE REFERENCE

The Contractor shall adhere to the following documents. Unless otherwise specified, the effective dates of all referenced documents shall be the dates referenced in the Defense Index of Specifications and Standards (DODISS) in effect at the time of solicitations issuance. Individual task orders may add or subtract references as required.

Military:

- MIL-HDBK-138B Container Inspection Handbook for Commercial and Military Intermodal Containers, January 2002

Copies of the above document are available from the Defense Automated Printing Service, Standardization Documents Order Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 or via their website: <http://dodssp.daps.dla.mil>.

Federal:

- Defense Transportation Regulation (DTR), Department of Defense (DOD) Regulation 4500.9-R, Part VI, June 2002

Copies of the above document are available from the U.S. Department of Commerce, National Technical Information Services, 5285 Port Royal, Springfield, VA 22161 or via their website: <http://public.transcom.mil>.

Naval Facilities Engineering Command (NAVFAC) Publications:

- NAVFAC P-300 Management of Civil Engineering Support Equipment, Sept 2003
- NAVFAC P-307 Management of Weight Handling Equipment

Unified Facilities Criteria (UFC):

- 3-520-01 Interior Electrical Systems, with Change 2
- 3-520-05 Stationary Battery Areas
- 3-530-01 Design: Interior and Exterior Lighting and Controls, with Change 3
- 3-560-01 Electrical Safety, O&M; with Change 4
- 3-410-01 Heating, Ventilating, and Air Conditioning Systems, with Change
- 3-410-04N Industrial Ventilation
- 262 00 Switchboards and Switchgear
- 1-200-01 General Building Requirements
- **3-550-01 Exterior Electrical Power Distribution**
- **3-540-04 Diesel Generating Electric Plants**
- 3-600-01 Fire Protection Engineering for Facilities

American National Standard Institute (ANSI):

- C37.90 Relays and Relay Systems Associated with Electric Power Apparatus
- C39.1 Requirements for Electrical Analog Indicating Instruments
- C57.13 Requirements for Instrument Transformers

American Welding Society (AWS):

- D1.1 Structural Welding Code – Steel
- D1.2 Structural Welding Code – Aluminum
- D1.6 Structural Welding Code - Stainless

Institute of Electrical and Electronic Engineers (IEEE):

- C2 National Electric Safety Code (2002)
- C27 Switchgear assemblies including metal-enclosed bus
- C37 Circuit Breakers, Switchgear, Substations, and Fuses
- C39 Electrical Analog Indicating Instruments
- C57.13.1 (1981) Guide for Field Testing of Relaying Current Transformers
- C62 Guides and Standards For Surge Protection
- 446 Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
- Std 1 (2000) General Principles for Temperature Limits in the Rating of Electric Equipment and for the Evaluation of Electrical Insulation
- Std 43 (2000) Testing Insulation Resistance of Rotating Machinery
- Std 48 (1996; R 2003) Test Procedures and Requirements for Alternating-Current Cable Terminations 2.5 kV through 765 kV

- Std 81 (1983) Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System (Part 1) Normal Measurements
- Std 100 (2000) IEEE Standard Dictionary of Electrical and Electronics Terms
- Std 115 (1995; R 2002) Test Procedures for Synchronous Machines: Part I: Acceptance and Performance Testing; Part II: Test Procedures and Parameter Determination for Dynamic Analysis
- Std 120 (1989) Master Test Guide for Electrical Measurements in Power Circuits

The Society for Protective Coatings (SSPC)

- AB 2 (1996; R 2000) Cleanliness of Recycled Ferrous Metallic Abrasive
- AB 3 (2003) Newly Manufactured or Re-Manufactured Steel Abrasives
- Guide 12 (1998) Guide for Illumination of Industrial Painting Projects
- Guide to VIS 1 (1989) Guide to Visual Standard for Abrasive Blast Cleaned Steel
- PA 1 (2000) Shop, Field, and Maintenance Painting
- PA 2 (1996; R 2002) Measurement of Dry Coating Thickness With Magnetic Gages
- QP 3, (2000) Standard Procedure for Evaluating Qualifications of Shop Painting Applicators
- SP 10 (2000) Near-White Blast Cleaning
- SP COM (2000) Surface Preparation Commentary for Steel and Concrete Substrates
- VIS 1 (2002) Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning

International Electrical Testing Association (NETA)

- Acceptance Testing Specification (ATS) Electrical Power Distribution Equipment and Systems
- Maintenance Testing Specification (MTS)

National Fire Protection Association (NFPA)

- 30 Flammable and Combustible Liquids Code
- 37 Standard for the Installation and Use of Combustion Engines
- 70 National Electrical Code
- 75 Standard for the protection of Information Technology Equipment
- 99 Essential Electrical Systems for Health Care Facilities
- 110 Emergency and Standby Power Systems.
- 111 Stores Electrical Energy Emergency and Standby Power Systems

National Electrical Manufacturers Association (NEMA)

- SG-5 Power switchgear assemblies
- MG-1-1998 part 32. Alternator shall comply with the requirements of this standard.

International Organization for Standardization (ISO)

- ISO 668 Series 1 freight containers - Classification external dimensions and ratings [Amd. 1993 (E)]
- ISO 830 Terminology in relation to freight container (Amd. 1988)
- ISO 1161 Series 1 freight containers - Corner fittings Specification (Amd. 1990)
- ISO 1496-1 Series 1 freight containers - Specification and testing.
Part 1: General cargo containers for general purposes (Amd.2 - 1998)
- ISO 1894 General purpose series 1 freight containers - Minimum internal dimensions (2nd edition - 1979)
- ISO 6346 Freight containers - coding, identification and marking - 1995(E)
- ISO 8528-1 Specification for application, ratings, and performance (1993)
- ISO 8528-5 Specification for performance class G-3.

