

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N40085-14-R-5203	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 04-Sep-2014	PAGE OF PAGES 1 OF 41
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. ACQR3248182	6. PROJECT NO.
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7. ISSUED BY NAVFAC MID ATLANTIC NORTHEAST IPT 9742 MARYLAND AVENUE BLDG Z-144 NORFOLK VA 23511 TEL: _____ FAX: _____	CODE N40085	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 MICHAEL GREENE	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (757) 341-0082
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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):*

Design Bid Build (DBB) Construction Project for Navy Exchange Service Command (NEX) " NEX Main Store Renovation and Expansion" in support of Naval Submarine Base, New London in Groton, CT. Unrestricted Full and Open, Contracting by Negotiation, Firm Fixed Price, Source Selection Process is Low est Price Technically Acceptable (LPTA).

PROPOSALS ARE DUE AT 2:00PM EST 17 October 2014. Requests for Information (RFIs) must be submitted no later than 2:00 PM EST 07 October 2014. FAX OR EMAIL OF PROPOSALS, ACKNOWLEDGEMENT OF AMENDMENTS, OR MODIFICATIONS TO PROPOSALS WILL NOT BE ACCEPTED. Express mail Proposals to: NAVFAC Mid-Atlantic, NE IPT, ATTN: Michael Greene, Building Z-144, 2nd Floor, Room 214, 9742 Maryland Avenue, Norfolk, VA 23511.

MAGNITUDE OF CONSTRUCTION IS BETWEEN \$5,000,000 AND \$10,000,000.

NSB New London will not pre-screen via email (One Day Pass) individuals. Attendees who fail to arrive with sufficient time (minimum two hours) to be processed will not be accommodated.

OFFERORS ARE ADVISED THAT FUNDING MAY NOT BECOME AVAILABLE. IF FUNDS ARE NOT AVAILABLE, NO AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERORS WILL NOT BE REIMBURSED FOR ANY EFFORT OR PROPOSAL COSTS RESULTING FROM THIS SOLICITATION.

11. The Contractor shall begin performance within 15 calendar days and complete it within 555 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 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 6 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 17 Oct 2014 (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 00100 - Bidding Schedule/Instructions to Bidders

BIDDING SCHEDULE

BIDDING SCHEDULE

Item 0001: Base Bid

Basis of Bid for Item 0001 shall be the Total Amount for Item 0001 in accordance with the drawings and specifications titled BLDG. 484 – NEX MAIN STORE EXPANSION & RENOVATION, but not including the work indicated or specified to be provided under any other Bid Item.

Total Amount for Item 0001: Base Bid \$ _____

The performance period (includes time for bond approval) for the work required by Base Bid Item 0001 shall be 555 calendar days from date of award.

Item 0002: Option 1

Basis of Bid for Item 0002 shall be the Total Amount for Item 0002 in accordance with the drawings and specifications, but not including the work indicated or specified to be provided under any other Bid Item.

Replace Existing 2nd Floor Retail Lighting:

Remove all existing light fixtures and associated wiring back to source, and provide and install new fixtures, wiring, panels, and associated lighting controls, in accordance with the design; at the following rooms: Lobby (202), Furniture (217), Sales Area (218), Fitting Room (227), Shoe Storage (228), Fitting Room (233), Fitting Room (235), Uniform Shop (236), Tailor (237), Fitting Room (238), and Fitting Room (240).

Total Amount for Item 0002: Option 1 \$ _____

Item 0003: Option 2

Basis of Bid for Item 0003 shall be the Total Amount for Item 0003 in accordance with the drawings and specifications, but not including the work indicated or specified to be provided under any other Bid Item.

Replace Existing Exterior Lighting:

Remove all existing exterior light fixtures under the existing glass canopies located on the south side of the building, and provide and install all new exterior light fixtures located under the glass canopies in accordance with the design.

Total Amount for Item 0003: Option 2 \$ _____

Item 0004: Option 3

Basis of Bid for Item 0004 shall be the Total Amount for Item 0004 in accordance with the drawings and specifications, but not including the work indicated or specified to be provided under any other Bid Item.

Replace Existing Escalators:

Remove existing escalators completely, and portions of existing First Floor slab and concrete escalator pit walls and slab, including excavation needed to accommodate the new escalator pit; and provide and install new escalators, concrete escalator pit and portion of concrete floor slab, in accordance with the design..

Total Amount for Item 0004: Option 3 \$ _____

Item 0005: Option 4

Basis of Bid for Item 0005 shall be the Total Amount for Item 0005 in accordance with the drawings and

specifications, but not including the work indicated or specified to be provided under any other Bid Item.

Exterior Building Signage:

Provide and install (2) two new NEX building signs, in accordance with the design.

