

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N40080-16-R-0151	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 31-Jul-2015	PAGE OF PAGES 1 OF 90
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. ACQR3903264	6. PROJECT NO.
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7. ISSUED BY NAVAL FACILITIES ENG COMMAND 1314 HARWOOD ST WASHINGTON DC 20374 TEL: FAX:	CODE N40080	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME MYESHIA DANIELS	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 202-685-8411
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SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

P677, ACADEMIC INSTRUCTION FACILITY -TECOM, MARINE CORPS BASE QUANTICO, QUANTICO VA

Competition Requirement: Full and Open Competition

Source Selection Process: Best Value Source Selection (BVSS) Trade-Off Process Using Two Phase Design-Build Procedures

Contract Type: Firm Fixed Price

The drawings and specifications for this project will not be available for Phase I. The drawings and specifications will be available for Phase II.

All inquiries must be submitted no later than 10 calendar days prior to the proposal due date. Inquiries shall be submitted in writing via email to: Myeshia Daniels at email myeshia.daniels@navy.mil and Lindsay Nail at email lindsay.nail@navy.mil

All amendments, drawings, specifications will be posted to Navy Electronic Commerce Online (NECO) website: <https://www.neco.navy.mil> and Federal Business Opportunities (FBO) website: <https://www.fbo.gov> and potential offerors will not be contacted regarding any changes posted.

11. The Contractor shall begin performance within 15 calendar days and complete it within 630 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See 52.211-10 _____.)

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

A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 01 Sep 2015 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

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

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

Section 00010 - Solicitation Contract Form

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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INSTRUCTION TO OFFERORS

INSTRUCTIONS TO OFFERORS

1. The following paragraphs are supplemental instructions to bidders to be used in conjunction with the remaining sections.

2. This procurement is solicited on an unrestricted basis with full and open competition. This acquisition results in a Firm-Fixed Price (FFP) Design/Build construction contract.

3 TITLE: Academic Instruction Facility- TECOM School Phase 1 at Marine Corps Base Quantico, Quantico VA

4. PROJECT DESCRIPTION:

Design and construct an approximately 60,000 SF, multi-story Applied Instruction Facility. Features include cast stone and brick veneer on reinforced concrete masonry unit and a standing seam metal roof over structural steel framing. The building appearance complies with the base exterior architecture plan including Georgian architectural facades.

Interior finishes include a combination of tile, carpet, painted concrete masonry unit (CMU) walls, movable partitions, suspended gypsum board and acoustical ceiling tiles and raised flooring to accommodate computer wiring, power wiring, and heating, ventilation and air conditioning ductwork. Facility includes a passenger elevator and a freight elevator. Core service areas include applied instruction classrooms, administrative offices, conference rooms, library spaces, storage space and restrooms.

The facility will be designed and constructed to meet the requirements of the Architecture Barriers Act.

The project will comply with Anti-terrorism Force-protection (ATFP) regulations, physical security, and progressive collapse prevention in accordance with DoD Minimum Anti-Terrorism Standards for Buildings.

Electrical utilities include primary and secondary distribution systems, lighting, transformers and telecommunications infrastructure. Mechanical utilities include heating, ventilation and air conditioning, plumbing and plumbing fixtures will be provided, Sanitary sewer lines and water lines will be provided.

Information systems include voice, data, and video, fire protection and alarm, security, computer network, and associated infrastructure.

Design and construction will include sustainable design principles in accordance with applicable laws and Executive Orders and comply with the Energy Policy Act of 2005 and the Energy

Independence and Security Act of 2007. Facilities will be designed to meet or exceed the useful service life specified in DoD Unified Facility Criteria. Facilities will incorporate features that provide the lowest practical life cycle cost solutions satisfying the facility requirements with the goal of maximizing energy efficiency.

Pavement facilities include a dumpster pad, a mechanical yard, a loading dock, pads for back-up generators, a transformer pad, electrical connections and fence with gates for pedestrian and vehicular access, and a Combat Operations Center outdoor training facility with concrete training Pad.

Site preparation includes site clearing, excavation, grading and preparation for construction. Paving and site improvements include approximately 350 parking spaces, roadways, pervious surfaces, curbs, sidewalks, retaining wall, bicycle rack, landscaping with native drought resistant plants, fencing, signs, storm-water drainage, rain gardens and a subsurface sand filter system. Low Impact Development will be included in the design and construction of this project as appropriate.

5. This requirement is a Design/Build construction project with an overall estimate contract duration of 630 calendar days including the submission of performance and payment bonds after award.

Award will be based on best value in accordance with Evaluation Factors for Award.

6. The Design-Build Budget amount is **\$24,355,150**.

7. Government point of contact for this RFP is Myeshia Daniels. Inquiries during the proposal preparation period shall be submitted by email to: myeshia.daniels@navy.mil. Pre-proposal Inquiries (PPI) shall be submitted in writing. Offerors shall use the PPI Form Attachment (C) contained herein when submitting inquiries via email to the following address: myeshia.daniels@navy.mil. **Pre-proposal inquiries will be accepted until 2:00pm, on 21 August 2015.** Responses to PPI's will be published via solicitation amendment. The secondary point of contact is Lindsay Naill: Lindsay.naill@navy.mil

8. All proposals and copies shall be packaged in a sealed box. Please include, with proposals, one cover letter indicating your Point of Contact, mailing address, e-mail address, and phone number for this offering.

All proposal packages shall be mailed or hand delivered to:

NAVFAC Washington-Building 212
1314 Harwood Street, SE
Washington Navy Yard
Washington, DC 20374
Attention: Myeshia Daniels

* If hand delivering, address package as if mailing, and deliver to
First floor mailroom of Building 212

• INSTRUCTIONS FOR HAND DELIVERY OF PROPOSALS:

The current security condition at the Washington Navy Yard requires escorts for entry to the base by individuals not possessing a U.S. Government DoD Common Access Card (CAC) identification card. Individuals without a DoDCAC will not be permitted to enter the Navy Yard. NAVFAC Washington **WILL NOT** be able to provide escorts for Navy Yard entry of hand delivered proposals. NAVFAC Washington **WILL NOT** receive hand delivered proposals at the Base Pass Office or any location other than that identified for receipt in the solicitation.

The Government considers use of a courier service, such as FedEx or UPS, as hand delivery of proposals and the responsibility for timely delivery resides with the offeror.

Offerors are notified that the entry point for proposals submitted through the U.S. Postal Service is at Joint Base Anacosta-Bolling and NOT at the Washington Navy Yard. Contractors proposals must be received by NAVFAC Washington at the Navy Yard by the due date outlines in the solicitation and delivery time from the Joint Base Anacosta-Bolling to the Navy Yard **cannot be predicted nor guaranteed. Offerors should take this into consideration when determining delivery method.**

Facsimile copies will NOT be accepted.

****All Phase One proposals must be received prior to 2:00 PM on 01 September 2015.**

Any proposals submitted after the time set for receipt will be stamped with the date and hour of receipt and held unopened until after award. The file shall be documented in accordance with FAR 14.304-4.

The Government reserves the right to reject any or all proposals at any time prior to award, to negotiate with any or all Offerors, and to award to the Offeror submitting the proposal determined by the Government to be the most advantageous. **OFFERORS ARE ADVISED THAT AN AWARD MAY BE MADE WITHOUT DISCUSSIONS.** Therefore, proposals should be submitted initially on the most favorable terms. Offerors should not assume that they will be contacted or afforded an opportunity to qualify, discuss or revise their proposals prior to award.