American Society for Testing and Materials International (ASTM)

- D 975 (2004be1) Diesel Fuel Oils
- D 1200 (1994; R 1999) Viscosity by Ford Viscosity Cup
- D 3276 (2000) Painting Inspectors (Metal Substrates)
- D 3925 (2002) Sampling Liquid Paints and Related Pigmented Coatings
- D 4417 (2003) Field Measurement of Surface Profile of Blast Cleaned Steel

Underwriters Laboratories (UL)

- 508 The entire control system of the generator set shall be UL508 listed and labeled.
- 891 (1998; Rev thru Feb 2003) Dead-Front Switchboards for 600v and below.
- 1236 (2002) Battery Chargers for Charging Engine-Starter Batteries
- Classified Enclosure based on PCIB-QRNZ Evaluation
- UL 1558 Standard for Metal Enclosed Low Voltage Power Circuit Breaker Switchgear

Manufacturers Standardization Society of the Valve and Fittings Industry (MSS)

- SP-58 (2002) Pipe Hangers and Supports - Materials, Design and Manufacture
- SP-69 (2002) Pipe Hangers and Supports - Selection and Application
- SP-80 (2003) Bronze Gate, Globe, Angle and Check Valves

National Institute of Standards and Technology (NIST)

- NIST SP 800-39, Managing Information Security Risk, March 2011.
- NIST SP 800-37, Guide to Applying the Risk Management Framework to Federal Information Systems, February 2010.
- NIST SP 800-82r1, Guide to Industrial Control Systems (ICS) Security, May 2013.
- NIST SP 800-125, Guide to Security for Full Virtualization Technologies, January 2011.
- NIST SP 800-123, Guide to General Server Security, July 2008.
- NIST SP 800-113, Guide to SSL VPNs, July 2008.
- NIST SP 800-94, Guide to Intrusion Detection and Prevention Systems (IDPS) (Draft), July 2012.
- NIST SP 800-83r1, Guide to Malware Incident Prevention and Handling for Desktops and Laptops, July 2013.
- NIST SP 800-41r1, Guide on Firewalls and Firewall Policy, September 2009.
- NIST SP 800-40r2, Creating a Patch and Vulnerability Management Program, November 2005.
- NIST SP 800-48r1, Guide to Securing Legacy IEEE 802.11 Wireless Networks, July 2008.
- NIST SP 800-97, Establishing Wireless Robust Security Networks: A Guide to IEEE 802.11i, February 2007.
- NIST SP 800-153, Guidelines for Securing Wireless Local Area Networks (WLANs), February 2012.
- NIST SP 800-55r1, Performance Measure Guide for Information Security, July 2008.
- NIST SP 800-61r2, Computer Security Incident Handling Guide, August 2012
- NIST SP 800-88r1 (Draft), Guidelines for Media Sanitization, September 2012
- NIST SP 800-86, Guide to Integrating Forensic Techniques into Incident Response, August 2006
- NIST SP 800-115, Technical Guide to Information Security Testing and Assessment, September 2008

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

- Canadian Standards Association 282, 1989 Emergency Electrical Power Supply for Buildings
- Canadian Standards Association C22.2, No. 14 - M91 Industrial Control Equipment.

- European Norm 50082-2 Electromagnetic Compatibility - Generic Immunity Requirements, Part 2: Industrial.
- European Norm 55011 Limits and Methods of Measurement of Radio Interference Characteristics of Industrial, Scientific and Medical Equipment.
- Federal Communications Commission Part 15, Subpart B.
- International Electro technical Commission 8528 part 4. Control Systems for Generator Sets
- International Electro technical Commission Std 801.2, 801.3, and 801.5 for susceptibility, conducted, and radiated electromagnetic emissions.

Applicable documents may be changed, added, or removed based on individual task order requirements.

Other applicable standards are American National Standards Institute (ANSI) or National Electrical Manufacturers Association (NEMA)

- Department of Transportation
- 49 Code of Federal Regulations, part 658
- Occupational safety and Health Administration (OSHA)
- EM 385-1-1

C.4.0 SCOPE

This procurement is for an Indefinite Delivery, Indefinite Quantity (IDIQ) contract for equipment purchase, installation, renovation, alterations and repair of critical power systems, loads, and supporting facilities at various locations in CONUS and worldwide.

C.4.1 Procurement of Equipment

The main part of each task will be critical power systems. These systems will include but are not limited to one or more of the following items.

Required Equipment may include:

Engine Generators: Diesel (or natural gas to a lesser extent) engine-generator sets are expected. Turbine engine-generators may be specified or accepted on a case-by-case basis. Engines will be of modern design, conforming to current applicable safety, efficiency, and emissions regulations. Generators will usually be specified as three-phase. Commercially-available engine-generator sets produced as a package are usually preferred. Units will include interfaces for remote-controlled starting, shutdown, and voltage adjustment. Generator sets will be sized appropriately, and be able to operate properly with UPS or other loads existing or planned. Equipment installation in extreme temperature ranges is expected (extreme Arctic cold to hot desert environments).

Automatic Transfer Switch (ATS) will generally be specified along with engine-generator sets. ATS provided will be of modern design. ATS will be field-programmable, that is the ATS will include a user interface for facilities personnel to monitor and adjust essential functions. Remote monitoring and control may also be specified in the task order.

Uninterruptible Power Supply (UPS) consisting of a solid-state rectifier, battery, and inverter are the technology expected. UPS units to be procured in this contract will be, unless otherwise specified, three-phase and on-line fulltime. Dual-Redundant UPS units may be specified in any task order. UPS units will generally include internal, automatic bypass switches and external, maintenance bypass switches. The exact configuration will be specified in each task order. Batteries will generally be included with the UPS. The size and configuration of batteries will be specified in each task order. Typically, batteries will be of the sealed, lead-acid type. Battery installations will include racks, cabling; disconnect switches, and safety devices. Battery monitoring systems may be specified. Replacement of existing batteries is expected.

Remote monitoring and control of generator, ATS, and UPS may be specified in each task order. Interface to existing monitoring and control systems may be specified. Energy monitoring, Supervisory Control and Data Acquisition (SCADA) systems, automated building control systems are expected under this contract.

Cables and transmission lines: Underground or overhead. Typically 15 kV class, but may be higher or lower voltage. Underground cable is generally shielded, with ground. Cables may be required to be installed in existing conduit, duct banks or by direct burial. Removal of existing cable may be required. Existing cable is in some cases lead sheathed. Overhead cable may be installed on existing poles. Some tasks may involve providing and installing new poles.

Transformers: Transformers of all specifications and types may be specified as oil cooled or dry type. Transformer voltages include distribution, typically 15 kV to 480 or 208 V, three phase, and low voltage, typically 480 V to 208/120 V. Higher voltages to 35 kV may be required as specified in individual task orders.

Switchgear: Includes switches, fuses, re-closers, and other equipment associated with medium voltage distribution, and motor control centers, distribution panels, and other equipment associated with low voltage service.

Task orders may include computer room air conditioners (CRAC) and liquid cooled computer-equipment racks.

Grounding systems: Includes but is not limited to special grounds for lightning protection, EMP protection, equipment protection, life safety.

C.4.2 Installation of Equipment and Post-Installation Services

The contractor shall provide all design, labor, equipment, materials and facilities as required performing the work as described in the individual task orders. Expected requirements of this contract shall include, but not be limited to, the following typical project requirements.