Total Amount for Item 0005: Option 4 \$ _____

Item 0006: Option 5

Basis of Bid for Item 0006 shall be the Total Amount for Item 0006 in accordance with the drawings and specifications, but not including the work indicated or specified to be provided under any other Bid Item.

Administrative Area Floor, Wall, and Ceiling Finishes:

Remove existing floor finishes, existing wall base, existing acoustical ceiling tile and grid, and prepare existing gypsum board wall and ceilings to receive new finishes; and provide and install new floor, wall, wall base, and ceiling finishes, in accordance with the design; at the following rooms: Office (206), Office (207), Office (208), Closet (209), Office (210), Office (211), Office (212), Conference (213), Counting (214), Cashier (215), and Cash (216).

Total Amount for Item 0006: Option 5 \$ _____

Item 0007: Option 6

Basis of Bid for Item 0005 shall be the Total Amount for Item 0005 in accordance with the drawings and specifications, but not including the work indicated or specified to be provided under any other Bid Item.

Exterior Monument Signage:

Provide and install (1) one new NEX monument sign, in accordance with the design.

Total Amount for Item 0005: Option 6 \$ _____

Bid Summary

Total Item 0001: Base Bid.....\$ _____

Total Item 0002: Option 1.....\$ _____

Total Item 0003: Option 2.....\$ _____

Total Item 0004: Option 3.....\$ _____

Total Item 0005: Option 4.....\$ _____

Total Item 0006: Option 5.....\$ _____

Total Item 0007: Option 6.....\$ _____

Grand Total:\$ _____

1.2 BID NOTES

1.2.1 The Bid Options included in the solicitation are capable of being exercised at the discretion of the

Government if funding is available. All work can be performed concurrently (i.e., work on the base bid and any option exercised is expected to be performed at the same time).

- 1.2.2 Bid Options may be exercised at the time of contract award or within 365 days after contract award. No adjustment will be made to the contract completion time and the CCD shall remain the same for all work required; that is the CCD shall be 555 days after award.
- 1.2.3 A firm fixed price is required for all the options and contract line items. No provision is made for economic price adjustment. The Government intends to evaluate all options and has included the provision of FAR 52.217-5, Evaluation of Options (JUL 1990) in Section 00010 of the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise option(s).
- 1.2.4 The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.
- 1.2.5 In the event there is a difference between a unit price and extended total, the unit price will be held to be the intended bid. If the bidder shows only the total price but fails to enter a unit price, the total divided by the estimated quantity will be held to be the intended unit price.
- 1.2.6 This solicitation contains provision 5252.228.9302 Bid-Guarantee Clause and 5252.228-9305. Offerors shall provide bonding as specified within these provisions/clauses.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. SUMMARY: The following paragraphs are supplemental instructions to bidders to be used in conjunction with the remaining sections.
2. PRIMARY POINT OF CONTACT: The point of contact for this project is Michael Greene at michael.greene2@navy.mil or (757) 341-0082. Forward any Request for Information (RFIs) regarding this project in writing to Michael Greene at Michael.greene2@navy.mil. SECONDARY POINT OF CONTRACT: Lynn Lovejoy at Lynnlovejoy@navy.mil or (757) 341-1982.
3. CHANGES TO SOLICITATION: ALL DOCUMENTS (Amendments) ASSOCIATED WITH THIS REQUEST FOR PROPOSAL (RFP) WILL BE POSTED TO THE NAVY ELECTRONIC COMMERCE ONLINE WEBSITE AT WWW.NECO.NAVY.MIL. POTENTIAL OFFERORS WILL NOT BE CONTACTED REGARDING ANY CHANGES POSTED.
4. EXPLANATION TO PROSPECTIVE OFFERORS: Offerors may request an explanation or interpretation of the RFP, drawings, and specification via E-mail to the POC Michael Greene at michael.greene2@navy.mil with inquiries attached as a word document. All drawings, specifications and amendments shall be posted to the Navy Electronic Commerce Online (NECO) website at www.neco.navy.mil.

ALL REQUESTS FOR INFORMATION (RFI) MUST BE SUBMITTED NO LATER THAN **07 October 2014**. NO RFI'S WILL BE ACCEPTED AFTER 2 PM ON THE DEADLINE HEREIN. Include the solicitation number and contract title (NEX Renovations) in the subject line of the E-mail. Provide the Company's full name and address within the body of the message and submit as an attachment word formatted file.