9. Amendments will be posted to the website Navy Electronic Commerce Online (NECO) <https://www.neco.navy.mil/>. Hard copies of the amendments will not be mailed. It is the Offerors responsibility to check the website periodically for any amendments to the solicitation.

The Offerors must acknowledge any and all amendments issued under this solicitation either by annotating it on the SF 1442 or signing each SF 30 (Amendment) and submitting it with the Offeror's bid.

ATTACHMENTS

Attachment A- Project Data Sheet
Attachment B-Past Performance Questionnaire (PPQ)
Attachment C-Pre-Proposal Inquiry Form (PPI)
Attachment D, E, F-Small Business Utilization Forms

EVALUATION CRITERIA

1. Phase-One of the procurement process is the narrowing phase selecting a maximum of five (5) offerors (design-build teams) based on technical factors that include: Technical Approach, Experience, and Past Performance for projects priced in the anticipated workload range. Phase-One technical factors relate to contract requirements for similar type projects. Only those offerors selected in Phase-One will be allowed to proceed into Phase-Two.
2. In Phase-Two the selected Phase-One offerors must submit technical and price proposals for the project. Offerors who fail to submit their Phase –Two technical and price proposals will not be considered for award. Phase-Two technical factors include: Safety, Technical Solution, Energy and Sustainable Design, and Small Business Utilization. Price proposals will be evaluated based on total price. The offeror with the proposal deemed most advantageous to the Government, considering price and non-price/cost evaluation factors, will be awarded the design-build contract.
3. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the proposal determined to represent the best value—the proposal most advantageous to the Government, price and other factors considered.
4. As stated in the solicitation, the Government may evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
5. The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.
6. As stated in the solicitation, technical factors 2, 4, ,5, 6, and 7 when combined are of equal importance to the performance confidence assessment (past performance) rating; and all technical factors and the performance confidence assessment (past performance) rating, when

combined are approximately equal to price. Subfactors 7.A and 7.B are equal in importance to each other.

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

EVALUATION FACTORS FOR AWARD

This is a Two-Phase Design-Build procurements, Factors 1-3 will be evaluated in Phase I and Factors 4-7 will be evaluated in Phase II. Factor 1 will only be rated Acceptable or Unacceptable. If an Offeror is rated Unacceptable in Factor 1, then they will not be considered for Phase II. The relative order of importance of the non-cost/price evaluation factors and subfactors is the technical Factors, 2, 4, 5, 6 and 7 are of equal importance to each other, respectively and, when combined are equal in importance to the past performance evaluation/performance confidence assessment factor (Factor 3). 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. For purposes of determining the technical rating for Factor 7, subfactors 7A and 7B are equal to each other.

1. Phase I:

Factor 1 – Technical Approach

Factor 2 – Experience

Factor 3 – Past Performance (Performance Confidence Assessment)

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

Phase II:

Factor 4 – Safety

Factor 5 – Technical Solution

Factor 6 – Energy & Sustainable Design

Factor 7 – Small Business Utilization

- ... Subfactors 7A -Past Performance in Utilization of Small Business Concerns
- ... Subfactors 7B -Small Business Participation

**PHASE I
EVALUATION FACTORS**

Factor 1 – Technical Approach:

(a) Solicitation Submittal Requirements:

The composition and management of the firms proposed as the design-build (DB) team for this contract will be evaluated in this factor.

The Offeror shall submit the following information:

- (1) Provide a narrative describing the proposed primary construction firms and primary design firms for this contract and the rationale for proposing this arrangement. Provide the role, responsibilities, and contractual relationships between the various firms (see FAR Subpart 9.6). The narrative shall also include a simple organizational chart that clearly identifies the lines of authority between the entities. If the experience of a significant subcontractor is being claimed in Factor 2, the firm must be named in the above narrative and organizational chart.

The technical approach narrative shall be limited to one (1) double-sided page (or two (2) single-sided pages) including the organizational chart. The information requested in item #2 below is not be included in this page limitation.

- (2) In addition to the narrative, the Offeror shall submit a signed copy of a joint venture agreement, partnership agreement, teaming agreement, or letter of commitment for each member of the Offeror's team identified above (e.g., joint venture partner, partner, team member, subcontractor, parent company, subsidiary, or other affiliated company, etc.).

(b) Basis of Evaluation:

The assessment of the Offeror's technical approach will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. This factor will be rated on an Acceptable or Unacceptable basis. Offerors that are rated Unacceptable will be found ineligible to proceed to Phase II.

Factor 2 – Experience:

(a) Solicitation Submittal Requirements:

The Offeror shall submit the following information:

(1) Construction Experience:

Submit up to three (3) construction projects for the Offeror that best demonstrates experience on relevant projects that are similar in size, scope, and complexity to the solicited project.

For purposes of this evaluation, a relevant project is further defined as:

Size: A project that is at least 45,000 gross square feet and a construction cost of \$20,000,000 or greater.

Scope: New construction with a minimum of three (3) stories, a multi-use building which includes facilities for instructional classrooms and administrative offices.

Complexity: ATFP progressive collapse prevention, and compliance (at minimum) with the Energy Policy Act of 2005 and the Energy Independence and Security Act of 2007.

Projects submitted for the Offeror shall have been completed within the past five (5) years of the date of issuance of this RFP.

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

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

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP (i.e.: unique features, area, construction methods). In addition, the description should also address any sustainable features for the project, including specific descriptions of

those features. This requirement also applies to LEED “Self Certified” or “Sustainable Validated” project (i.e. those not having U.S. Green Building Council (USGBC) certificate). For projects which are registered USGBC LEED Certified, submit a copy of the LEED certificate.

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects may be submitted for each Joint Venture partner. Offerors who fail to submit experience for all Joint Venture partners may be rated lower. Offerors are still limited to a total of three (3) projects combined.

Experience of proposed subcontractors will not be considered.

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract.

(2) Design Experience

Submit up to three (3) design projects for the design team that best demonstrate design experience on relevant projects that are similar in size, scope, and complexity to the RFP.

For purposes of this evaluation, a relevant project is further defined as:

Size: A project that is at least 45,000 gross square feet and a construction cost of \$20,000,000 or greater.

Scope: New construction with a minimum of three (3) stories, a multi-use building which includes facilities for instructional classrooms and administrative offices.

Complexity: ATFP progressive collapse prevention, and compliance (at minimum) with the Energy Policy Act of 2005 and the Energy Independence and Security Act of 2007.

Projects submitted shall be completed within the past five (5) years of the date of issuance of this RFP. For design-build projects, the design portion of the contract shall have been completed within the past five (5) years of the date of issuance of this RFP.

A project is defined as a complete design effort performed under a single task order or contract/subcontract. For multiple award and indefinite delivery/indefinite quantity

type contracts, the contract as a whole should not be submitted as a project; rather Offerors should submit the work performed under a task order as a project.

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

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP (i.e.: unique features, area, construction methods). In addition, the description should also address any sustainable features for the project, including specific descriptions of those features. Clearly identify projects that are certified by the U.S. Green Building Council (USGBC) LEED and the rating level. Also identify if the project is LEED “Self Certified” or “Sustainable Validated” project (i.e. those that were not able to achieve LEED certification).

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent /LLC/LTD member companies (name is not exactly as stated on the SF1442), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract.

(b) Basis of Evaluation:

The basis of evaluation will include the Offeror’s demonstrated experience and depth of experience in performing relevant construction and design projects as defined in the solicitation submittal requirements. The assessment of the Offeror’s relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. The Government will only review up to three projects for construction and three for design. Any projects submitted in excess of the three (3) for Construction Experience and three (3) for Design Experience will not be considered.