C.4.2.1 Required Services may include:

Services include procurement, installation, renovation, alterations, and repair for supporting facilities for the purpose of installing critical power systems. Work may include as-built drawing preparation, removal, and disposal.

Prior to performing any installation work, the Contractor shall prepare and submit a Health/Safety Plan with activity hazard analysis (AHA), Environmental Plan, Work Plan/Schedule, and drawings. The Work Plan/Schedule shall state the procedures, testing requirements, material, equipment, and personnel that the Contractor will use to complete the project.

Contractor shall be responsible for gathering data, identifying significant issues, developing appropriate inspection methods, identifying required retrofits, and preparing procedures for the installation, modification or upgrade of complex critical power systems and supporting facilities.

Preparation of schedules, timelines, and submittal registers.

Inspection, Assessment, and Troubleshooting Reports

Daily Production and Quality Control Reports during construction of repair activities.

Preparation of maintenance plans and development of shop and as-built drawings. Drawing formats are specified at the task order level.

Execution of repairs, upgrades, retrofits, installation, and modifications to critical power systems, critical loads, and

other supporting facilities, structures, and utilities.

Quality assurance of critical power systems, critical loads, supporting facilities and structures, documentation, processes, and procedures.

C.4.3 Manufacturer's Operation and Maintenance Manuals/Commercial Manuals. The Contractor shall provide to the Contracting Officer and COR the Manufacturer's Operation and Maintenance Manual (O&MM), Commercial Manuals or a descriptive pamphlet or sheet for all equipment.

C.6.0 KEY PERSONNEL QUALIFICATIONS

Contractor must provide resumes and performance evaluations from prior employers for the following key labor categories:

- **Project or Program Manager:** An advanced graduate degree or registered professional engineer with documented relevant experience in electrical, mechanical, and utility systems. In addition, the key personnel proposed shall have a minimum of ten years of experience in similar size and complexity to the systems installed at naval communications facilities. Secret clearance is the minimum required.
- **Senior Project Engineer:** An advanced graduate degree or registered professional engineer with documented relevant experience in electrical, mechanical, and utility systems. In addition, the key personnel proposed shall have a minimum of ten years of experience in similar size and complexity to the systems installed at naval communications facilities. Secret clearance is the minimum required.
- **Site Superintendent:** Documented relevant experience in a supervisory role in construction or installation of electrical, mechanical, and utility systems, on projects of the scope and size of those expected in this contract. In addition, the key personnel proposed shall have a minimum of ten years of experience in similar size and complexity to the systems installed at naval communications facilities. Secret clearance is minimum required.

C.7.0 PERFORMANCE REQUIREMENTS

C.7.1 Status Reports

At a minimum, below are listed items or categories that are to be contained in database information:

- Equipment Status
- Equipment Description
- Equipment Location
- Task Order Equipment Funding
- Request Delivery Date
- Percent Complete

C.7.2 Progress Meeting

The Contractor shall host monthly Progress Meetings on a day to be determined by the COR and the Contractor each month either at the Contractor's facility or telephonically. Deviations from this time frame are allowable only by Contracting Officer's Representative (COR). The Contractor shall host all inspections, evaluations, and tests required by the contract immediately before, concurrent with, or immediately following the Progress Meeting.

C.7.3 Special Considerations

Projects defined in individual task orders may require accelerated schedules to meet strategic fleet support objectives. As such, the contractor shall complete all tasks outlined in the task order within specified timeframes.

Contractors may require access to information or material which is classified up to the SECRET level per the Department of Defense Manual number 3020.45-M Volume 3 Subject: Defense Critical Infrastructure Program (DCIP) Security Classification Manual (SCM) of February 15, 2011. Those contractors will require a valid SECRET security clearance. Contractors may require access to Sensitive Compartmented Information Facilities (SCIF) to inspect, repair, install, or test critical power systems (The contractor shall provide personnel who meet security requirements as needed). Prime contractor personnel will be U.S. citizens. All contractor employees and sub-contractors working on project sites may be required to be US citizens in good standing with clean records. Many locations require all employees working on-site to pass a background investigation (Check of National Law Enforcement data bases, interviews, etc.) before being granted site access. Per SECNAV M-5510.36, SECNAV M-5510.30 and DoD 5220.22-M additional guidance will be provided by the NAVFAC ESC SMO.

Logistics at some sites will be difficult-to-very challenging. Occasionally, the contractor may be asked to ship their tools and materials to Europe, Middle East or Far East.

C.8.0 PLACE OF PERFORMANCE

The place of performance including designated inspection and acceptance instructions of each task will be specified in individual task orders. The place may be any Navy or other Government installation worldwide. Best commercial practice shall apply to preparation and packaging of any supplies to be delivered. Mark all shipments in accordance with MIL-STD-129. Some probable OCONUS locations may include (but not limited to): Japan/Far East; Hawaii; Guam; Alaska; Europe; Middle East/Bahrain.

C.9.0 ACCESS, PASSES AND WORK HOURS

All contractor employees, including subcontractors shall be required to comply with the Installation Security Requirement regarding personnel, vehicle, and equipment security passes and access the jobsite. Contractor shall comply with the RAPID Gate system.

Access to Buildings/ Occupied Buildings: The Contractor may work in or around existing occupied buildings. The Contractor is responsible, via the Contracting Officer, to obtain access to building and facilities and arrange for them to be opened and closed. Do not enter the building(s) without prior approval of the Contracting Officer. Keep the existing buildings and their contents secure at all times. Provide temporary closures as required to maintain security. Contract personnel will not be permitted in security-regulated buildings or areas unless cleared by the Security Officer.

Passes and Badges: Contractor employees and representatives performing work under this contract are required to be either United States citizens or documented legal residents (status verified by prime contractor). All Contractor employees shall obtain the required employee and vehicle passes. Each employee shall wear the Government issued badge other the front of the outer clothing.

Contractor Vehicles: All vehicles shall display a valid state license plate and safety inspection sticker, if applicable, and shall be maintained in good repair. The company name shall be displayed in a clearly visible manner and size on each Contractor vehicle used in the course of work. Registration, proof of insurance and driver's licenses are required to obtain a station vehicle pass.

Working Hours: Unless otherwise indicated, work will be located at Government compound, military installation, or station. Contractor working hours shall be between 0700 and 1700 Monday through Friday. Obtain advance approval from the Contracting Officer for Contractor personnel to remain on site beyond normal working hours. Notify the Contracting Officer at least 48 hours in advance to obtain approval for access to the jobsite or work outside of normal working hours or on Saturday, Sunday and Federal Holidays.