5. MINIMUM INSURANCE REQUIREMENTS: The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance coverage:
 - A. Comprehensive General Liability: \$500,000 per occurrence.
 - B. Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage.
 - C. Workmen's Compensation: As required by Federal and State workers' compensation and occupational disease laws.
 - D. Employer's Liability Coverage: \$100,000 except in states where workers compensation may not be written by private carriers.
 - E. Others as required by the applicable state:
 - (c). Prior to commencement of work, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by laws of the state in which this contract is to be performed, and in no event less than thirty (30) days after written notice thereof to the Contracting Officer. **The Contractor agrees to insert the substance of this clause, including this paragraph (c), in all subcontracts hereunder.**
 - (d). CANCELLATION LANGUAGE: The cancellation language must state, "Any cancellation or any change in the limits of liability shall not be effective (1) for such period as the laws of the state in

which this contract is to be performed prescribe or (2) until 30 days after the insurer gives written notice to the Contracting Officer, whichever period is longer." Wording such as "will endeavor to mail notice" or "failure to mail such notice shall impose no obligation or liability" does not comply with the contract requirements and therefore are not acceptable.

6. DELIVERY OF PROPOSAL: "Instructions to Bidders" and Standard Form 1442, "Solicitations, Offer and Award" shall be observed in the preparation of bids. Bidders shall affix their names and return addresses in the upper left corner of the bid envelope. Envelopes containing bids must be sealed. The outermost envelope or wrapper of all bid packages should clearly identify the solicitation number and the date and time of bid opening.

Express deliver or hand carried to:

NAVFAC Mid-Atlantic
Attn: Michael Greene
NEIPT Building Z144, 2nd Floor
9742 Maryland Ave
Norfolk, VA. 23511

7. NAVY COMMERCIAL ACCESS CONTROL SYSTEM (NCACS):

Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control System (NCACS), a standardized process for granting unescorted access privileges to vendors, contractors, suppliers and service providers not otherwise entitled to the issuance of a Common Access Card (CAC) who seek access to and can provide justification to enter Navy installations and facilities. Visiting vendors may obtain daily passes directly from the individual Navy installations by submitting identification credentials for verification and undergoing a criminal screening/ background check. Alternatively, if the vendor so chooses, it may voluntarily elect to obtain long-term credentials through enrollment, registration, background vetting, screening, issuance of credentials, and electronic validation of credentials at its own cost through a designated independent contractor NCACS service provider. Credentials will be issued every five years and access privileges will be reviewed and renewed on an annual basis.

8. DESCRIPTION OF WORK:

The Contractor shall provide all labor, supervision, engineering, design, materials, equipment, tools, parts, supplies, and transportation, to perform all of the services described in the plans and specifications. This project specifically supports Navy Exchange Service Command (NEXCOM) mission. The existing NEX and Commissary is located in a combined two story 125,000SF facility known as Building 484 at NSB New London, CT. The NEX occupies the entire second floor and a portion of the first floor, a total of 79,000SF. The Defense Commissary Agency (DeCA) occupies the majority of the first floor, a total of 46,000SF.

Project scope includes selective interior demolition of the current space to "white box" space suitable for reuse as NEX retail area for hardline goods. Demolition includes but not limited to: remove existing patron bathrooms, remove suspended ceiling and lighting, remove electric wiring back to panel boxes, remove interior finishes, remove chill boxes and refrigeration equipment, remove conveyor and enclose, demo walls in warehouse, remove hazardous materials including asbestos abatement and any other demolition required to accomplish the interior renovations of the building. Other improvements includes HVAC repairs, roof repairs, electrical repairs, fire protection system improvements to meet code, lighting, flooring, ceiling tile, fill conduit trench, repair doors and windows, reach-in refrigeration, walk-in beer cooler, install new bathrooms and other similar renovation upgrades.

Furniture, fixtures and equipment (FF&E) are included in the project scope of work. NEX will obtain the funding and execute the procurement of the FF&E. Coordination and installation requirements of FF&E will be addressed in the construction bid documents.

9. SITE VISIT

Government Point of Contact is James Besse (860) 694-4570 or email james.besse@navy.mil.

The site visit will meet 17 September 2014 at 9:00 am EST, outside of the Old Commissary, Building 484 on Grayback Avenue. If the visitor does not have a valid Rapid Gate pass for this installation, they can request a one day pass at the Security office (two forms of ID is required). This will inform Security to begin the background investigation. This process will take up to 2 hours to complete; therefore, arrive early. The background check is good for 90 days.

Naval Submarine Base New London in Groton, CT will not pre-screen via email (One Day Pass) individuals. Attendees who fail to arrive with sufficient time to be processed will not be accommodated.

BASIS FOR AWARD

A. BASIS FOR AWARD

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the lowest priced, technically acceptable offer.

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

3. The LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.

4. Proposals will initially be screened for price and placed in order of price (lowest price to highest price). The Navy will then evaluate the technical factors of the three (3) lowest priced proposals. The Navy will make award to the lowest price technically acceptable proposal from among the three lowest priced proposals. However the Navy, at its sole discretion, reserves the right to increase the number of proposals it will review under this methodology. Accordingly, under this methodology, the technical factors of some proposals may not be evaluated by the Navy. If discussions are deemed necessary by the Contracting Officer, all proposals will be evaluated (both technical and price) for the purpose of establishing a competitive range.