Relevant projects where the Offeror and the proposed design firm(s) have previously worked together may receive a higher rating than those that have not worked together.

Relevant projects that demonstrate design-build experience may receive a higher rating than those that do not have design-build experience.

Relevant projects that demonstrate experience with sustainable features may receive a higher rating than those that do not demonstrate experience with sustainable features.

Relevant construction and/or design projects that demonstrate facilities that include library spaces may be considered a strength.

Relevant construction projects that demonstrate comprehensive commissioning of major systems, including HVAC may be considered a strength.

Factor 3 – Past Performance:

(a) Solicitation Submittal Requirements:

If a completed Construction Contractor Appraisal Support System (CCASS) or Contractor Performance Assessment Rating (CPAR) evaluation is available, it shall be submitted with the proposal for each project included in Factor 2 for construction experience. If a completed AE Contractor Appraisal Support System (ACASS) or CPARS evaluation is available, it shall be submitted with the proposal for each project included in Factor 2 for design experience. If there is not a completed CCASS, ACASS or CPARS evaluation then submit Past Performance Questionnaires (Attachment D) for each project included in Factor 2 for both Construction Experience and Design Experience. The Offeror should provide completed Past Performance Questionnaires (PPQ) in the proposal. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). The Government may make reasonable attempts to contact the client noted for that project(s) to obtain the PPQ information. However, Offerors should follow-up with clients/references to help ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Myeshia Daniels, myeshia.daniels@navy.mil.

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

The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the Offeror's references or the references unwillingness to provide the information requested may affect the Government's evaluation of this factor.

Performance award or additional information submitted will not be considered.

(b) Basis of Evaluation:

This evaluation focuses on how well the Offeror performed on the relevant projects submitted under Factor 2 – Experience and past performance on other projects currently documented in known sources. More emphasis will be placed on relevant projects. In addition to the above, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of Contractors who are part of a partnership or joint venture identified in the Offeror’s proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

The Government will consider the currency and relevance of the information, the source of the information, context of the data, and general trends in the Contractor’s performance. This evaluation is separate and distinct from the Contracting Officer’s responsibility determination. The assessment of the Offeror’s past performance will be used as a means of evaluating the Offeror’s probability to successfully meet the requirements of the RFP.

Offerors lacking relevant past performance history will not be evaluated favorably or unfavorably in past performance and will receive an Unknown Confidence rating.

(END OF PHASE I EVALUATION FACTORS)

**PHASE II
EVALUATION FACTORS**

Factor 4 – Safety

(a) Submittal Requirements:

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

(1) Experience Modification Rate (EMR):

For the three (3) [January 2012 – December 2014] previous complete calendar years, submit your EMR (which compares your company’s annual losses in insurance claims against its policy premiums over a three (3) year period). If you have no EMR, affirmatively state so and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

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

For the three (3) [January 2012 – December 2014] previous complete calendar years, submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach for Safety Narrative:

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 (2) single-sided pages.

(b) Basis of Evaluation:

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

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

(1) Experience Modification Rate (EMR):

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

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

The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach to Safety:

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

Factor 5 – Technical Solution

(a) Solicitation Submittal Requirements:

Provide a narrative describing the technical solution to the project that meets the requirements of the RFP. Include the following:

- ... Interior circulation/adjacencies
- ... Exterior façade describing how the proposed construction integrates with the surrounding area and existing base facilities design or architectural theme.
- ... Site layout including a description of the building orientation, roadways, parking (include ingress and egress), emergency vehicle access, and ATFP standoff distances. Also include in the narrative a description of the general concept proposed to meet low impact development (LID).
- ... The Offeror should express whether they intend to comply with the solicitation requirements. Offeror shall use the conceptual floor, elevation and site plans provided as a basis for their design, per the RFP (Part 3 and 6). Clearly list any proposed deviations to the conceptual plans if required as part of your strategy to complete the design and construction of the facility within funds available for construction. Any changes and improvements to the RFP plan shall specifically identify the impact to the overall project, such as SF changes to spaces, and number of occupants per space, exterior façade, changes in pedestrian and vehicular access, changes in site features, etc. If no changes are proposed, do not provide interior floor plans and layouts, elevations and site plans as part of the proposal. If plan changes are part of your proposal, provide revised conceptual

plans with your proposal. Proposed features that exceed requirements will be evaluated for compliance with MILCON rules. Include the following:

- Interior circulation/adjacencies. Exterior façade for proposed new buildings;
offeror shall use, and develop, the basic building facades provided.
- Offeror shall use the site layout provided. Site layout shall include building orientation, roadways, parking (include ingress and egress), and ATRP standoff distances.

Narrative shall not exceed six (6) double-sided pages, 8 ½” x 11” (or twelve (12) single-sided pages). Up to six (6) conceptual drawings, 11” x 17”, may be provided to supplement the narrative, only if proposed changes are described (i.e. floor plans, exterior elevation, and site plan).

(b) Basis of Evaluation:

The Government will evaluate the narrative and conceptual drawings (if included) considering the extent to which the Offeror demonstrates a clear understanding of the architectural and engineering requirements of the project. The Government will evaluate the effectiveness of the design-build team's technical solution to determine the likelihood that the work will be performed in accordance with the technical requirements of the RFP.

Factor 6 – Energy and Sustainable Design

(a) Solicitation Submittal Requirements:

Provide the following information, which describes how the project will meet or exceed the following sustainable design contract requirements.

The Energy Efficiency and Sustainability Narratives shall not exceed two (2) double-sided pages (or four (4) single-sided pages) total with 11” font minimum.

(1) Energy Efficiency Narrative:

Using the guidance outlined in Part 3 of this RFP, provide a detailed narrative to describe whether the proposed solution will meet or exceed this project’s energy efficiency requirements (30% energy reduction using the ASHRAE Std 90.1-2010, Appendix G, Building Performance Rating Method, excluding receptacle and process loads). Provide the proposed percent energy reduction. Provide the assumptions the Offeror will use to obtain a high-performance building, which will comply with these energy reduction goals. Describe the Offeror’s proposed building with regards to building orientation, shape, envelope properties (SHGC, U-values), HVAC systems and controls, plumbing systems, electrical systems (power, lighting, lighting controls,

and daylighting), and renewable energy systems (if applicable). Organize/divide the assumptions into four areas; building orientation and configuration, building envelope, mechanical and plumbing systems, and electrical and renewable energy systems. If the Offeror cannot achieve the 30% reduction within the budget identified, the Offeror shall state what percent energy reduction is proposed within their proposal. Note: Building performance rating and percent energy reduction are calculated in terms of energy consumption rather than energy cost.

(1a) Whole Building Energy Simulation:

Provide a Whole Building Energy Simulation summary following the procedure outlined in LEED 2009, Credit EAc1 – Optimize Energy Performance, Option 1 – Whole Building Energy Simulation, except utilize the “Baseline Building Performance Rating” shown in the RFP, Part 6, to demonstrate the percentage improvement in the “Proposed Building Performance Rating”. Provide a completed Performance Rating Method Compliance Report, Table 3, page 279-283 in the LEED 2009 Reference guide for New Construction. Utilize the default simulation factors and energy rates included in the RFP, Part 6.

(2) Sustainability Narrative:

Using the guidance outlined in Part 3 of this RFP, provide a detailed narrative to describe the assumptions that the Offeror will use to obtain a high quality, robust, and maintainable facility. Organize/divide the narrative into four areas; building envelope, interior features and finishes, mechanical/plumbing systems, and electrical systems.

(b) Basis of Evaluation:

The Government will evaluate the Offeror’s response to the Energy and Sustainable Design Factor considering the proposed energy savings.