C.9.0 DELIVERABLES

Each Task Order negotiated under this contract will provide its own list of deliverables. It will include appropriate details such as content, format, timing, and receiving party. Attachment 2 provides the list of Contract Data Requirements List.

C.10 GOVERNMENT FURNISH INFORMATION AND EQUIPMENT

The Government may provide contractor-requested information on individual task orders. Government furnished equipment or material is on a task order basis.

C.11 CONTRACTING OFFICERS REPRESENTATIVE (COR)

A COR is a Government employee appointed by the contracting officer to provide technical direction/clarification and guidance with respect to the contract performance work statement. Their authority is clearly defined in an appointment letter. COR appointment letters are tailored to specific task order requirements and vary in the amount of authority. They also serve as the key on site point of contact for the Contractor Project Officer. Qualifications could include technical expertise in the functional areas of this PWS. They are also responsible for surveillance of the contractor's progress in fulfilling the PWS requirements specified in the contract task order. All COR appointees inform the Port Hueneme prime COR and Contracting Officer of any technical or contractual problems or delays.

Section D - Packaging and Marking

SECTION D

D.1 PREPARATION FOR DELIVERY

All material to be delivered hereunder shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and damages due to the hazards of shipment, handling and storage. Best commercial practice will be accepted.

D.2 CLASSIFIED MATERIAL

Classified material, if applicable, will be packed and shipped in accordance with transmission instructions contained in the "Industrial Security Manual for Safeguarding Classified Information" and Applicable Security Requirements Guide.

D.3 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or nonneutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

D.4 MARKING OF SHIPMENTS

(a) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129, Marking for Shipment and Storage.

(b) Each shipment of material and/or data shall be clearly marked as specified in individual task orders.

Section E - Inspection and Acceptance

SECTION E

E.1 INSPECTION AND ACCEPTANCE – DESTINATION

Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination by the Government as designated on the individual contract task orders in accordance with FAR 52.246-12.

E.2 ACCEPTANCE

The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by the Government.

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	N/A	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	N/A	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	N/A	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	N/A	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	N/A	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-12	Inspection of Construction	AUG 1996
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 19-OCT-2015 TO 18-OCT-2016	N/A	NAVFAC EXWC . CODE CIOFP 1000 23RD AVE BLDG 1000 PORT HUENEME CA 93043-4301 805-982-1192 FOB: Destination	N39430
0002	POP 19-OCT-2015 TO 18-OCT-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430
0003	POP 19-OCT-2015 TO 18-OCT-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430
0004	POP 19-OCT-2016 TO 18-OCT-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430
0005	POP 19-OCT-2016 TO 18-OCT-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430
0006	POP 19-OCT-2016 TO 18-OCT-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430
0007	POP 19-OCT-2017 TO 18-OCT-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430
0008	POP 19-OCT-2017 TO 18-OCT-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430
0009	POP 19-OCT-2017 TO 18-OCT-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430
0010	POP 19-OCT-2018 TO 18-OCT-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430
0011	POP 19-OCT-2018 TO 18-OCT-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430
0012	POP 19-OCT-2018 TO 18-OCT-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430
0013	POP 19-OCT-2019 TO 18-OCT-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430

0014	POP 19-OCT-2019 TO 18-OCT-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430
0015	POP 19-OCT-2019 TO 18-OCT-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430

CLAUSES INCORPORATED BY REFERENCE

52.247-34	F.O.B. Destination	NOV 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014

Section G - Contract Administration Data

SECTION G

G.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- (a) The COR for this contract is:

Name: Bob Love
 Mailing Address: 1000 23rd Ave, Port Hueneme, CA 93043
 Telephone Number: 805-982-3397

- (b) The Alternate COR for this contract is:

Name: To be identified at contract award.
 Mailing Address:
 Telephone Number:

- (c) The COR will act as the Contracting Officer's Representative for technical matters, providing technical clarification, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of the Contractor's performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which beyond the scope of the Statement of Work in the contract or delivery order.
- (d) When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract or delivery order, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor or delivery order, or until the issue has been otherwise resolved.
- (e) In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the Alternate COR.

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving JUN 2012
 Reports

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Receiving Report” (stand-alone) document type may be used instead.)

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

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

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

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

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

(End of Clause)

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.

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

(End of clause)

Section H - Special Contract Requirements

SECTION H

Section H of the solicitation, in its entirety, is replaced to read as follows:

H.1 PLANT ACCESS

The Government Contracting Officer's Representative (COR) and other authorized Government personnel shall be allowed access to the contractor's plant in which work under this contract is being performed during normal working hours as long as the visiting government personnel have complied with the planning and coordination requirements of FAR 42.402.

H.2 PERFORMANCE AT GOVERNMENT INSTALLATION

The contractor shall be required to furnish to the security department, at least 10 days in advance of commencement of the task order, the name(s) and place(s) of birth of the individual(s) who will be visiting the Government facility.

H.3 KEY PERSONNEL

(a) Key personnel positions with the minimum qualifications and experience as listed in paragraph (b) below are considered to be critical to the successful performance of this contract and shall possess a current, active security clearance of the level specified in the contract DD254, DOD Contract Security Classification Specification at the time of proposal submission. The contractor may propose other key personnel as required.

Prior to replacing any of these key personnel, as identified in the contractor's proposal and accepted by the Contracting Officer, the contractor shall obtain written consent of the Contracting Officer. In order to obtain this consent, the contractor must provide advance notice of the proposed changes and must demonstrate that the qualifications of the proposed substitute personnel are equivalent to or better than the qualifications of the personnel being replaced.

(b) Key Personnel List

- Project or Program Manager: An advanced graduate degree or registered professional engineer with ten years of relevant experience in electrical, mechanical, and utility systems. Secret clearance is required.
- Senior Project Engineer: An advanced graduate degree or registered professional engineer with ten years of relevant experience in electrical, mechanical, and utility systems. Secret clearance is required.
- Site Superintendent: Ten years relevant experience in a supervisory role in construction or installation of electrical, mechanical, and utility systems, on projects of the scope and size of those expected in this contract. Secret clearance is required.

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
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015

52.222-29	Notification Of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-10	Notice of Buy American Requirement--Construction Materials	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	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
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-99	Providing Accelerated Payment to Small Business Subcontractors (DEVIATION)	AUG 2012
52.233-1	Disputes	MAY 2014
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
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997

52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2015
52.245-1	Government Property	APR 2012
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
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
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.216-7006	Ordering	MAY 2011
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
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
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry--Basic (Nov 2014)	NOV 2014
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7033	Rights in Shop Drawings	APR 1966
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006

252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
5252.236-9303	Accident Prevention (JUN 1994)	MAY 1998
5252.236-9305	Availability of Utilities (JUN 1994)	MAY 1998

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52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) Definition.

