

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N40085-15-R-8719	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 12-Jun-2015	PAGE OF PAGES 1 OF 59
---	---	--	-------------------------------	--------------------------

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. ACQR3884906	6. PROJECT NO.
-----------------	--	----------------

7. ISSUED BY NAVFAC MID ATLANTIC NORTHEAST IPT 9324 VIRGINIA 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: _____
---	----------------	--

9. FOR INFORMATION CALL:	A. NAME MICHAEL GREENE	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (757) 341-0082
--------------------------	---------------------------	--

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, Construction Contract for Defense Information Systems Agency (DISA), Building 308 Essential Bus and Generator System Equipment Installation at Naval Support Activity (NSA) Mechanicsburg, Pennsylvania.

UNRESTRICTED FULL AND OPEN COMPETITION: Procurement Method is Contracting by Negotiation, Type of Contract is Firm Fixed Price and the Source Selection Process is Low est Price Technically Acceptable. PROPOSALS ARE DUE AT 2:00 PM EST July 28, 2015. 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, Bldg Z-144, 2nd Flr, Room 214, 9324 Virginia Avenue, Norfolk, VA 23511-3095.

DFAR 236.204 Disclosure of the magnitude of construction projects (BETWEEN \$10,000,000 and \$25,000,000). 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 735 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See FAR 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
--	--------------------------

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 4 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 28 Jul 2015 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

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

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

Section 00010 - Solicitation Contract Form

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
------	---------------	----------	-----------------	-----

BID SCHEDULE

DOCUMENT 00 22 13.00 20
 SUPPLEMENTARY INSTRUCTIONS TO OFFERORS
02/14

PART 1 GENERAL

1.1 CONTRACT LINE ITEMS

The terms Offeror and Bidder and versions thereof (offer/bid) have the same definition as used within this contract.

Provide the Contract Line Item (CLIN) lump sum price for the following items:

Item 0001 - BASE PRICE includes the following:

Item 0001AA: Price for the work associated with the **Equipment Installation**, in accordance with the base bid list of drawings (as defined in Section 00 01 15 LIST OF DRAWINGS) and specifications, but excluding work described in Contract Line Items (CLIN) 0001AB, 0001AC, and 0002.

Equipment Installation is defined as paralleling switchgear, load bank, unit substation, electric conductors and duct banks, concrete vaults and support pads (including excavation), ventilation for vaults, temporary power (including temporary generators, diesel fuel, and migration of existing mechanical branch circuits), and other incidental work related to Equipment Installation.

ITEM	DESCRIPTION	TOTAL PRICE FOR ITEM 0001AA
0001AA	All Equipment Installation work for Building 308 Essential Bus and generator System Upgrade (In accordance with the Base Bid List of Drawings)	\$ _____

Item 0001AB: Price for the **Repair work**, in accordance with the base bid list of drawings (as defined in Section 00 01 15 LIST OF DRAWINGS) and specifications, but excluding work described in Contract Line Item (CLIN) 0001AA, 0001AC, and 0002.

Repair work is defined as site preparation, civil/site improvements, storm sewer piping, exterior screen wall, selective building demolition, excavation for site improvements, and other incidental work related to Repair.

ITEM	DESCRIPTION	TOTAL PRICE FOR ITEM 0001AB
0001AB	All Repair work for Building 308 Essential Bus and generator System Upgrade (In accordance with the Base Bid List of Drawings)	\$ _____

Item 0001AC: Price for rock excavation and disposal complete in accordance with drawings and specifications and in accordance with the following schedule:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	NO. UNITS	TOTAL PRICE FOR ITEM 0001AC (UNIT PRICE X NO. UNITS)
0001AC	Rock Excavation and Disposal	Cubic Yards	\$ _____	750	\$ _____

Item 0002 Option 1 **Generator Upgrades** includes the following:

Price for adding work in connection with Emergency Generator Upgrade and all associated work complete in accordance with drawings and specifications. This work shall be defined as the additional work indicated in the bid option list of drawings as compared to the base bid list of drawings, as defined in Section 00 01 15 LIST OF DRAWINGS.

Item 0002AA: Price for the work associated with the **Additional Equipment Installation**, in accordance with the additional work indicated in the bid option list of drawings as compared to the base bid list of drawings (as defined in Section 00 01 15 LIST OF DRAWINGS and specifications; excluding work described in Contract Line Item (CLIN) 0001 and 0002AB).