Energy Efficiency and Sustainability Narratives: The Government will evaluate the design features and assumptions that the Offeror will incorporate to provide a high performance and sustainable building. The Government will evaluate the Offeror’s proposed energy budget reduction relative to the energy efficiency goals identified in the RFP.

Whole Building Energy Simulation: The Government will evaluate the Whole Building Energy Simulation to determine the validity of the design assumptions, thoroughness of the Energy Simulation, and the percent improvement above the Government’s “Baseline Building Performance Rating”.

Technical Solutions may receive a higher rating by demonstrating:

- (1) Logical and realistic approaches to Energy Efficiency and Sustainability that exceed the requirements of the RFP.
- (2) An Energy Simulation that significantly exceeds the Government’s “Baseline Building Performance Rating”.

Factor 7 – Small Business Utilization

Factor 7 consists of two Subfactors, 7A, Past Performance in Utilization of Small Business Concerns, and 7B, Small Business Participation. The evaluation of Subfactors 7A and 7B are of equal importance to the determination of Factor 7 Rating.

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

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

Subfactor 7A, Past Performance in Utilization of Small Business Concerns

(a) Solicitation Submittal Requirements:

Proposals that do not include responses addressing ALL elements of the requirements stated below (1 through 4) must include an explanation why that element is not addressed.

- (1) Provide performance evaluation ratings (i.e., SF1420, DD2626, or equivalent) obtained on the implementation of small business subcontracting plans for all of the offeror’s projects referenced under Factor (3), Past Performance. Recently completed project evaluations are desired, however, in the absence of recently completed project evaluations, interim ratings for projects that are 80% complete may be considered. If more than five evaluation ratings are provided, only the first five will be considered. In addition, the Government may consider past performance information on other projects as made available to the Government from other sources (such as the Construction Contractor Appraisal Support Systems (CCASS)), Architect-Engineer Contract Administration Support System (ACASS) and Contractor Performance Assessment Reporting System (CPARS)).
- (2) Provide small business subcontracting history. Large businesses with Federal contracting experience shall provide final or current Subcontracting Report for Individual Contracts (SF294) or Individual Subcontracting Reports (ISR’s) on prime (only) contracts

referenced under Factor (3) Past Performance. If Factor 3 Past Performance submitted contracts are not prime contracts, submit SF294s or ISRs for contracts of similar scope performed as the prime contractor. If goals were not met on and submitted contracts, provide an explanation for each unmet goal is required. Large Businesses with no documented SF294/ISR history shall submit a subcontracting history on Attachment (E), Small Business Past Performance. If more than five (5) reports are provided only the first 5 reports will be considered, or Large Businesses with no prior SF294/ISR history shall submit a subcontracting history on Attachment E, Small Business Past Performance.

- (3) Small Business proposers shall provide a subcontracting history on Attachment E), Small Business Past Performance.
- (4) If an Offeror is utilizing past performance information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the solicitation), the proposal shall clearly demonstrate that the affiliates/subsidiaries/parent/LLC/LTD member companies will have meaningful participation of all members in the management of the subcontracting program/plan by identifying the personnel or resources from the member companies that will be dedicated to managing the plan, and an organization chart which demonstrates the reporting chain within the membership.

If the Offeror is a Joint Venture, Partnership LLC or other entity consisting of more than one entity, provide past performance information, elements 1 through 4, for each individual business entity (ies) that will be responsible for managing the subcontracting program/plan.

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

- (1) Provide information on national-level, and industry-issued awards that offerors received for outstanding support to SB concerns within the past five (5) years. Include purpose, issuer, and date of award(s). National and industry-issued awards received beyond five (5) years will not be considered.
- (2) Provide information on previous, existing, planned or pending mentor-protégé agreements (MPA) under any Federal Government, or other, program held within the last five years. Information should include, at a minimum, the members, objectives, period of performance, and major accomplishments during the MPA.
- (3) Provide information on past use of Community Rehabilitation Program (CRP) organizations certified under the AbilityOne Program by SourceAmerica or the National Industry for the Blind (NIB). Information should include the contract type, type of work performed, period of performance, and number of employed severely handicapped persons.

(b) Basis of Evaluation:

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

Subfactor 7B, Small Business Participation

(a) Solicitation Submittal Requirements:

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

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

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

(b) Basis of Evaluation:

The following will be evaluated on all proposals:

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

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

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

	FY2016
SB	66.94%
SDB	17.44%
WOSB	15.45%
HUBZone	9.03%
SDVOSB	3.06%

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

A copy of the blank forms to be used for Offeror submission of Small Business Utilization are provided as Attachments E, F, and G.

PRICE:

- (a) Solicitation Submittal Requirements:

The Offeror shall submit the following information:

In separate binder from Phase II technical factors, Offeror shall submit two copies of Price Proposal. Each copy of Price Proposal binder shall have the title “Price Proposal” clearly displayed on the cover page. In addition to the title on cover page, include Solicitation Number, Solicitation Title, Prime Contractor name, Address, Phone Number, Fax Number, DUNS number, CAGE Code, Main Point of Contact, POC’s phone Number, POC’s e-mail address.

Each copy of Price Proposal Binder shall contain the following information in the order listed:

- ... SF-1442, signed with all solicitation amendments acknowledged
- ... Copy of ORCA Representations and Certifications
- ... Bid Guarantee Bond in accordance with Provision NFAS 5252.228-9302-Bid Guarantee

If applicable, Offerors shall identify all items in the RFP that have been deleted or modified and the associated price adjustments included in the Price Proposal.

Items deleted or modified should also have been clearly identified and described in the appropriate technical factor submission of the Technical Proposal. Any pricing information shall not be included in the Technical Proposal.

(b) Basis of Evaluation:

(1) The Government will evaluate price based on the total price. Total price includes the basic requirements, and all option items, plus the calculation of mark-ups. The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (July 1990) in section 00100 of the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise the option(s). Price analysis will be performed by one or more of the following methods to ensure a fair and reasonable price:

- ... Comparison of proposed prices received in response to the RFP.
- ... Comparison of proposed prices with the IGCE.
- ... Comparison of proposed prices with available historical information.
- ... Comparison of market survey results.
- ... This project Design to Build Budget amount is \$22,360,000.

(END OF PHASE II EVALUATION FACTORS)

General Decision Number: VA150112 07/17/2015 VA112

Superseded General Decision Number: VA20140112

State: Virginia

Construction Type: Building

Counties: Manassas Park*, Manassas* and Prince William
Counties in Virginia.

*INDEPENDENT CITIES

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	03/06/2015
3	04/03/2015
4	05/08/2015
5	05/22/2015
6	06/26/2015
7	07/03/2015
8	07/17/2015

ASBE0024-012 10/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.13	13.76

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

ASBE0024-013 10/09/2013

	Rates	Fringes
ABATEMENT WORKER: ASBESTOS (Removal from Mechanical Systems).....	\$ 20.86	5.46

BOIL0045-004 10/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 32.36	27.62

BRDC0001-003 05/03/2015

	Rates	Fringes
BRICKLAYER.....	\$ 30.36	9.69

BRDC0001-004 05/03/2015

	Rates	Fringes
MASON - STONE.....	\$ 35.19	16.17

BRDC0001-005 05/03/2015

	Rates	Fringes
TILE FINISHER.....	\$ 21.96	9.50

BRDC0001-006 05/03/2015

	Rates	Fringes
TILE SETTER.....	\$ 26.75	10.68

 CARP0388-007 08/01/2010

	Rates	Fringes
CARPENTER (Including Drywall Hanging & Form Work).....	\$ 26.38	7.06

 ELEC0026-034 11/03/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 42.40	3%+13.70

HVAC Temperature Controls, Alarms on New Construction or
 wherever Alarm System is installed in conduit

 ELEC0026-038 09/01/2014

	Rates	Fringes
SOUND AND COMMUNICATION TECHNICIAN.....	\$ 27.05	8.58

Sound Technician, Low Voltage Wiring for Alarms does not
 include New Construction or Alarms installed in conduit

 ELEV0010-006 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 41.09	28.385+a+b

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

b. VACATIONS: Employer contributes 8% of basic hourly rate
 for 5 years or more of service; 6% of basic hourly rate for
 6 months to 5 years of service as vacation pay credit.