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

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

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

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

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

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

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

Poster(s) Obtain from

(Contracting Officer shall insert—

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

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

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

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

- (1) Is for the acquisition of a commercial item; or
 - (2) Is performed entirely outside the United States.
- (End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of specified in each respective task order for each calendar day of delay until the work is completed or accepted.
 - (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 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 60 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) 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 five years.
- (End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a

cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
To be determined based on place of performance of individual task orders.	To be determined based on place of performance of individual task orders.

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

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

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

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;

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

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is

[Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

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

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

(1) Means any item of supply (including construction material) that is--

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

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

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

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

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

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

(b) Domestic preference.

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

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

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

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

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

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

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

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

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

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....
Domestic construction material...
Item 2			
Foreign construction material....
Domestic construction material...

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

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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)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 2 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 7 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

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

FAR: <http://farsite.hill.af.mil/vffara.htm>

DFARS: <http://farsite.hill.af.mil/vfdfara.htm>

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
.....	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
.....	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

** Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

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

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.

(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 in the individual task orders.

(End of clause)

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

(End of clause)

5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) Within ____ 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.

Note: The above requirements will be on a task order by task order basis. Further instructions as to bonding will be provided in the RFTOP.

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

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

(End of clause)

5252.236-9301 SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA (JUN 1994)

Denial of entry to the work areas under this contract may be required by the Government under certain circumstances 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 30 minutes unless otherwise specified in the individual task order.

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

a. Vehicle Search. Security regulations in 36.5100(b), 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.

b. Delivery Vehicles. Vehicles delivering force personnel while the driver is being processed for entry into the Limited Area. The driver and vehicle will then be escorted in the Limited Area by a Security Escort. 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)

5252.236-9310 RECORD DRAWINGS (JUN 1994)

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 contract drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of 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)

5252.246-9303 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES
(MAR 1996)

The Contractor shall perform all of the contract requirements. The Government will apply one or more of the surveillance methods mentioned below and will deduct an amount from the Contractor's invoice or otherwise withhold payment for unsatisfactory or nonperformed work. The Government reserves the right to change surveillance methods at any time during the contract without notice to the Contractor.

(a) STATISTICALLY EXTRAPOLATED SURVEILLANCE METHOD. The Government may apply a statistically extrapolated surveillance method (Random Sampling for Extrapolated Deductions) to any contract requirement to determine Contractor compliance. The defect rate will then be extrapolated to the monthly population to determine the number of unsatisfactorily performed work occurrences. The monthly population is the total number of work occurrences that are required to be performed during the month.

(b) OTHER SURVEILLANCE METHODS. The Government may apply other surveillance methods to determine Contractor compliance. These include, but are not limited to, 100% inspection, random sampling without extrapolated deductions, and planned sampling as primary surveillance methods; and incidental inspections and validated customer complaints as supplemental surveillance methods. When using these surveillance methods, deductions will be taken for all observed defects.

(c) PROCEDURES. In the case of unsatisfactory or nonperformed work, the Government:

(1) may give the Contractor written notice of observed deficiencies prior to deducting for unsatisfactory or nonperformed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for nonperformed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or nonperformed work.

(2) may, at its option, allow the Contractor an opportunity to reperform the unsatisfactory or nonperformed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within 24 hours of notice to the Contractor. In the case of other work, corrective action must be completed within 48 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 20 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon reinspection. However, the Contractor will be paid for satisfactorily reperformed work.

(3) shall deduct from the Contractor's invoice all amounts associated with the unsatisfactory or nonperformed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to reperform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 20 percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis

for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 20 percent of the computed cost.

(d) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

(e) Reperformance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.249-8, "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" of Section I and all other remedies for default as may be provided by law.

(f) When WATCHSTANDING SERVICES apply. If the Contractor fails to provide qualified personnel or allows any post to be unmanned for a total of N/A minutes in any shift, the Government may assign other persons to perform such work or deduct an amount from the Contractor's invoice as specified below;

(1) When Watchstanding Services are performed by Government employees, deductions shall be computed based on the current Federal Pay Schedule including wages, retirement and fringe benefits of the Government employees (civilian or military) who actually performed the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of N/A percent of the computed cost.

(2) When non-performed Watchstanding Services are obtained under another contract, the Government will deduct from the Contractor's invoice an amount equal to the cost to the Government under that contract. In addition, the Government can assess liquidated damages, as referenced above, in the amount of N/A percent of the cost.

(3) If no guard replacement is furnished by the Government and the work is not performed, the Government will deduct from the Contractor's invoice an amount equal to the cost to the Government of having a Government employee perform the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of N/A percent of the computed cost.

(4) The Contractor will be held liable for property losses sustained by the Government as a direct, consequential result of a failure to furnish the required personnel.

(5) Computations of the costs for Government employees to perform work not performed by the Contractor shall be in conformance with FAR 52.222-42, "STATEMENT OF EQUIVALENT RATE FOR FEDERAL HIRES".

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Attachment J-1 - IDIQ Pricing Sheet

Attachment J-2 - Past Performance Questionnaire

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

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

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

(b)(1) If the 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 \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 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 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
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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)

Section L - Instructions, Conditions and Notices to Bidders

SECTION L

L.1 INQUIRIES BY PROSPECTIVE OFFERORS

The common cut-off date for receipt of all written solicitation questions is 1500 Pacific time on 14 September 2015. Offerors may submit questions, concerns, or request clarification of, any aspect of this solicitation to the Contract Specialist, Eric Ford via email: eric.l.ford2@navy.mil. The offeror must include the company name in the subject line of the email. The questions should include the page number and paragraph number or identifier, which pertains to the offeror’s question. Comments and questions must reference SOLICITATION N39430-15-R-1613. Acknowledgement of receipt of questions will not be made.

L.2 ORGANIZATION OF OFFER

1. Organization and Content. Each offer shall contain all pertinent information in sufficient detail to conduct an effective evaluation. The information shall be organized as follows:

a. Cover Letter. A letter containing the following:

- Name and address of offeror;
- The name of the person or persons authorized to represent the offeror in contractual matters, including final negotiations; and
- The address and telephone number for the authorized representative of the offeror.

b. SF 33

c. Volume I - Technical Proposal (Original and 2 copies separately bound and organized by evaluation factor).

d. Volume II – Price Proposal (Original and 1 copy separately bound and organized).