Additional Equipment Installation is defined as diesel generators, electric conductors and duct banks, 20,000 gallon fuel storage tank, urea system, filtration systems, mechanical piping, associated concrete equipment pads, additional temporary power requirements, and other incidental work related to Additional Equipment Installation.

ITEM	DESCRIPTION	TOTAL PRICE FOR ITEM 0002AA
0002AA	Emergency Generator Upgrade Additional Equipment Installation and all associated work (additional equipment installation work in the bid option list of drawings as compared to the base bid list of drawings)	\$ _____

Item 0002AB: Price for the work associated with the **Additional Repair work**, in accordance with the additional work indicated in the bid option list of drawings as compared to the base bid list of drawings (as defined in Section 00 01 15 LIST OF DRAWINGS and specifications; excluding work described in Contract Line Item (CLIN) 0001 and 0002AA).

Additional Repair work is defined as additional site preparation, civil/site improvements, selective building demolition, excavation for site improvements, and other incidental work related to Additional Repair.

ITEM	DESCRIPTION	TOTAL PRICE FOR ITEM 0002AB

ITEM	DESCRIPTION	TOTAL PRICE FOR ITEM 0002AB
0002AB	Emergency Generator Upgrade Additional Repair work and all associated work (additional repair work in the bid option list of drawings as compared to the base bid list of drawings)	\$ _____

Bid Summary

ITEM 0001AA\$ _____

ITEM 0001AB\$ _____

ITEM 0001AC\$ _____

TOTAL ITEM 0001 BASE BID.....\$ _____

ITEM 0002AA\$ _____

ITEM 0002AB\$ _____

TOTAL ITEM 0002 OPTION 1\$ _____

GRAND TOTAL.....\$ _____

1.2 GENERAL BID NOTES

- a. Award will be made on the total sum of Contract Line Item 0001AA and 0001AB and the sum of the extensions under Contract Line Item 0001AC. For Item 0001AC, enter unit prices and extended totals in spaces provided. If there is a difference between a unit price and the extended total, the unit price will be held to be the intended bid and the total recomputed accordingly. If an Offeror provides a total but fails to enter a unit price, the total divided by the specified quantity will be held to be the intended unit price.
- b. Item 0002 / OPTION 1 may be exercised at the time of award or within 120 calendar days after the contract award. A firm fixed proposed price is required for Item 0001 and Item 0002. No provision is made for economic price adjustment. Award of Item 0002 extends the contract completion date by 165 calendar days upon award of the Option 1.
- c. 52.217-5, Evaluation of Options (JUL 1990). Except when it is determined not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the price for Item 0001 to the total price for Item 0002. In accordance with FAR 52.217-5, evaluation of Item 0001 will not obligate the Government to exercise Item 0002.
- d. 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.
- e. This solicitation contains provision 5252,228.9302 Bid Guarantee Clause and 5252,228.9305. Offerors shall provide bonding as specified within these provision/clause.

-- End of Document --

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 **July 17, 2015**. NO RFI'S WILL BE ACCEPTED AFTER 2 PM ON THE DEADLINE HEREIN.

Include the solicitation number and contract title (**Essential Bus/ Generator System**) in the subject line of the E-mail. Provide the Company's full name and address within the body of the message and submit in word format.

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
NE IPT, ATTN: Michael Greene
9324 Virginia Ave, Bldg. Z-144, 2nd Flr Room 214
Norfolk, VA 23511- 3095

Electronic submission of packages will not be accepted. Questions or comments regarding this notice may be addressed to Michael Greene either by email at michael.greene2@navy.mil or phone 757-341-0082.

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. **NCACS Badge is highly recommended for the Site Visit.**

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.

Project will perform the following facilities work in support of Defense Information Systems Agency (DISA) Equipment Installation at NAVSUPACT Mechanicsburg PA. Equipment installation includes new paralleling switchgear, new substation and extending existing primary circuits to the new substation. Build a underground concrete vault, concrete equipment supports at grade; ventilation for concrete vaults; selective building demolition of interior slab on grade and replacement of demolished items; supporting site work including excavation and disposal of soil and rock, grading, paving, screen wall modifications, other electrical connections, duct bank, conduit, bus way, and cabling as required. Temporary generators will be utilized during the construction phase.