ENGI0077-022 05/01/2013

	Rates	Fringes
Power equipment operators:		
35 ton cranes & above;		
tower & climbing cranes.....	\$ 32.89	8.45+a
Bulldozer.....	\$ 31.65	8.45+a
Excavator; Cranes (All		
Other).....	\$ 32.40	8.45+a
Roller.....	\$ 24.68	8.45+a
Tower cranes and cranes		
100 ton and over.....	\$ 33.96	8.45+a

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:

Tower crane and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

IRON0005-008 06/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL AND		
STRUCTURAL.....	\$ 30.65	18.135

* LABO0011-001 06/01/2015

	Rates	Fringes
LABORER: Mason Tender -		
Cement/Concrete.....	\$ 22.63	7.31

PAIN0051-029 06/01/2014

	Rates	Fringes
GLAZIER		
\$2 million and Under.....	\$ 24.77	9.85

Over \$2 million.....\$ 28.61 9.85

PAIN0051-030 06/01/2014

Rates Fringes

PAINTER (Drywall
Finishing/Taping, Brush and
Roller, Spray).....\$ 24.89 9.05

PLUM0005-013 08/01/2014

Rates Fringes

PLUMBER.....\$ 38.92 16.35+a

a.PAID HOLIDAYS: New Year's Day, Martin Luther King's
Birthday, Memorial Day, Independence Day, Labor Day,
Veterans' Day, Thanksgiving Day and the day after
Thanksgiving and Christmas Day.

PLUM0602-003 08/01/2014

Rates Fringes

PIPEFITTER (Including HVAC
Pipe and System Installation)....\$ 38.24 19.42+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's
Birthday, Memorial Day, Independence Day, Labor Day,
Veterans' Day, Thanksgiving Day and the day after
Thanksgiving and Christmas Day.

ROOF0030-035 05/01/2015

Rates Fringes

ROOFER.....\$ 28.50 11.04

SFVA0669-005 04/01/2015

Rates Fringes

SPRINKLER FITTER (Fire
Sprinklers).....\$ 31.92 18.57

SHEE0100-003 07/01/2015

Rates Fringes

SHEET METAL WORKER (HVAC Duct
Installation Only).....\$ 39.79 16.77+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's
Birthday, Memorial Day, Independence Day, Labor Day,
Veterans Day, Thanksgiving Day and Christmas Day

SUVA2010-118 09/20/2010

Rates Fringes

BRICK POINTER/CAULKER/CLEANER....\$ 17.28 0.00

CEMENT MASON/CONCRETE FINISHER...\$ 16.00 0.00

LABORER: Common or General.....\$ 12.47 0.00

LABORER: Concrete Worker.....\$ 11.94 0.00

LABORER: Landscape.....\$ 10.64 0.00

LABORER: Mason Tender - Brick...\$ 10.90 2.35

LABORER: Pipelayer.....\$ 15.47 2.27

OPERATOR: Backhoe.....\$ 19.20 3.19

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....\$ 15.62 2.40

OPERATOR: Forklift.....\$ 17.93 7.28

OPERATOR: Loader.....\$ 20.17 3.22

OPERATOR: Mechanic.....\$ 18.23 1.59

SHEET METAL WORKER, Excludes

HVAC Duct Installation.....\$ 19.18 0.00
TRUCK DRIVER: Dump Truck.....\$ 13.25 1.80

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

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION

PRICE SCHEDULE

BID SCHEDULE
N40080-16-R-0151

Academic Instruction Facility, TECOM Schools
Marine Corps Base Quantico
Quantico, Virginia

ITEM	DESCRIPTION	PRICE
0001	<p>Basis of Bid for Item 0001 shall be the entire work complete in accordance with the RFP specifications and drawings, but not including work indicated or specified to be provided under any of the other bid items.</p> <p>Price for Item 0001</p>	<p>\$ _____</p>
0002 – Option 1	<p>Provide 4 additional IT networks in the facility. See RFP Part 3, Chapter 6, ESR D503001.1 for a description of work.</p> <p>Price for Item 0002</p>	<p>\$ _____</p>
0003 – Option 2	<p>Provide soil stabilization for all new pavement areas on the site. See RFP Part 3, Chapter 6, ESR G103006 and Part 3, Chapter 3, paragraph 3.2.1 for a description of work.</p> <p>Price for Item 0003</p>	<p>\$ _____</p>
0004 – Option 3	<p>Provide asphalt pavement section in lieu of aggregate pavement section for new parking and roadway areas. See RFP Part 3, Chapter 6, ESR G2010.1 and ESR G2020.1 for a description of work.</p> <p>Price for Item 0004</p>	<p>\$ _____</p>

0005 – Option 4

Provide mill and overlay 2” of asphalt pavement on Little, McCarthy, and Louis Roads to limits indicated on drawings in part six of this RFP. At the North corner of the intersection of Little and Geiger Roads, provide new asphalt pavement and storm drainage pipe and structures to increase the turning radius. See RFP Part 3, Chapter 6, ESR G201006 and RFP drawings in part 6 for a description of work.

Price for Item 0005 \$ _____

0006 – Option 5

Provide three terraced retaining walls in lieu of uniform slope from the Southern facing portion of the West side of the building. See RFP Part 3, Chapter 6, ESR G204008 for a description of work.

Price for Item 0006 \$ _____

0007 – Option 6

Provide marker boards for the facility. See RFP Part 3, Chapter 6, ESR C103003 and RRS for a description and locations of work.

Price for Item 0007 \$ _____

0008 – Option 7 FF&E HANDLING & ADMINISTRATIVE RATE (HAR)

- (1) Basis of the Bid for 0008, Furniture, Fixtures, and Equipment/ Collateral Equipment (FF&E) and Moveable Fitness Equipment
(See FF&E Note 1-5 Below).

(BUDGET ONLY) \$ 2,600,000

- (2) HANDLING & ADMINISTRATIVE

RATE (HAR)(NTE 5%) _____% X \$___ = \$

(3) TOTAL FF&E AMOUNT: (1) + (2) = (3) = \$ _____

Total Price for All Items 0002 – 0007: \$ _____

Total Price for All Items 0001 – 0008: \$ _____

General Notes:

- (1) Offeror shall provide a price for all items on the Price Schedule.
- (2) A firm fixed price is required for each item and no provision will be made for economic price adjustments.
- (3) The Design Build Budget is \$24,335,150 and is exclusive of any options.
- (4) The Offeror's price is valid for 60 days from the receipt of proposals.
- (5) It is noted that in addition to other requirements, the Base Bid also includes full design services for Base Bid items. Except for Item 0008 (see FF&E Note 3 below), design services are included in the scope (and cost) of all Additive Items.
- (6) 6. ADDITIVE ITEM(S): ADDITIVE ITEMS may be awarded at time of award or within 120 days of award. Each Item is "additive" in price. For each Item, Offeror must include on the bid schedule the cost, in addition to the cost of Items 0001, to perform each Item of work. A firm fixed price is required for the base bid and Items. No provision is made for economic price adjustment.