5. An overall non-price factors rating must be at least "ACCEPTABLE" in order to be eligible for award. An "UNACCEPTABLE" rating in any factor results in the overall non-price factors proposal being rated "UNACCEPTABLE" unless corrected through discussions. An overall non-price factors rating of "UNACCEPTABLE" makes a proposal ineligible for award.

B. SAFETY EVALUATION

1. Per NFAS 15.304(d), solicitations utilizing source selection procedures for procurements within the 50 United States and the District of Columbia shall contain a standard "Safety" technical evaluation factor. This factor shall be included as a stand-alone evaluation factor and not as a sub-factor or an element of the Past Performance evaluation factor. This action will result in the selection of contractors that have consistently demonstrated a commitment to safety and the ability to properly manage and implement safety procedures for themselves and all tiers of subcontractors under their purview.

2. The safety evaluation has three elements: Experience Modification Rate (EMR), Occupational Safety and Health Association (OSHA) Days Away from Work, Job Restriction, or Transfer (DART), and Technical Approach to Safety.

3. The three elements of safety, as listed above, are not sub-factors. The evaluators should collectively consider all elements of safety when assigning an overall adjectival rating for this factor. The SSEB will need to make a qualitative determination of the rating for this factor, taking into account the risk ratings for EMR and DART and the subjective evaluation of the narrative.

4. Evaluators will not average the rating from the three 2011, 2012 and 2013 years for the EMR and the DART.

C. ADJECTIVAL RATINGS/DESCRIPTIONS

Each offeror’s technical factors and past performance will be evaluated separately. Upon the conclusion of the evaluation of the technical factors, and past performance, an overall non-price factors rating of Acceptable (A) or Unacceptable (U) will be assigned to each offeror’s non-price factors proposal.

1. The following adjectival ratings and rating descriptions will be used to assign a rating to each technical factor. Use upper case letter ratings for major technical factor ratings. The addition of plus (+) or minus (-) to an adjective rating is not allowed.

Table A-1. Technical Acceptable/Unacceptable Ratings	
Rating	Description
Acceptable (A)	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable (U)	Proposal does not clearly meet the minimum requirements of the solicitation.

The weaknesses and/or deficiencies (as defined below) of each proposal for each non-price evaluation factor which influenced the assigned adjectival rating shall be identified.

Definitions	
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance.
Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

2. PAST PERFORMANCE EVALUATION

Past Performance shall be evaluated when using the LPTA process, unless waived by the PCO in accordance with FAR 15.101-2(b). Past performance will be rated on an “acceptable” or “unacceptable” basis using the ratings in the following table:

Table A-2. Past Performance Evaluation Ratings	
Rating	Description
Acceptable (A)	Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown. (See note below.)
Unacceptable (U)	Based on the offeror’s performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned,

the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability “unknown” shall be considered “acceptable.”

(a) Aspects of Past Performance Evaluation. The past performance evaluation results is an assessment of the offeror’s probability of meeting the minimum past performance solicitation requirements. This assessment is based on the offeror’s record of relevant and recent past performance information that pertain to the products and/or services outlined in the solicitation requirements. There are two aspects of the past performance evaluation.

(1) The first is to evaluate whether the offeror’s present/past performance is relevant or not relevant to the effort to be acquired. The criterion to establish what is relevant is unique to each LPTA source selection. Projects submitted for the Offeror shall be completed within the past **five (5) years** of the date of issuance of this RFP.

(2) The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror’s past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts.

(b) SSEB members will review past performance information to determine the quality and usefulness as it applies to the performance confidence assessment.

D. EVALUATION FACTORS FOR AWARD

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

- Factor 1 – Corporate Experience
- Factor 2 – Technical Approach and Schedule
- Factor 3 – Safety
- Factor 4 – Past Performance

“The distinction between corporate experience and past performance is corporate experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.”

Price Factor

2. Basis of Evaluation and Submittal Requirements for Each Factor.

(a) Price Factor:

(1). Solicitation Submittal Requirements: Price shall be submitted on the Bidding Schedule included in the solicitation. Offeror shall submit one marked “Original”, and one copy each in a separate package (binder) with the following characteristics:

- ... Text pages 8 ½ x 11 format, minimum 10 point font.
- ... Completed SF 1442 signed with all amendments acknowledged.
- ... Bidding Schedule Form.
- ... Copy of Online Representation and Certifications Application (ORCA) and proof of registration in System for Award Management (SAM)
- ... Confirmation of filing Veterans’ Employment and Training (VETS) VETS100 and/or VETS100A report for the 2013 filing cycle.
- ... Bid Guarantee in accordance with FAR Clause 52.228-1 Bid Guarantee. Amount shall be at least 20 percent of the bid price but shall not exceed \$3 million
- ... Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact,

phone number, and email address.