Bid option include equipment installation replacing existing 5 generators with 4 new diesel engine generators. Replacement fuel treatment system and all required piping, connections, and equipment; replacing existing diesel fuel storage tank with new storage tank; new concrete equipment pads; and all other electrical connections, duct bank, conduit, and cabling as required.

9. SECURITY

Submit contract attachment “B DISA Mechanicsburg Visit Authorization Request (VAR) form” and allow three working days in advance for Naval Support Activity (NSA) security to complete the background check.

- a. For site access to building 308, the following restrictions are in place:

Cell phones/2-Way Pagers/I-Pads/I-Fit devices (etc.) ARE NOT allowed in Bldg 308. Additionally, PLEASE NOTE: NSA Security **WILL** run all of the Contractors through a National Crimes Information Center (NCIC) Check. The Company should ensure they weed-out any potential employee who could not pass a background check.

- b. Foreign Nationals ARE NOT permitted to perform work in building 308.

PROPOSAL REQUIREMENTS

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. 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 “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. 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.”

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

a.) **PRICE**

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

- Text pages 8 ½ x 11 format, minimum 10 point font.
- Completed SF 1442 signed with all amendments acknowledged.
- Price Proposal 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 2014 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). 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 FACTORS**

(1) Solicitation Submittal Requirements for Technical:

Technical Binder: The offeror shall submit a CD, one (1) original, marked “Original”, and four different copies, marked “Copy”, each in a separate three ring binder with the following from the 1st page:

- 8 ½ x 11 format, 12 point font.
- Limited to 100 pages – page count excludes cover page and tabs. PAGES THAT EXCEED THAT PAGE LIMITATION SHALL NOT BE EVALUATED.
- 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.

Factor 1: Corporate Experience

Solicitation Submittal Requirements: Submit a minimum of three (3) to a maximum of five (5), equipment installation, renovations, repair projects or facilities construction that best demonstrate your experience as a Prime Contractor on relevant projects that are similar in size, scope and complexity to the RFP. If the Offeror is a Joint Venture, a minimum of two (2) projects per partner must be submitted. For the purpose of this evaluation, a relevant project is further defined as:

Size: A value of \$8 million or greater.

Scope: Relevant equipment installation projects that demonstrate the following features:

- a. Projects involving phased equipment installation and utility construction while maintaining all critical system functionality for an occupied facility with continuous 24 hours, seven days a week operations.
- b. Projects involving large complex electrical equipment including high capacity generators (minimum size 1,000 KW), fuel storage tanks, paralleling switchgear, substation switchgear and other related electrical work.
- c. Projects involving underground utility concrete vaults, duct banks, equipment supports, and selective building demolition.

Complexity: The projects must collectively demonstrate all features; however, all elements do not need to be shown on each project. All projects submitted for the Offeror shall be completed within the past five (5) years of the date of issuance of this RFP.

Note: The Offeror's body of work as a whole will be reviewed to ascertain if it possess these characteristics, taken as a whole. If a project is not considered relevant, then it will also not be eligible to meet the size, scope and complexity. For all submitted projects clearly address which project characteristics from the above list are contained within the project.

A project is defined as a construction project performed under a single task order or contract as a prime contractor. 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 A) 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.

Experience of proposed subcontractors will not be considered.

Basis of Evaluation: The offeror will be evaluated to determine if they have demonstrated relevant experience with projects similar in size, scope and complexity to the RFP (as-set out herein above). In terms of rating

'relevance', projects will be reviewed for size, scope and complexity, and deemed "Relevant" or "Not Relevant". The standard will have been met when an offeror has submitted the minimum required relevant projects and demonstrated relevant experience in all three (3) of the required elements through an individual or combination of projects. Projects which do not contain relevant experience will not be evaluated and assigned a rating of "Not Relevant". Projects which are outside of the specified five (5) year period will not be evaluated and assigned a rating of "Not Relevant". Projects valued less than \$8 million are considered not relevant; project submitted in excess of the maximum (5) five projects will not be evaluated. If the Offeror is a Joint Venture, a minimum of two (2) projects per partner must be submitted. Proposals that fail to use the attached Corporate Experience Form (Attachment D) will not be evaluated.