FF&E Notes:

- (1) 0008 Option Item: The total estimated budget amount for FF&E has been identified, to provide offerors with the projected magnitude of effort for FF&E. The FF&E Budget Amount is only an estimated amount. The contractor shall determine the final budget amount for the FF&E, during the post-award design phase of the FF&E.
- (2) Offerors shall propose a Handling and Administration Rate (HAR) for the FF&E not to exceed (NTE) 5%. The HAR fee should account for all administrative costs, overhead, bonding fees, administration of subcontracts, profit, and any other costs associated with and related to the coordination and processing of the procurement and installation of FF&E. The proposed HAR percentage will be incorporated into the contract/task order award and will not be adjusted regardless of fluctuations from the estimated budget amount for FF&E. The proposed HAR is a fixed rate. The dollar amount of the HAR will change based on the actual, final amount for the FF&E determined during the post-award design phase of the FF&E.
- (3) If awarded, line item (1) under 0008 option item will be funded separately after completion of the FF&E design review by the Government, acceptance of FF&E package by the Government, and receipt of appropriate funding by the Government. The design effort and

the development of the FF&E packages are performed by the Contractor under the Base Bid. See RFP, including (but not limited to) RFP Sections E20 (Parts 3 & 4) and Part 3 Room Data Sheets for requirements and details.

- (4) The Government is not obligated to award the FF&E Option. Should the Government choose to award the FF&E, the Option will be awarded as a negotiated Modification to the contract/task order. The contractor's proposed HAR will be applied to all vendor/supplier costs for the FF&E.
- (5) It is the contractor responsibility to purchase, deliver, and install the FF&E without impacting the overall completion date of the project. The contractor's schedule should assume the award of the FF&E as a modification. No schedule extensions will be granted.

ATTACHMENT A- PROJECT DATA SHE

ATTACHMENT A

CONSTRUCTION & DESIGN EXPERIENCE PROJECT DATA SHEET

Project No. (check one) : CON #1 CON #2 CON #3 CON #4 CON #5
 DESIGN #1 DESIGN #2 DESIGN #3 DESIGN #4 DESIGN #5

1. Experience for: Offeror Joint-Venture Other (Explain)

Firm Name:

Address:

Phone Number:

Point of Contact:

Contact Phone Number:

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

Percent of project work performed:

If subcontractor, who was prime (Name/Phone #):

3. Contract Number:

Delivery/Task Order Number:

Title:

Location:

4. Award Date (mm/dd/yy):

Completion Date (mm/dd/yy):

5. Type of work:

New Construction Renovation Repair Alteration Other (explain):

6. Type of Contract/Task Order: **(Check ALL that apply)**

Firm-Fixed Price Cost/Time and Material Other (explain):

Complete Block 7 for Construction Projects. Complete Block 8 for Design Projects.

7. Construction Project:

Award Amount:

Final Price:

Type of Contract/Task Order: **(Check ALL that apply)**

Design-Build Design-Bid-Build Delivery/Task Order (IDIQ) Other (explain):

If Design-Build, identify the Lead Design Firm: _____

8. Design Project:

A/E Design Fee:

Total Construction Value:

Type of Contract/Task Order: (**Check ALL that apply**)

- Design-Build RFP Development Designer of Record Engineering Services Full Plans & Specs
 Other (explain):

9. Provide a detailed description of the project and the relevancy to the project requirements of this RFP (i.e.: unique features, square footage, construction methods), including any sustainable features or USGBC LEED certifications. If design-build, include a description of the design-effort.

10. Provide a detailed description of what work your firm self-performed on this project:

ATTACHMENT B-PAST PERFORMANCE

ATTACHMENT B

1. The NAVFAC Form PPQ shall be utilized for all evaluations that require a Past Performance Questionnaire (PPQ).
2. Offerors should submit the PPQ with their offer. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Attachment A), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Kennett Morris via email at: myeshia.daniels@navy.mil prior to proposal closing date.

NAVFAC PAST PERFORMANCE QUESTIONNAIRE (Form PPQ)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information:

Firm Name:

Address:

Phone Number:

Point of Contact:

Contact Phone Number:

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

Percent of project work performed:

If subcontractor, who was prime (Name/Phone #):

3. Contract Information

Contract Number:

Delivery/Task Order Number (if applicable):

Title:

Location:

Award Date (mm/dd/yy):

Completion Date (mm/dd/yy):

Award Amount:

Final Price:

4. Project Description:

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name:

Title:

Phone Number:

Email Address:

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

7. Date Questionnaire was completed:

8. Client's Signature:

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

Revised 7 December 2011

TO BE COMPLETED BY CLIENT

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

E (EXCELLENT) – Performance meets contractual requirements and exceeds the Client's/Government's expectations. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

V (VERY GOOD) – Performance meets contractual requirements and exceeds some of the Client's/Government's expectations. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

S (SATISFACTORY) – Performance meets contractual requirements. The contractual performance of the element contains some minor problems for which corrective action taken by the contractor appear or were satisfactory.

M (MARGINAL) – Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

U (UNSATISFACTORY) – Performance does not meet most contractual requirements and/or recovery is not likely in a timely manner. The contractual performance of the element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

N (NOT APPLICABLE) – No past performance record is identifiable or the element is not applicable to this project.

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

1. Ability to meet quality standards specified for technical performance.	E V S M U N
2. Compliance with contractual terms and conditions.	E V S M U N
3. Compliance with contract delivery/completion schedules including any significant intermediate milestones.	E V S M U N
4. Quality/integrity of technical data/report preparation efforts.	E V S M U N
5. Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements.	E V S M U N
6. Effectiveness of overall contract management (including ability to effectively lead, manage and control the program).	E V S M U N
7. Effectiveness of on-site management, including management of subcontractors?	E V S M U N
8. Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports).	E V S M U N
9. Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	E V S M U N
10. Ability to successfully respond to emergency and/or surge situations.	E V S M U N

11. Effectiveness of material management.	E	V	S	M	U	N
12. Effectiveness of acquisition management.	E	V	S	M	U	N
13. Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	E	V	S	M	U	N
14. Contractor's management of their safety program.	E	V	S	M	U	N
15. Responsiveness regarding safety issues.	E	V	S	M	U	N
16. If this was a cost type contract, compliance with established budgets and avoidance of significant and/or unexplained variances (underruns or overruns).	E	V	S	M	U	N
17. If this is/was a Government cost type contract, the Contractor's timeliness in submitting monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.	E	V	S	M	U	N
18. If this is/was a Government cost type contract, the Contractor's accuracy regarding monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.	E	V	S	M	U	N
19. Ability to hire/apply a qualified workforce to this effort.	E	V	S	M	U	N
20. Ability to retain a qualified workforce on this effort	E	V	S	M	U	N
21. If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below.	Yes		No			
22. Have there been any indications that the contractor has had any financial problem? If yes, please explain below.	Yes		No			
23. In summary, provide an overall rating for the work performed by this contractor.	E	V	S	M	U	N

Any additional comments related to the contractor's performance:

ATTACHMENT C-PRE-PROPOSAL INQU

PRE-PROPOSAL INQUIRY

RFP: N40080-16-R-0151

PPI No.