(2). Basis of Evaluation: The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in the solicitation. In accordance with FAR 52.217-5, Evaluation of Options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

(b) Non-Cost/Price Technical Factors:

- (1) Basis of Evaluation and Submittal Requirements for Non-Cost/Price Factor: General Submittal Requirements for Non-Price Binders: Offeror shall submit one (1), marked "Original" and six (6) copies, each in a separate three-ring binder with following characteristics:
- ... Text pages 8 ½ x 11 format minimum 10 point font, drawings 11x17 inches.
 - ... A cover page with Contract Number, Contract Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact, their phone and email address.
 - ... A complete electronic copy of the technical proposal as a single .pdf file on a CD-ROM (include with the Original non-price submission).

Factor 1 Corporate Experience:

Solicitation Submittal Requirements: Submit a minimum of two (2) to a maximum of five (5) facilities construction, renovations or repair projects that best demonstrate your experience on relevant projects that are similar in size, scope and complexity to the RFP. For the purpose of this evaluation, a relevant project is further defined as:

Size: Projects are valued at **\$5 million** or greater.

Scope /Complexity: Relevant projects include Sequenced/Phased Renovation of a retail facility of at least 50,000 SF that remained open for business throughout construction. Projects that only include civil site work will NOT be considered relevant. Projects submitted for the Offeror shall be 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 shall not be submitted as a project; rather Offerors shall submit the work performed under a task order as a project.

Use of the attached Construction & Design Experience Project Data Sheet (Attachment D) is **MANDATORY** and **SHALL** be used to submit project information. 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).

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 the Joint Venture members. Offerors who fail to submit experience for all Joint Venture partners may be rated lower. **Offerors are still limited to a total of five (5) projects combined.**

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.

Basis of Evaluation: The offeror will be evaluated to determine if they have demonstrated relevant experience with projects similar in size and scope/complexity to the RFP (as set out herein above). In terms of rating acceptable projects will be reviewed for size, scope/complexity and deemed “**Unacceptable or Acceptable**”. The standard will have been met when an offeror has demonstrated relevant experience as described above. Projects which do not contain relevant experience will not be evaluated and assigned a rating of “Unacceptable”. Projects which are outside of the specified **five (5) year** period will not be evaluated and assigned a rating of “Unacceptable”. Projects not valued at **\$5 million** or greater are considered Unacceptable. Proposals that fail to use the attached Corporate Experience Form will not be evaluated. The standard will be met when an offeror submits a minimum of two relevant projects; such offers will be considered **ACCEPTABLE** for this factor. Offerors that fail to submit at least two relevant projects, as defined above, will be considered **UNACCEPTABLE**.

Factor 2 Technical Approach and Schedule:

Solicitation Submittal Requirements: Provide a narrative description of your approach to managing the subject project to ensure adherence to schedule and construction phasing as required in this solicitation. The narrative shall be limited to five (5) pages. The narrative shall demonstrate an understanding of the scope and schedule. Provide a detailed construction schedule that illustrates your ability to achieve or improve on the requirements of the RFP. Identify the overall completion time for this project in accordance with the RFP as well as interim completion times for sequences as required to complete the construction. The schedule should indicate the time and length of the building shut-downs and any deviations from what is proposed in the RFP.

The schedule should demonstrate an understanding of the work (including shop drawing submittals and reviews) and a logical sequence of events to accomplish the scope of work as defined in the RFP. The schedule shall be submitted on 11” x 17” paper and shall contain enough information to identify all the major milestones and items indicated above. NOTE: If you cannot improve upon the schedule, your proposal must AT LEAST comply with the required contract duration indicated in this RFP. The government reserves the right to find a proposal technically acceptable, but not accept all of the improvements provided in an offeror’s schedule. Failure to comply with the contract duration indicated will result in an UNACCEPTABLE rating.

Basis of Evaluation: The standard is met when the Offeror has provided information that indicates a clear understanding of the project requirements, major milestones, complexities, phasing and requirements for all major components of work. Schedule that does not address all items listed may be unacceptable.

Factor 3 Safety:

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

(1) Experience Modification Rate (EMR): For the **three** previous complete calendar **years 2011, 2012 and 2013**, submit your EMR (which compares your company’s annual losses in insurance claims against its policy premiums over a **three** year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the **three** previous complete calendar **years 2011, 2012 and 2013**, submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach for Safety: Describe the plan that the Offeror will implement to

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

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

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

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

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

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

Factor 4 Past Performance:

Solicitation Submittal Requirements: IF A COMPLETED CONSTRUCTION CONTRACTOR APPRAISAL SUPPORT SYSTEM (CCASS) EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CCASS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for **Factor 1 Corporate Experience**. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CCASS IS AVAILABLE.