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 the understanding of the scope, schedule and technical complexities of the project. 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 and key milestones for sequences as required to complete the construction. The schedule should indicate any deviations from the RFP, major equipment lead times, and expected time duration of temporary generators on site. The contractor shall include in the schedule the requirement to procure required clearances for the workers on Building 308 DISA facility as identified in Specification Section 01 14 00 titled Work Restrictions. 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. 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 and complexities. Coordination and phasing must demonstrate actions and methods necessary to maintain installation operations 24 hours, seven (7) days a week during all major components of work. A 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 **2012, 2013 and 2014**, submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

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

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

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.

NOTE: FAILURE TO PROVIDE THE REQUIRED INFORMATION WILL RESULT IN AN UNACCEPTABLE RATING. IF THE INFORMATION IS NOT AVAILABLE, THE OFFEROR SHALL STATE SO AND EXPLAIN WHY IT IS NOT AVAILABLE.

Factor 4: Past Performance

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

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs 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 CPARS 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 (FAPIIS), 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 the relevant projects submitted under **Factor 1 Corporate Experience** and past performance on other projects currently documented in known sources. More emphasis will be placed on more relevant projects. In addition to the above, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of Contractors who are part of a partnership or joint venture identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

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

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

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
252.215-7009	Proposal Adequacy Checklist	JAN 2014

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

(2) The small business size standard is **[\$36,500, 000]**.

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

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

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

() Paragraph (d) applies.

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

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

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

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

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

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

- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

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

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price (FFP)** contract resulting from this solicitation.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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
6.2	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. **(Mechanicsburg Naval Support Activity in PA Cumberland County).**

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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 **NAVFAC Mid-Atlantic, Acquisition Director, 9324 Virginia Avenue, Norfolk VA 23511.**

(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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

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

(ii) 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.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(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) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

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

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

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

(2) The following representations or certifications in 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)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	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
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	OCT 2010
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
52.215-21	Requirements for Certified Cost or Pricing Data and Data 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
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014

52.222-37	Employment Reports on Veterans	JUL 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
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	NOV 2014
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
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
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 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
52.236-2	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
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I	APR 1984
52.236-21 Alt II	Specifications and Drawings for Construction (Feb 1997) Alternate II	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
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	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
252.203-7998 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation. (DEVIATION 2015-O0010)	FEB 2015
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 Country that is a State Sponsor of Terrorism	DEC 2014
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
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
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
5252.228-9300	Individual Sureties/Sureties	JUN 1994

CLAUSES INCORPORATED BY FULL TEXT

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

52.204-2 SECURITY REQUIREMENTS (AUG 1996) - ALTERNATE II (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) The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon the release of any employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

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

The Contractor shall be required to (a) commence work under this contract within **(15)** calendar days after notice of award (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **Base Bid 735 calendar days, additional 165 calendar days for option one.** The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **Base Bid \$4,250.00, Option One \$4,750.00** for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.225-11 BUY AMERICAN--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

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

Caribbean Basin country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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

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

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

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

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

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material

regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

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

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

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

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

Least developed country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“Free Trade Agreement country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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

WTO GPA country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

“None”

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

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

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

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

(c) Request for determination of inapplicability of the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
-----------------------------------	-----------------	----------	---------------------

Item 1:

Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....

Item 2:

Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
Include other applicable supporting information.

(End of clause)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (1) Any such clause is unenforceable against the Government.
- (2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **twelve (12%) percent** of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by **[WRA topographical survey and information gathered from record drawings boring logs from record drawings included in drawing package]**.

(b) Weather conditions (insert a summary of weather records and warnings).

(c) Transportation facilities (insert a summary of transportation facilities providing access from the site, including information about their availability and limitations).

(d) (insert other pertinent information).

(End of clause)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its

quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>
<http://www.acq.osb.mil/dpap/dfarspgi>
<http://farsite.hill.af.mil/>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/far/>
<http://www.acq.osb.mil/dpap/dfarspgi>
<http://farsite.hill.af.mil/>

(End of clause)

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

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

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

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

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

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

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

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

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

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

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

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

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

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

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

Routing Data Table*

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

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

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

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

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

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

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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.

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (ALT I)(JUN 1994)

(a) The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in

any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

(b) Some remedial action may be performed by the Architect-Engineer contractor in order to prevent continued contamination which immediately endangers population or property.