SOLICITATION: N40080-16-R-0151 –P677 Academic Instruction Facility –TECOM Marine Corps Base Quantico, Quantico, VA

NOTE: ALL PRE-PROPOSAL INQUIRIES SHALL BE SUBMITTED BY E-MAIL, ON THIS FORM TO THE FOLLOWING E-MAIL ADDRESSES: myeshia.daniels@navy.mil and lindsay.nail@navy.mil

DATE OF PROPOSAL INQUIRY:

FROM FIRM:

POC:

ADDRESS:

PHONE NO.:

FAX/PHONE NO.:

E-MAIL ADDRESS:

PROPOSAL INQUIRY:

GOVERNMENT RESPONSE:

ATTACHMENT D

ATTACHMENT D

SMALL BUSINESS PAST PERFORMANCE

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

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

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

Name of customer reference for this project: _____
 Phone Number: _____ FAX Number: _____
 Email address: _____

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

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

Note: Form may be expanded.

ATTACHMENT E

SMALL BUSINESS SUBCONTRACTING PLAN (Template)

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

(TO BE SUBMITTED BY LARGE BUSINESSES)

(CONTRACTOR’S NAME)

(ADDRESS)

(Solicitation or Contract Number)

(Title of the Project and Location)

(Date Prepared)

Type of Report (Individual, Commercial, Master)

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

SUBCONTRACTING PLAN

The following, together with any attachments, is submitted as a Subcontracting Plan to satisfy the requirements of Federal Acquisition Regulations 19.704. The following goals are established for the Base Period and/or all Bid Items including all option periods. This contract does does not contain option periods. Use Attachment (1) for showing the breakdown of the base year and option periods. Percentages may be rounded to nearest tenth of a percent.

1. a. Total Contract Value \$ _____
(including options)
- b. Total Subcontracted \$ _____ % of 1.a
(inclusive of all planned subcontracting to all businesses, regardless of size)
- c. Total Prime-performed \$ _____ % of 1.a

2. The following dollars and percentage goals are applicable to the contract cited above. (See FAR 19.704(a)(1) and (2))

- a. Large Business (LB) \$ _____ % of 1.b

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

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

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

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

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

Attach supporting rationale for goals less than _____%.

Notes:

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

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

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

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

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

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

Revised 7 December 2011

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**SOURCE SELECTION SENSITIVE INFORMATION
DISCLOSURE LIMITATIONS AS OUTLINED IN FAR 2.101 & 3.104 APPLY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

k. Alaskan Native Corporations & Indian Tribes

\$ _____ % of 1.b.

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

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

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

Or list firm commitments below:

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

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

Or list firm commitments below:

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

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

Or list firm commitments below:

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

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

Or list firm commitments below:

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

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

Or list firm commitments below:

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

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

Or list firm commitments below:

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

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

Or list firm commitments below:

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

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

Or list firm commitments below:

Name of Firm

Products or Services

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

Or list firm commitments below:

Name of Firm

Products or Services

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

Or list firm commitments below:

Name of Firm

Products or Services

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

Or list firm commitments below:

Name of Firm

Products or Services

(ATTACH ADDITIONAL PAGES IF ADDITIONAL SPACE IS REQUIRED)

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

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

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

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

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

NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____ FAX NO.: _____

EMAIL: _____

TITLE: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Copy to:
Small Business Specialist
SBA PCR

ATTACHMENT F

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

(CONTRACTOR'S NAME)
 (ADDRESS)

Solicitation or Contract Number

(Title of the Project)
 (Location)

(Date Prepared)

SUBCONTRACTING BREAKDOWN – (Base Year and/or All Bid Items excluding Options)

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

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

b. Small Business (SB)

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

(1) SMALL DISADVANTAGED BUSINESSES: (SDB)

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

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

NAME OF COMPANY TYPE OF SERVICES \$ VALUE OF SUBCONTRACT

TOTAL: \$ _____

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

NAME OF COMPANY TYPE OF SERVICES \$ VALUE OF SUBCONTRACT

TOTAL: \$ _____

(4) VETERAN OWNED SMALL BUSINESS: (VOSB)

NAME OF COMPANY TYPE OF SERVICES \$ VALUE OF SUBCONTRACT

TOTAL: \$ _____

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

NAME OF COMPANY TYPE OF SERVICES \$ VALUE OF SUBCONTRACT

TOTAL: \$ _____

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

NAME OF C, U, OR MI TYPE OF SERVICES \$ VALUE OF SUBCONTRACT

TOTAL: \$ _____

(7) ABILITYONE PROGRAM (FORMERLY JWOD) - NISH

NAME OF COMPANY TYPE OF SERVICES \$ VALUE OF SUBCONTRACT

TOTAL: \$ _____

NOTES:

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

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

Line Item	<u>Base</u>	<u>Option 1</u>	<u>Option 2</u>	<u>TOTAL</u>
<i>DOLLARS</i>				
Total dollar value of this contract.	\$ _____	\$ _____	\$ _____	\$ _____
Total Subcontracted	\$ _____	\$ _____	\$ _____	\$ _____
Large Business	\$ _____	\$ _____	\$ _____	\$ _____
Small Business	\$ _____	\$ _____	\$ _____	\$ _____
SDB	\$ _____	\$ _____	\$ _____	\$ _____
WOSB	\$ _____	\$ _____	\$ _____	\$ _____
HUBZone SB	\$ _____	\$ _____	\$ _____	\$ _____
VOSB	\$ _____	\$ _____	\$ _____	\$ _____
SDVOSB	\$ _____	\$ _____	\$ _____	\$ _____
HBCU/MI	\$ _____	\$ _____	\$ _____	\$ _____
ABILITYONE - NISH	\$ _____	\$ _____	\$ _____	\$ _____
<i>PERCENTAGES</i>				
*Large Business	_____ %	_____ %	_____ %	_____ %
*Small Business	_____ %	_____ %	_____ %	_____ %
*SDB	_____ %	_____ %	_____ %	_____ %
*WOSB	_____ %	_____ %	_____ %	_____ %
*HUBZone SB	_____ %	_____ %	_____ %	_____ %
*VOSB	_____ %	_____ %	_____ %	_____ %
*SDVOSB	_____ %	_____ %	_____ %	_____ %
*HBCU/MI	_____ %	_____ %	_____ %	_____ %
*ABILITYONE-NISH	_____ %	_____ %	_____ %	_____ %
*% of total dollars subcontracted				

CLAUSES INCORPORATED BY REFERENCE

- 52.211-14 Notice Of Priority Rating For National Defense, Emergency Preparedness, and Energy Program Use APR 2008
- 52.217-4 Evaluation Of Options Exercised At The Time Of Contract Award JUN 1988

52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.225-10	Notice of Buy American Requirement--Construction Materials	MAY 2014
52.225-22	Notice of Required Use of American Iron, Steel, and Manufactured Goods--Buy American Statute--Construction Materials	MAY 2014
52.228-1	Bid Guarantee	SEP 1996
52.236-27	Site Visit (Construction)	FEB 1995
52.236-27 Alt I	Site Visit (Construction) (Feb 1995) - Alternate I	FEB 1995
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

“In writing 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 revision, of proposals.

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Government.

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(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: Lindsay Naill) by obtaining written and dated acknowledgment of receipt from 1314 Harwood Street SE, 1st Floor Mailroom, Washington Navy Yard, DC 20374.

(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)

52.228-9302 Bid Guarantee.**BID GUARANTEE (JAN 1996)**

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

ALTERNATE I – As prescribed in 28.101(a)(2), for indefinite quantity and JOC contracts, substitute "...largest amount for which award can be made...." in the basic provision with "...price payable for the contract guaranteed minimum".

ALTERNATE II – As prescribed in 28.101(a)(3), for combination firm fixed-price/indefinite quantity facility support service contracts where the firm fixed-price portion constitutes the guaranteed minimum, substitute "... largest amount for which award can be made" in the basic provision with either "...the firm fixed-price portion of the contract. If the firm fixed-price portion and a minimum amount of the indefinite quantity portion will constitute the guaranteed minimum, substitute "...largest amount for which award can be made" for "...the firm fixed-price portion and the guaranteed minimum amount of the Indefinite Quantity portion of the contract."