The technical proposal must address the evaluation factors in Section L and include all required documentation. The documentation shall be provided in volumes formatted as described below:

VOLUME	FACTOR	PAGE LIMITATION	TITLE
I	1	24	Technical Approach
I	2	12	Management Approach
I	3	2	Safety
I	4	5 per project	Past Performance
II	5	Unlimited	Price Proposal

1. Each volume of the proposal shall be separately bound in a three-ring loose-leaf binder that permits the volume to lie flat when open. Staples shall not be used. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the offeror's name. The same identifying data shall be placed on the spine of each binder.

2. Each volume shall contain a detailed table of contents to outline the subparagraphs within that volume. Tab indexing shall be used to identify sections.

3. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against page limitations.

4. Submission of the proposal shall be typewritten, and shall be presented on Standard 8.5 x 11 inch paper, one-inch margins, single-spacing using 12-point Times New Roman font print. Each section shall start on a new page; pages shall be sequentially numbered and identified with the name of the offeror and the RFP number. Pages submitted which exceed the limits in the chart above will not be considered in the evaluation. The Cover Letter, personnel resumes, blank pages, tables of contents, glossaries, CPARS forms, Past Performance Questionnaires, and indexes are not considered a "page" for page limit purposes.

L.3 SUBMISSION OF OFFERS

Proposals not received at the address below on or before the hour and date set forth for receipt of proposals shall be subject to the provisions of 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)—ALTERNATE I (OCT 1997).

Address:

NAVFAC EXWC Acquisitions Department
Code ACQ71
Naval Base Ventura County
Attn: Eric Ford, Critical Power N39430-15-R-1613
1100 23rd Avenue Bldg. 1100 Room B107
Port Hueneme, CA 93043-4301

No hand carrying of proposals will be allowed for this procurement.

In addition, please submit your proposal via e-mail to eric.l.ford2@navy.mil. The price and technical proposals shall be submitted as separate Portable Document Format (PDF) attachments within the email. The email subject line should include the following text: "Response to RFP N39430-15-R-1613 (Insert Offeror Name)."

L.4 FORMAT OF THE TECHNICAL PROPOSAL

The following information shall be included in the technical proposal: A cover letter shall accompany the proposal to include the solicitation number, name, address, DUNS and Cage Code, telephone number and facsimile number of the offeror. This page will not be included in the page count.

Factor 1 – Technical Approach
Factor 2 – Management Approach
Factor 3 – Safety
Factor 4 – Past Performance

L.5 SUBMITTAL REQUIREMENTS FOR EACH FACTOR

(1) Factor 1, Technical Approach:

(1) Technical Plan - The offeror shall submit a narrative document describing in detail its technical capability and approach to perform the type of work described in Sections C.4.1, C.4.2 and C.5.0 of the PWS. Additionally the offeror shall submit a Performance Execution Plan which describes the contractor's plan to execute task orders and multiple task orders simultaneously both in CONUS and OCONUS. The plan must include the contractor's facilities, must identify any subcontractors, partners mentorships, and equipment manufacturers that will be used and must describe the systems in place to perform design, assessment, inspection, repair, installation, and logistics services as described in Sections C.4.1, C.4.2 and C.5.0 of the PWS.

(2) Parts Support Plan - The offeror shall submit a Parts Support Plan which describes the contractor's process in obtaining repair parts for the types of equipment identified in Attachment 2 of the PWS. The

Parts Support Plan shall include warranty information on repair/replacement parts, a list of current/potential part suppliers, and a procedure for obtaining obsolete and/or outdated repair parts.

(2) Factor 2, Management Approach

(1) Quality Management Plan - The offeror shall provide a summary of the proposed Quality Management Plan not to exceed two (2) pages. The summary shall describe the methods to conduct, document, measure, control and improve the identified quality processes proposed for this procurement.

(2) Key Personnel- The offeror shall identify all Key Personnel proposed for this requirement (see Section C.9.2.1 for all key personnel categories). For each Key Personnel position, offerors shall provide a resume for the proposed individual that will fill the position. Each resume shall not exceed three (3) pages in length.

(3) Factor 3, Safety:

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

(1) Experience Modification Rate (EMR): For the three previous complete calendar years (2012, 2013, and 2014), submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the three previous complete calendar years (2012, 2013 and 2014), submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

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

(4) Factor 4 Past Performance:

Offerors may submit materials on up to five projects/contracts that demonstrate the offeror's ability to successfully deliver products and services that are similar to the work described in the performance work statement. For each project/contract, there are two submittal requirements: (1) past performance evaluation forms; and (2) a narrative statement.

(1) Past Performance Evaluation Forms.

For each project/contract, the offeror must submit a completed Contractor Performance Assessment Reporting System (CPARS) evaluation or a Past Performance Questionnaire (PPQ). If a completed CPARS evaluation is available on the CPARS website for the contract/project, the offeror must submit the CPARS evaluation for the project/contract. If there is not a completed CPARS evaluation for the project/contract, a PPQ must be submitted. A PPQ form is included as an attachment to the solicitation. Offerors must submit the PPQ form to the client for completion. Offerors should take care to ensure correct phone numbers and email addresses are provided for the client point of contact on the PPQs. Offerors should follow-up with clients/references to ensure timely submittal of

the questionnaires. If the offeror is unable to obtain a completed PPQ from a client for a project/contract before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ which will provide contract/project and client information.. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Eric Ford, via email at eric.l.ford2@navy.mil prior to proposal closing date. An offeror should not submit a PPQ when a completed CPARS evaluation is available.

The Government will only consider recent past performance. Recent is defined as projects/contracts completed no more than five years from the posting date of this RFP. In other words, projects/contracts which were completed more than five years before the posting of this RFP will not be evaluated.

The requirement to submit these forms can not be satisfied by directing the Government to consider forms or information submitted on other procurements. The Government may utilize previously submitted PPQ information or any other information available in the past performance evaluation.

(2) Narrative Statement

Offerors must submit a statement for each project/contract submitted that provides an overview of each project/contract and how the project/contract is relevant to the work described in the performance work statement of this solicitation. The statement for each project/contract may not exceed one page.

(5) Price:

(1) Offerors shall submit the following information for this factor:

- i. Cover Letter
- ii. A Completed Schedule of Total Estimated Price (See Attachment J-1 of the Solicitation).
- iii. The company financial statement for the most recent completed 12-month financial accounting year.