IF A CCASS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (**Attachment C**), 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, Michael Greene, via email at michael.greene2@navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CCASS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Also include performance recognition documents received within the last five (5) *years* such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

Basis of Evaluation: This evaluation focuses on how well the Offeror performed on **relevant, recent past performance** submitted under **Factor 1 Corporate Experience** and past performance on other projects currently documented in known sources. In addition to the above, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of Contractors who are part of a partnership or joint venture identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

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.

LIST OF ATTACHMENTS

C – NAVFAC Past Performance Questionnaire

D - Construction & Design Experience Project Data Sheet

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-3	Taxpayer Identification	OCT 1998
52.204-6	Data Universal Numbering System Number	JUL 2013
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	MAY 2011
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.217-5	Evaluation Of Options	JUL 1990
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.225-18	Place of Manufacture	SEP 2006
52.232-28 Alt I	Invitation to Propose Performance-Based Payments (Mar 2000) Alternate I	MAR 2000
52.245-1	Government Property	APR 2012
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
252.215-7009	Proposal adequacy checklist	JAN 2014
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014)

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

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

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

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

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding

individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xvi) 52.225-2, Buy American 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 Certifications. This provision applies to all solicitations.

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

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

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

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

(Contracting Officer check as appropriate.)

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(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)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

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

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

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

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

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

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

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

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

- (2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.211-6 BRAND NAME OR EQUAL (AUG 1999)

- (a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.
- (b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must--
- (1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;
 - (2) Clearly identify the item by--
 - (i) Brand name, if any; and
 - (ii) Make or model number;
 - (3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
 - (4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.
- (c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

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

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

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

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a _____ contract resulting from this solicitation.

(End of provision)

52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS--SECONDARY SITE OF THE WORK (MAY 2014)

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

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

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

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

(End of provision)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
4.5	6.9

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

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

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

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is [Naval Submarine Base New London in Groton, CT].

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

(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)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

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

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

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

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

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (AUG 2014)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

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

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

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

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

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

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

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

___ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <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 FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ____ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

5252.211-9301 PHASED CONSTRUCTION SCHEDULE (SEP 1996)

Within the overall project schedule, commence and complete the work in phases. Complete each phase of the work within the number of calendar days stated in the following schedule.

- a. Schedule start day: The day designated as the beginning of a particular phase; the number listed is the number of calendar days from the award of contract.
- b. Completion day: The day designated as the beginning of a particular phase; the number listed is the number of calendar days from the award of contract.
- c. Schedule:

Phase	Description	Schedule Start Day	Completion Day
A			
B			
C	Completion of Remaining		

(Contracting Officer insert start and completion day for each phase. The completion day of the last phase must be the same number as indicated in FAR 52.211-10, Commencement, Prosecution and Completion of Work).

- d. The work of a particular phase is complete and accepted before the scheduled completion day, immediately begin work on the subsequent phase unless otherwise restricted.

5252.214-9301 NOTICE TO BIDDERS (JUN 1994)

- (a) Under the bidding items furnished on Standard Form 1442 (Solicitation, Offer, and Award) the bidder shall state prices for each basis for bid given hereinafter: (check if applicable)

(i) Base Bid Item 0001 shall be the entire work complete in accordance with the drawings and specifications, but not including work indicated or specified to be provided under any of the other bid items.

(ii) Additive Bid Items shall be for the work identified in and not included in any other bid item.

BIDS MUST BE SUBMITTED ON ALL ITEMS. FAILURE TO PROPOSE ON ALL ITEMS MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

(b) All hand delivered bids must be deposited in the bid box at the office of prior to the time and date set for bid opening. Any bids submitted by hand 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.

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
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
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
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984
52.211-12	Liquidated Damages--Construction	SEP 2000
52.211-14	Notice Of Priority Rating For National Defense, Emergency Preparedness, and Energy Program Use	APR 2008
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
52.215-2 Alt III	Audit and Records--Negotiation (Oct 2010) Alternate III	JUN 1999
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7 Alt I	Allowable Cost and Payment (Jun 2013) - Alternate I	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	MAY 2014
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	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	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
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
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-11	Buy American--Construction Materials Under Trade Agreements	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-1	Bid Guarantee	SEP 1996
52.228-11	Pledges Of Assets	JAN 2012
52.228-14	Irrevocable Letter of Credit	MAY 2014
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-29	Terms for Financing of Purchases of Commercial Items	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.236-27	Site Visit (Construction)	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.246-12	Inspection of Construction	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998

52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
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
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-0002	Line Item Specific: Sequential ACRN Order	SEP 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding of unclassified controlled technical information	NOV 2013
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 2014
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7048	Export-Controlled Items	JUN 2013
252.231-7000	Supplemental Cost Principles	DEC 1991
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013
5252.242-9305	Pre-Performance Conference	JUL 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-2 SECURITY REQUIREMENTS (AUG 1996) - ALTERNATE I (APR 1984)