ALTERNATE III - As prescribed in 28.101(a)(4), for requirements solicitations, replace "...largest amount for which award can be made..." in the basic provision with "...price payable for the estimated quantity".

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-6	Data Universal Numbering System Number	JUL 2013
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	DEC 2014
52.209-5	Certification Regarding Responsibility Matters	APR 2010
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.222-33	Notice of Requirement for Project labor Agreement	MAY 2010
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
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

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(End of clause)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

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

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

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

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

() Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

(vii) 52.214-14, 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 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	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
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-1	Approval of Contract	DEC 1989
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.207-3	Right of First Refusal of Employment	MAY 2006
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
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.210-1	Market Research	APR 2011
52.211-10 Alt I	Commencement, Prosecution, and Completion of Work (Apr 1984) - Alternate I	APR 1984
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.216-7 Alt I	Allowable Cost and Payment (Jun 2013) - Alternate I	FEB 1997
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
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
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-26	Equal Opportunity	APR 2015
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-34	Project Labor Agreement	MAY 2010
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
52.223-6	Drug-Free Workplace	MAY 2001
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-9	Buy American--Construction Materials	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.227-14	Rights in Data--General	MAY 2014
52.227-17	Rights In Data-Special Works	DEC 2007
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
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
52.232-5	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
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	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
52.236-15	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
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-4	Payment by Government to Contractor	APR 1984
52.237-5	Payment by Contractor to Government	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.244-2	Subcontracts	OCT 2010
52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	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
52.249-2 Alt III	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate III	SEP 1996
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)	APR 2012
52.249-3 Alt I	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	JAN 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
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
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7007	Additive or Deductive Items	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.246-7001	Warranty Of Data	MAR 2014
252.246-7001 Alt II	Warranty Of Data (Mar 2014) - Alternate II	MAR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (NOV 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(End of clause)

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

The Contractor shall be required to (a) commence work under this contract within **15** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **630. calendar days** * The time stated for completion shall include final cleanup of the premises.

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

(End of clause)

52.211-12 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 \$12,450.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.243-4 CHANGES (JUN 2007)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished property or services; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/>

(End of clause)

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clause)

5252.201-9300 Contracting Officer Authority (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of 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)

5252.209-9300 Organizational Conflicts of Interest.**ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)**

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

(End of clause)

ALTERNATE I (JUN 1994). As prescribed in 9.507-2(b), add the following paragraphs to the basic clause:

(b) Some remedial action may be performed by the architect-engineer firm in order to prevent continued contamination that immediately endangers population or property.

(c) The Contractor shall provide a statement with his bid or proposal which concisely describes all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information prior to award. If a potential conflict is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. The disclosure shall include a description of action which the Contractor proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the conflict of interest.

(d) In addition, the Contractor shall notify the Contracting Officer, in writing, of its intention to compete for, or accept the award of any contract for similar or related work for any Department of Defense, other Agency of the federal government, or state regulatory agency which may involve Navy sites. Such notification shall be made before the Contractor either competes for or accepts any such contract.

(e) Remedies: The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organization conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(f) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (f). (End of clause)

5252.228-9300 Individual Surety/Sureties.

INDIVIDUAL SURETY/SURETIES (JUN 1994)

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

(a) Equity Securities (Stock):

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

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

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

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

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

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

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

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

(c) Real Property Interests:

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

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

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

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

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

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

(d) Persons Proposed as Individual Sureties:

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

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

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

5252.228-9305 Notice of Bonding Requirements.

NOTICE OF BONDING REQUIREMENTS (DEC 2000)

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

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

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

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

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run 630 days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed. (End of clause)

ALTERNATE I – As prescribed in 28.102-3-100(b), for indefinite quantity solicitations, substitute "contract price" in the basic provision with "the price payable for the contract guaranteed minimum".

ALTERNATE II – As prescribed in 28.102-3-100(c), for combination firm fixed-price/indefinite quantity solicitations where the firm fixed-price portion constitutes the guaranteed minimum, replace "contract price" in the basic provision with "the price payable for the firm fixed-price portion". Where the firm fixed-price portion and a percentage of the indefinite quantity portion will constitute the guaranteed minimum, substitute "contract price" in the basic provision with "the price payable for the firm fixed-price portion and the guaranteed minimum amount of the IQ portion".

ALTERNATE III - As prescribed in 28.102-3-100(d), for requirements solicitations, substitute "contract price" in the basic provision with "the price payable for the estimated quantity".

5252.236-9301 Special Working Conditions and Entry to Work Area.

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.
- (c) Operational Considerations. To reduce delay time while preserving required security, the following points should be considered in operational planning:
 - (1) Vehicle Search. Security regulations required that all vehicles, when authorized to enter the Limited Area be thoroughly searched by guard force personnel. Such a search will be required for all vehicle/ construction equipment. Accordingly, once a vehicle or unit of construction equipment has been cleared, it may be left in the Limited Area after initial entry has been made. For the period of time authorized the vehicle/equipment left in the Limited Area will be assigned parking areas by the Contracting Officer. The vehicle/equipment must be secured as specified in paragraph entitled "SECURITY REQUIREMENTS." The intent is to reduce the Contractor loss of time at the security gate. No private vehicles will be allowed to enter the Limited Area.
 - (2) Delivery Vehicles. Vehicles delivering construction materials will be inspected by guard 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)

5252.236-9301 Accident Prevention

ACCIDENT PREVENTION (NOV 1998)

- (a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupation disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.
- (b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.
- (c) Prior to commencement of the work, the Contractor may be required to:
- (1) submit in writing his proposals for effectuating provision for accident prevention;
 - (2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understanding relative to administration of the overall safety program. (End of Clause).

5252.228-9305 **Utilities For Construction and Testing.**

UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)

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

5252.228-9306 **Availability of Utilities.**

AVAILABILITY OF UTILITIES (JUN 1994)

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

Electric - Water - Compressed Air

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

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

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

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

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

i. Record Drawings

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. Variation 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).

ALTERNATE I (JUN 1994). As prescribed in 36.5100(f)(2), when as-built drawings are not required, substitute the following paragraph for the basic clause:

Record drawings will not be required. (End of Clause).

5252.242-9300 Government representatives.

GOVERNMENT REPRESENTATIVES (OCT 1996)

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

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

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

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

5252.228-9307 Pre-Performance Conference.

PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within 7 days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work. (End of clause)

5252.242-9305 Limited Assumption of Risk By Government.

LIMITED ASSUMPTION OF RISK BY GOVERNMENT (JUN 1994)

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

5253 The Contractor represents that the contract price does not include the cost of insurance, nor any provision for a reserve, covering the risk assumed by the Government under this paragraph. The Government assumes the risk of loss or damage to such Government-owned property (including expenses incidental to such loss or damage) which results directly or indirectly from the explosion of Government-owned or controlled munitions (including, without limitations, ammunition, bombs, powder, dynamite and other explosives), whether or not caused by negligence, except that the Government does not assume at any time the risk of, and the Contractor shall be responsible for, such loss or damage (1) which is in fact covered by insurance or for which Contractor is otherwise reimbursed, or (2) which results from disregard of proper instructions of the Contracting Officer, on the part of any of the Contractor's directors, officers or any other representatives having supervision or direction of all or substantially all the Contractor's operations under this contract.

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

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

Section 00800 - Special Contract Requirements