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

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

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

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

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 **2-hours**.
- (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:

XX 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.

XX 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.

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

5252.242-9305, PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within **15** days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

Section 00800 - Special Contract Requirements

ATTACHMENTS

SOLICITATION N40085-15-R-8719 LIST OF ATTACHMENTS

Attachment A – Construction & Design Experience Project Data Sheet

Attachment B – DISA Mechanicsburg Visit Authorization Request

Attachment C – Past Performance Questionnaire

Attachment E - Small Business Subcontracting Plan (**Provided to Awardee Only**)

Attachment F - Small Business Offeror Small Business Participation Breakdown (**Provided to Awardee Only**)

CONSTRUCTION & DESIGN EXPERIENCE PROJECT DATA SHEET**ATTACHMENT A**

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

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

Firm Name:

Address:

Phone Number:

DUNS Number:

Point of Contact:

Contact Phone Number:

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

Percent of project work performed:

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

3. Contract Number: Delivery/Task Order Number:

Title:

Location:

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

5. Type of work:

New Construction Renovation Repair Alteration Other (explain):

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

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

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

7. Construction Project:

Award Amount:

Final Price:

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

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

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

8. Design Project:

A/E Design Fee:

Total Construction Value:

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

Design-Build **RFP Development** **Designer of Record** **Engineering Services** **Full Plans & Specs**

Other (explain):

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

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

11. Other Information:

Attachment B
DISA Mechanicsburg Site Visit Request /
Visit Authorization Request Requirements

All individuals who are not directly assigned/attached to DISA Mechanicsburg (Mech) are considered "visitors". All visitors must be preceded with a properly coordinated Site Visit Request (SVR)/Visit Authorization Request/Letter (VAR/VAL). The SVR ensures visits to DISA Mech are expected and to verify that visitors have the proper investigation, clearance, and need-to-know.

Site Visit Requests(SVRs)/Visit Authorization Requests (VARs). A properly coordinated SVR/VAR must be on-file at the Visitor Control Center (VCC) at Bldg 308 at least **48-duty hours prior to a visitor's arrival**. This lead time is necessary to make notifications to the Installation Main Gate, verify security clearances and enter personnel into the PERSEC electronic database. Visit notifications received later than the required 48-hour advance notification will be processed as quickly as possible, but visitors may experience delays.

Visit Notifications must be sent per the instructions below via:

1. The Joint Personnel Adjudication System (JPAS) – DISA Mechanicsburg's Security Management Office (SMO) Code, "DKAWMB".
2. Facsimile at (717) 605-4015.
3. Digitally signed and encrypted electronic mail message to the Mec-Guards e-mail address group (from DISA Mech personnel only for personnel visiting from other DISA sites).

Visit Notifications cannot be signed by anyone who is on the list as a visitor requesting access. Any Visit Notification received without all the required information below will be denied.

Visitors supporting DISA Mech on a long-term basis and enter the buildings on a frequent basis (at least weekly) can have SVRs/VARs approved for up to one year.

Contractors/Vendors: VARs must be sent by the company's Facility Security Officer (FSO) or Security Representative and must be on signed company letterhead or stationary containing the company name, address and telephone number. The visit request must contain the following information:

- ... Full Name of Visitor(s)
- ... Date of Birth of Each Visitor
- ... Place of Birth for Each Visitor
- ... Citizenship of Each Visitor
- ... Full Social Security Number (SSN) for Each Visitor
- ... Security Clearance of Each Visitor
- ... Date and Duration of Proposed Visit
- ... Purpose of Visit in Sufficient Detail to Establish Need-to-Know
- ... Site Point of Contact (POC): Names of Person(s) to be Contacted and Phone Number
- ... Name of Company
- ... CAGE Code and Facility Clearance of Company (If Applicable)

Non-DISA Government Civilian/Military Personnel: Visit notification must be sent by the Government Security Manager (SM) who services the visitor(s) and cannot be signed by anyone who is on the list as a visitor requesting access. Agencies should forward visit requests via JPAS if available, or agency/department approved Visit Notification Forms such as the DLA Form 1818, NAVIMFAC PACNORWEST 5510/6 or OPNAV 5521/27. The visit request must contain the following information:

- ... Full Name of Visitor(s)
- ... Date of Birth of Each Visitor
- ... Place of Birth for Each Visitor

- ... Citizenship of Each Visitor
- ... Full Social Security Number (SSN) for Each Visitor
- ... Rank or Grade of Each Visitor
- ... Security Clearance of Each Visitor
- ... Date and Duration of Proposed Visit
- ... Purpose of Visit in Sufficient Detail to Establish Need-to-Know
- ... Site Point of Contact (POC): Names of Person(s) to be Contacted

DISA Government Civilian/Military Personnel/Contractor Permanently Assigned to Another DISA Site Who is Part of the Visiting Team: The traveler (or team lead if applicable) can request a visit notification be sent by his/her Government Security Manager (SM) via JPAS or prepare an e-mail addressed to the Mech Site Point of Contact (POC) with the information listed below:

- ... Proper Names of Each Traveler (Last Name, First Name, MI)
- ... Last Four Numbers of Social Security Number (SSN) for Each Traveler (Only the Last Four)
- ... Grade/Rank or "Contractor" and Title of Each Traveler
- ... Organization/Code of the Traveler(s)
- ... Date(s) of Visit (e.g., 26 Sep – 31 Oct 11)
- ... Mech Site POC: Names of Person(s) to be Contacted and phone number
- ... Mech Site Destination e.g., Bldg. 309
- ... Purpose of Visit in Sufficient Detail to Establish Need-to-Know
- ... Visit Classification (Unclassified, Confidential, Secret, or Top Secret)

The Mech Site POC can forward the above e-mail or complete the DISA to DISA Mechanicsburg Site Visit Request (SVR) template on Enclosure (1).

Foreign Nationals and Dual Citizenship Personnel: The visitor(s) must coordinate/arrange a Foreign Visit Request (FVR) for the DISA Mech facility through their country's embassy. The visitors can expect some of the FVR information to be requested:

- ... Purpose of DISA visit
- ... The DISA Mech facility address
- ... DISA Mech POC name and phone # (no e-mail) Note: The POC must be a U.S. civilian or military only, not a contractor, and must be knowledgeable about the visit e.g. what info shared during the visit/tour – information level of classification
- ... Date of visit (can include a range of dates)

FVRs should be submitted at least 30-days prior to the requested start date of the visit.

The DISA Mech POC must digitally sign and encrypt an electronic mail message to the DISA Mech Security Manager with the visitor(s) names and country(ies), date of visit, purpose of Mech visit with what information will be shared during the visit/tour and level of classification.

Mech Site Point of Contact (POC). Site POCs are responsible for coordinating and managing all assigned visits, to include ensuring all SVR/VAR requirements are properly coordinated and provided to the Mec-Guards at least 48-duty hours prior to the visitor(s) arrival. If a site visit includes multiple visitors from different locations, the site POC is responsible for assembling a consolidated visitors list.

All questions regarding status of SVR(s)/VAR(s) submitted to DISA DECC Mech Security office should be addressed with the DISA DECC Mech VCC, Bldg. 308 at (717) 605-4246 or DSN 430-4246.

Brian E. Earnshaw
 ITR Security Manager, CDB32
 DISA DECC Mechanicsburg

DISA TO DISA Mechanicsburg Site Visit Request (SVR)

	Traveler One	Traveler Two	Traveler Three	Traveler Four	Traveler Five	Traveler Five
Proper Name of Traveler:						
Last Four SSN:						
Grade/Rank or "Contractor":						
Traveler's Title:						
Traveler's Organization/ Code:						
Inclusive Dates of Visit:						
Mech Bldg. Destination:						
Mech POC Name:						
Mech POC Phone Number:						
Classification of Visit:						
Purpose of Visit:						
Prepared by:						
Date:						

ATTACHMENT C

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

2. Solicitations utilizing PPQs shall include the language cited below in the RFP. The current NAVFAC Form PPQ-0 dated 7 December 2011 is available at <https://portal.navy.mil/portal/page/portal/aq/pdffiles/ppq%20rev%20dec%202011.doc>

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

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs 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 CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.”