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.
- (e) If a change in security requirements, as provided in paragraphs (b) and (c), results (1) in a change in the security classification of this contract or any of its elements from an unclassified status or a lower classification to a higher classification, or (2) in more restrictive area controls than previously required, the Contractor shall exert every

reasonable effort compatible with the Contractor's established policies to continue the performance of work under the contract in compliance with the change in security classification or requirements. If, despite reasonable efforts, the Contractor determines that the continuation of work under this contract is not practicable because of the change in security classification or requirements, the Contractor shall notify the Contracting Officer in writing. Until resolution of the problem is made by the Contracting Officer, the Contractor shall continue safeguarding all classified material as required by this contract.

(f) After receiving the written notification, the Contracting Officer shall explore the circumstances surrounding the proposed change in security classification or requirements, and shall endeavor to work out a mutually satisfactory method whereby the Contractor can continue performance of the work under this contract.

e. If, 15 days after receipt by the Contracting Officer of the notification of the Contractor's stated inability to proceed, (1) the application to this contract of the change in security classification or requirements has not been withdrawn, or (2) a mutually satisfactory method for continuing performance of work under this contract has not been agreed upon, the Contractor may request the Contracting Officer to terminate the contract in whole or in part. The Contracting Officer shall terminate the contract in whole or in part, as may be appropriate, and the termination shall be deemed a termination under the terms of the Termination for the Convenience of the Government clause.

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

5252.228-9302 BID GUARANTEE (OCT 2004)

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

5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

Within _____ days of 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.

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

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

5252.236-9301 SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA (OCT 2004)

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

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

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

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

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

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

5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

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

5252.236-9305 AVAILABILITY OF UTILITIES (JUN 1994)

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

Electric - Water - Compressed Air

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

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

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

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

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

5252.236-9310 RECORD DRAWINGS (Oct 2004)

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

5252.236-9310 Record Drawings ALT II (OCT 2004)

As prescribed in 36.5100(g)(1), when a Design-Built contract is used replace with the following:

“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.”

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

X 1. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X 2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or delivery orders.

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

Section 00800 - Special Contract Requirements

DAVIS BACON WAGE DETERMINATION

General Decision Number: CT140024 07/25/2014 CT24

Superseded General Decision Number: CT20130024

State: Connecticut

Construction Type: Building

County: New London County in Connecticut.

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

Modification Number Publication Date

0	01/03/2014
1	01/31/2014
2	02/21/2014
3	04/11/2014
4	05/23/2014
5	05/30/2014
6	06/27/2014
7	07/04/2014
8	07/11/2014
9	07/25/2014

BOIL0237-001 01/01/2013
 Rates Fringes

BOILERMAKER.....\$ 35.24 25.01

BRCT0001-008 12/30/2013
 Rates Fringes

TILE SETTER.....\$ 33.05 23.28

BRCT0001-013 12/30/2013
 Rates Fringes

BRICKLAYER.....\$ 32.50 27.46

PAID HOLIDAY: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked on that day in addition to holiday pay.

BRCT0001-014 12/30/2013
 Rates Fringes

CEMENT MASON/CONCRETE
 FINISHER (Including Caulking)....\$ 32.50 27.46

PAID HOLIDAY: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly

scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked on that day in addition to holiday pay.

 BRCT0001-016 12/30/2013
 Rates Fringes

TILE FINISHER.....\$ 25.95 19.82

 BRCT0001-021 12/30/2013
 Rates Fringes

PLASTERER.....\$ 32.50 27.46

 CARP0024-012 05/05/2014
 Rates Fringes

CARPENTER (Including Drywall
 Hanging, Acoustical Ceiling
 Installation, Soft
 Floor/Carpet Laying, Metal
 Stud Installation, Form Work
 and Scaffold Building).....\$ 31.00 22.50

 CARP0024-013 05/05/2014
 Rates Fringes

MILLWRIGHT.....\$ 31.60 22.75

 ELEC0035-010 06/01/2014

Bozrah, Colchester, Franklin, Griswold, Lebanon, Ledyard,
 Lisbon, Montville, North Stonington, Norwich, Preston, Salem,
 Sprague, Stonington and Voluntown
 Rates Fringes

ELECTRICIAN (Including Low
 Voltage Wiring).....\$ 38.10 23.86

 ELEC0090-009 06/01/2014

East Lyme, Groton, New London, Old Lyme, Waterford, plus the
 part of Ledyard wherein the property of the Submarine Base is
 located