Schedules of Total Estimated Price

Offerors shall submit with their price proposal a completed Schedule of Total Estimated Price, Attachment J-1. Attachment J-1 consists of two parts: Total Estimated Price by IDIQ CLIN, and Total Estimated Price. Instructions for each section are as follows:

Total Estimated Price by IDIQ CLIN

Offerors shall complete and submit a separate schedule by service CLIN (totaling five schedules – CLINs 0001, 0004, 0007, 00010, and 0013) for all associated costs for each CLIN.

For each specified CLIN, Offerors are instructed to provide the following:

- Fully burdened labor rates (inclusive of base rate, overhead, general & administrative) for all labor categories. Offerors must also provide the separate elements that make up the fully priced labor rates.
- Offerors shall also use the Government-provided Labor Categories and Labor Hours to develop the pricing schedules, attachment J-1.
- Offerors shall use the Government-provided estimates on Subcontracts, Travel & Subsistence and Other Direct Costs in their respective FFP pricing schedules, attachment J-1.

- If any supplemental markups are anticipated for subcontracts, travel or ODCs (including materials), offerors must propose that markup.
- Profit for each CLIN shall be proposed separately from any other elements (i.e. not rolled up into labor rates or any other markups).

Annual Labor Hours by Labor Category - As indicated above, the offeror shall use the following Government estimated annual labor hours on the CLINs.

Labor Category	Base Year Hours	Option 1 Hours	Option 2 Hours	Option 3 Hours	Option 4 Hours
Project Manager	2,560	2,560	2,560	2,560	2,560
Subcontractor Administration	640	640	640	640	640
Project Controller/Scheduler	640	640	640	640	640
Quality Assurance Management	2,240	2,240	2,240	2,240	2,240
Safety Office Management	2,240	2,240	2,240	2,240	2,240
Electrical Engineer	1,280	1,280	1,280	1,280	1,280
Mechanical Engineer	1,280	1,280	1,280	1,280	1,280
Project Engineer	2,560	2,560	2,560	2,560	2,560
Admin Assistance	640	640	640	640	640
CADD Operator	1,280	1,280	1,280	1,280	1,280
Site Superintendent	2,560	2,560	2,560	2,560	2,560
Total Level of Effort	17,920	17,920	17,920	17,920	17,920

Equipment – Offerors shall complete the “Equipment List” worksheet located within Attachment J-1 to provide an estimate of a representative sample of equipment contemplated for purchase under this contract. Offerors shall provide a unit price for each piece of equipment on the list, a discount, if applicable, a total per each type of equipment and a total per CLIN for all equipment costs proposed. The quantities, as well as types of units listed in the Equipment List are for pricing proposes only and are not a binding indicator of equipment to be purchased by the Government during the contract.

Upon completion of the equipment list, offerors will input the total price per CLIN into each respective area of Attachment J-1 (i.e. insert the total price into the respective CLIN worksheet as well as the Total Proposed Price worksheet).

Any discount proposed by an offeror will be binding for the duration of the contract.

Travel – As indicated above, offerors shall use the following Government estimated annual travel costs to develop the CLIN pricing schedules:

	Base Year	Option 1	Option 2	Option 3	Option 4
Travel	\$250,000	\$225,000	\$225,000	\$225,000	\$225,000
					0

Other Direct Costs - As indicated above, offerors shall use the following Government estimated annual ODCs to develop the CLIN pricing schedules:

	Base Year	Option 1	Option 2	Option 3	Option 4
ODCs	\$500,000	\$200,000	\$200,000	\$200,000	\$200,000

Profit – As stated earlier, offerors will submit a separate Profit element for each CLIN. Offerors shall provide the profit rate, profit base, and proposed profit dollars for each service CLIN.

Construction CLINs (0002, 0005, 0008, 0011, and 0014)

Offerors will not provide separate pricing for the Construction CLINs. The Government will utilize the Construction CLIN on a task order basis as needed.

MUSE CLINs (0003, 0006, 0009, 0012, 0015)

Offerors will use the Government mandated estimated amounts of \$3,000,000 for each specified CLIN.

Total Estimated Price

Offerors must also submit a separate schedule that provides the total IDIQ price.

- All elements of price shown on the Total Estimated Price schedule must be consistent with the separate IDIQ schedules.
- The offeror’s calculated equipment total price must be inserted into this schedule.

Offerors may use their own format for the Schedule of Total Estimated Cost, if (i) use of the Government’s preferred format will cause an unreasonable burden on resources and (ii) the Offeror’s format provides in substance the same level of detail and information reflected on the Government’s pricing format.

Markup Rates

If an offeror is proposing markup rates on any non-labor element (travel, equipment, ODCs, etc), such rates must be included in the offeror’s pricing schedule. In addition, offerors must provide supporting documentation stating what the prospective markup percentage is, as well as what the rate is being applied to.

Upon award, the awardee will not be able to reclassify proposed rates in such a way that they would apply to elements differently than how they were proposed during the solicitation phase.

Not-to-exceed Rates

All fully burdened labor rates, as well as any proposed markup rates will be incorporated into the contract as not-to-exceed (NTE) rates for the duration of the contract and shall be used in all subsequent task orders. The offeror’s proposed profit will also be incorporated as a not-to-exceed rate.

Discount

Any discounts proposed on unit prices for the equipment list will be binding on future task orders issued under this contract.

Company Financial Statement Report

Offeror shall submit with their cost proposal a company financial statement (F/S) for the most recent completed 12-month financial accounting year. Include the balance sheet, income statement, and related notes or management discussion and analysis, if any. Include the cash flow statement if prepared. The submission requirement in descending order of preference is:

- F/S compiled, reviewed, or audited by an independent external auditor.
- Company prepared F/S.
- Accounting system generated F/S.

CLAUSES INCORPORATED BY REFERENCE

52.222-5	Construction Wage Rate Requirements--Secondary Site of the MAY 2014 Work	
52.236-27 Alt I	Site Visit (Construction) (Feb 1995) - Alternate I	FEB 1995
52.236-28	Preparation of Proposals--Construction	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)—ALTERNATE I (OCT 1997)

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

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

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

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

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

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

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

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

(i) The solicitation number;

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

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

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

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

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

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

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

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

(3) It is the only proposal received.

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

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

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be

deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

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

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

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

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

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

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

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

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

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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

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

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

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. 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. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

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

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

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

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

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

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

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

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a single award Indefinite Delivery, Indefinite Quantity contract with firm fixed price task orders resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Lynn Torres
Contracting Officer
Naval Facilities Engineering and Expeditionary Warfare Center, ACQ
1100 23rd Avenue
Port Hueneme, CA 93043

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

(End of provision)

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

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

FAR: <http://farsite.hill.af.mil/vffara.htm>
DFARS: <http://farsite.hill.af.mil/vfdfara.htm>

(End of provision)

Section M - Evaluation Factors for Award

SECTION M

M.1 BASIS FOR AWARD

The Government intends to award one contract resulting from this solicitation to the offeror representing the best value to the Government. The determination of which offeror's proposal constitutes the best value to the Government will be made by performing a tradeoff analysis between each offeror's respective technical proposal and price.