 Rates Fringes

ELECTRICIAN (Including Low
 Voltage Wiring).....\$ 37.05 24.37

 ELEV0091-001 01/01/2014
 Rates Fringes

ELEVATOR MECHANIC.....\$ 47.15 26.785

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

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

 ENGI0478-013 04/06/2014

 Rates Fringes

POWER EQUIPMENT OPERATOR:

Asphalt Paver.....	\$ 34.76	22.30
Asphalt Roller.....	\$ 34.11	22.30
Backhoe/Excavator 2 cubic yards and over.....	\$ 36.48	22.30
Backhoe/Excavator under 2 cubic yards; Grader/Blade; Rubber Tire		
Backhoe/Excavator.....	\$ 35.74	22.30
Bobcat/Skid Loader; Forklift.....	\$ 33.28	22.30
Bulldozer (Rough Grade Dozer).....	\$ 34.45	22.30
Bulldozer Fine Grade(includes slopes, shaping, laser or gps).....	\$ 35.74	22.30
Concrete Pump.....	\$ 34.76	22.30
Crane handling or erecting structural steel or stone...	\$ 36.80	22.30
Cranes (100 ton capacity & over).....	\$ 36.48	22.30
Cranes (under 100 ton rated capacity).....	\$ 35.74	22.30
Earth Roller.....	\$ 31.24	22.30
Front End Loader (3 cubic yards up to 7 cubic yards)..	\$ 34.45	22.30
Front End Loader (7 cubic yards or over).....	\$ 36.80	22.30
Front End Loader (under 3 cubic yards).....	\$ 33.28	22.30
Mechanic.....	\$ 33.71	22.30
Oiler.....	\$ 28.40	22.30
Vibratory Hammer.....	\$ 31.24	22.30

PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

- Crane with boom, including jib, 150 feet - \$1.50 extra.
- Crane with boom, including jib, 200 feet- \$2.50 extra.
- Crane with boom, including jib, 250 feet - \$5.00 extra.
- Crane with boom, including jib, 300 feet - \$7.00 extra.
- Crane with boom, including jib, 400 feet - \$10.00 extra.

All Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$1.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone, hoisting engineer(2 drums or over)
- 2) Cranes(100 ton rated capacity and over) Bauer Drill/Caisson
- 3) Cranes(under 100 ton rated capacity)

IRON0015-006 06/30/2014

Rates Fringes

IRONWORKER, ORNAMENTAL,
REINFORCING AND STRUCTURAL.....\$ 34.47 29.74

PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

LABO0056-014 04/06/2014

Rates Fringes

LABORER
Common/General Laborer.....\$ 27.05 17.80
Mason Tender
(Brick/Concrete/Cement).....\$ 27.55 17.80
Plaster Tender.....\$ 27.30 17.80

PAIN0011-012 06/01/2014

Rates Fringes

GLAZIER.....\$ 34.58 18.55

a. PAID HOLIDAYS: Labor Day and Christmas Day.

PAIN0011-019 06/01/2014

Rates Fringes

PAINTER
Brush and Roller.....\$ 31.02 18.55
Drywall Finishing/Taping....\$ 31.77 18.55
Paperhanger.....\$ 31.52 18.55
Spray.....\$ 34.02 18.55

* PLUM0777-006 06/01/2014

Rates Fringes

PIPEFITTER (Including HVAC

Pipe Installation).....\$ 40.31 26.82

 * PLUM0777-007 06/01/2014

 Rates Fringes

PLUMBER (Excluding HVAC Pipe
 Installation).....\$ 40.31 26.82

 ROOF0009-005 06/01/2014

 Rates Fringes

ROOFER

 Composition.....\$ 32.85 17.72

 Slate and Tile.....\$ 33.35 17.72

 SFCT0669-001 07/01/2013

 Rates Fringes

SPRINKLER FITTER (Fire
 Sprinklers).....\$ 36.76 19.87

PAID HOLIDAYS: Memorial Day, July 4th, Labor Day,
 Thanksgiving Day and Christmas Day, provided the employee
 has been in the employment of a contractor 20 working days
 prior to any such paid holiday.

 SHEE0040-004 04/01/2014

 Rates Fringes

SHEETMETAL WORKER, Including
 HVAC Duct Installation.....\$ 33.87 29.35

 SUCT2009-008 04/15/2009

 Rates Fringes

ASBESTOS WORKER/HEAT & FROST
 INSULATOR.....\$ 24.25 10.76

LABORER: Airtool Operator.....\$ 17.04 6.90

LABORER: Landscape.....\$ 19.97 2.70

LABORER: Fence Erector.....\$ 20.16 6.13

LINE CONSTRUCTION: Groundman....\$ 10.00 2.17

LINE CONSTRUCTION: Lineman.....\$ 22.09 6.18

OPERATOR: Asphalt Spreader.....\$ 25.05 8.90

 WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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



END OF GENERAL DECISION