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(s) determined to represent the best value—the proposal most advantageous to the Government, price and other factors considered.

The Government intends to evaluate proposals and award a contract without conducting discussions; offerors are requested to submit their most competitive offer upfront. However, the Government reserves the right to hold discussions with offerors whose proposals have been determined to be within the competitive range.

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

- Factor 1 – Technical Approach
- Factor 2 – Management Approach
- Factor 3 – Safety
- Factor 4 – Past Performance

The relative order of importance of the non-cost/price evaluation factors is the technical factors (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 4). When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment 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.

M.2 EVALUATION FACTORS

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. The awarded contract will be accompanied by award of a task order in the amount of the minimum contract guarantee.

(1) **Factor 1, Technical Approach:**

(1) The government will evaluate the extent to which the offeror demonstrates its technical capability to perform each of the requirements listed in Sections C.4.1, C.4.2, and C.5.0 of the PWS. The Performance Execution Plan of the proposal for this factor will be evaluated to determine the contractor's capability to coordinate and execute task order or multiple task orders simultaneously placed on this IDIQ contract. The government will evaluate the offeror's expertise, experience, facility capabilities, the subcontractors identified, and systems in place to design, install, test, commission, troubleshoot, overhaul, repair, refurbish, assess, inspect, and maintain the various types of equipment listed in the Attachment 2 of the PWS.

(2) The Parts Support Plan of the proposal for this factor will be evaluated to determine the offeror's

ability to expeditiously, efficiently and effectively obtain repair parts (including unique, obsolete or outdated repair parts) for inspection, repair and logistics services on the various types of equipment identified in the Attachment 2 of the PWS.

(2) Factor 2, Management Approach

(1) Quality Management Plan – The offeror’s submitted Quality Management Plan will be evaluated to determine whether the summary document addresses each of the areas listed in Section L of this factor (i.e. methods to document, document, measure, control and improve the identified quality processes proposed for this procurement).

(2) Key Personnel- The offeror will be evaluated on the resumes of the key personnel in the proposal (the three key labor categories are identified in paragraph C.9.2.1 of the PWS). The evaluators will verify that the key personnel proposed meet the minimum requirements stated in Section C. Offerors that submit personnel that exceed the minimum requirements may be rated more favorably than others that do not.

(3) Factor 3, Safety:

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror’s overall safety record, the Offeror’s plan to select and monitor subcontractors, any and innovative safety methods that the Offeror plans to implement for this procurement. The Government’s sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC’s Facility Accident and Incident Reporting (FAIR) database, and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the following:

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

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

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

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

(4) Factor 4 Past Performance:

The Government will evaluate each offeror's past performance using a two-step process. First, the Government will evaluate the relevancy of all projects/contracts submitted by the offeror and other information available (Relevancy Assessment). Second, the Government will, considering relevancy and the offeror's performance on those contracts, assign a Performance Confidence Assessment Rating.

1. Relevancy Assessment: The Government will conduct a relevancy assessment of each project/contract submitted by the offeror to determine how close the work performed under those projects/contracts relates to the work described in this solicitation. The Government is not obliged to seek out and consider information other than the information the offeror submits but may at its discretion consider recent and relevant information involving other projects/contracts. This may include information submitted on other procurements, information in the Past Performance Information Retrieval System (PPIRS), information in the Federal Awardee Performance and Integrity Information System (FAPIIS), information in the Electronic Subcontract Reporting System (eSRS), interviews with Government customers and commercial clients, and any other information available. The Government will evaluate the relevancy of projects based on the evaluation scale in the table below. The terms "scope", "magnitude" and "complexity" in the following table have broad meaning such that evaluators will consider any feature of a past project/contract which has a predicative effect on performance on the current contract.

The purpose of assessing relevancy is to take into account the predictive value of past effort toward success on this contract. Therefore, work performed under a government contract may be considered more relevant than work performed under a commercial contract. In addition, past performance as a prime contractor may be more relevant than the past effort performed as a sub-contractor.

Relevancy Assessment Ratings	
Rating	Description
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.
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2. Overall Performance Confidence Assessment Rating. Taking into account the Relevancy Assessment (Step 1), and the quality of performance on the past projects/contracts, the Government will assign an overall performance confidence assessment rating for this factor (past performance rating) based on the scale in the table below. Offerors for whom past performance information is not available or is so sparse that no rating can be reasonably assigned will not be evaluated favorably or unfavorably and, as a result, will receive an “Unknown Confidence” rating for this factor. A favorable record of relevant past performance may be considered more advantageous to the Government than an “Unknown Confidence” rating.

Performance Confidence Assessment Ratings	
Rating	Description
Substantial Confidence	Based on the offeror’s recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror’s recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror’s recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror’s recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

(5) Price:

The Government will evaluate the offeror’s total proposed price by utilizing price analysis.

The Government will conduct a price analysis in accordance with FAR 15.404-1 to determine whether an offeror’s price is considered fair and reasonable. The total price to be used as the basis of evaluation will be the sum of the total IDIQ price submitted by the offeror (the sum total of the Total Estimated Price schedule). Offerors will be listed from lowest to highest for purposes of conducting the price analysis.

In addition, the Government will evaluate the offeror’s Total Estimated Price by IDIQ CLIN for the following elements:

- Verify that the offeror utilized all Government estimated amounts for Travel, and ODC costs in the CLINs

Any offeror that does not follow the submittal instructions of this factor may be considered unresponsive.

The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options in Section M of the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise the option(s).

Offerors are advised that all proposed labor rates, markups and profit will be incorporated into the contract as not-to-exceed rates on future task orders. Furthermore, any discount percentages will be used in task orders issued under this contract.

Equipment List – In addition to performing a price analysis on an offeror's overall submitted price in accordance with FAR 15.404-1, the Government may perform an unbalanced pricing analysis on the offeror's submitted equipment list worksheet. If performed, the analysis will be conducted in accordance with FAR 15.404-1(g). As stated in FAR 15.404-1(g)(3), an offer may be rejected if the unbalanced pricing analysis indicates that the offeror's price proposal represents an unacceptable risk to the Government on subsequent task orders.

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990