ATTACHMENT C

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

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

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

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

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

3. Contract Information

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

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

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

4. Project Description:

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

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name:
Title:
Phone Number:
Email Address:

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

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

8. Client's Signature:

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

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

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

Contractor Information (Firm Name): _____

Client Information (Name): _____

TO BE COMPLETED BY CLIENT

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

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

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

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

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

WAGE DETERMINATIONS

General Decision Number: PA150109 06/05/2015 PA109

Superseded General Decision Number: PA20140109

State: Pennsylvania

Construction Type: Building

County: Cumberland County in Pennsylvania.

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

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

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	02/13/2015
3	03/06/2015
4	04/03/2015
5	05/01/2015
6	06/05/2015

ASBE0023-008 07/01/2014

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
 INSULATOR (MECHANICAL- Duct,
 Pipe & Mechanical System
 Insulation).....\$ 31.90 23.81

BOIL0013-008 04/01/2013

Rates Fringes

BOILERMAKER.....\$ 38.54 31.09

BRPA0005-062 05/01/2014

Rates Fringes

BRICKLAYER (Including
 Pointing, Caulking, and
 Cleaning).....\$ 31.08 13.61

CARP0287-016 06/01/2014

Rates Fringes

CARPENTER (Drywall Hanging,
Metal Stud Installation, Form

Work and Scaffold Building
Only).....\$ 27.57 14.28

CARP2237-001 05/01/2014

	Rates	Fringes
MILLWRIGHT.....	\$ 33.17	16.08

* ELEC0143-010 06/01/2015

	Rates	Fringes
ELECTRICIAN (Includes Alarm Installation, Installation of Sound and Communication Systems, HVAC/Temperature Controls Installation, and Low Voltage Wiring).....	\$ 29.50	21.06

ELEV0059-004 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 42.20	28.385

FOOTNOTES:

A. Employer contributes 8% of basic hourly rate for 5 years or more of service as vacation pay credit, and 6% of basic hourly rate for less than 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

ENGI0066-044 07/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Mechanic.....	\$ 28.37	15.66
Pump.....	\$ 25.20	15.66

ENGI0542-032 09/08/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Crane.....	\$ 32.70	22.41
Hoist (Single Drum),		

Forklift (under 20 ft., excludes masonry work).....	\$ 29.49	21.47
Hoist (With Two Towers), Forklift (20 ft and over, excludes masonry work).....	\$ 32.41	22.33
Oiler.....	\$ 27.02	20.75

IRON0404-014 07/01/2014

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 30.02	27.63

LABO1180-015 05/01/2015

	Rates	Fringes
LABORER		
Concrete Worker.....	\$ 20.21	11.99
Forklift (Masonry Work Only).....	\$ 25.06	11.99
Mason Tender- Brick.....	\$ 23.56	11.99

PAIN0411-005 05/01/2014

	Rates	Fringes
PAINTER (Brush and Roller Only).....	\$ 25.35	12.42

PLUM0520-013 05/01/2014

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation).....	\$ 33.97	21.99

PLUM0520-015 05/01/2014

	Rates	Fringes
PLUMBER (Excludes HVAC Unit Installation).....	\$ 33.97	21.99

SFPA0669-004 01/01/2015

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.36	20.37

* SHEE0019-017 06/01/2015

	Rates	Fringes
--	-------	---------

SHEET METAL WORKER (HVAC Duct
Installation Only).....\$ 32.64 31.92

FOOTNOTE: Paid Holiday: Election Day

* UAVG-PA-0016 08/20/2014

	Rates	Fringes
OPERATOR: Bulldozer.....	\$ 37.85	22.72

SUPA2011-043 08/20/2014

	Rates	Fringes
CARPENTER, Excludes Drywall Hanging and Metal Stud Installation, Form Work, and Scaffold Building.....	\$ 25.71	10.62
CEMENT MASON/CONCRETE FINISHER...\$	24.10	15.60
FLOOR LAYER: Carpet Only.....\$	25.71	12.02
GLAZIER.....\$	25.05	8.58
IRONWORKER, REINFORCING.....\$	27.42	22.45
IRONWORKER, STRUCTURAL.....\$	25.96	21.20
LABORER: Common/General, Including Landscaping.....\$	20.16	8.91
LABORER: Mason Tender - Cement/Concrete.....\$	21.99	8.28
OPERATOR: Backhoe/Excavator/Trackhoe.....\$	36.16	16.15
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$	26.41	16.58
OPERATOR: Drill.....\$	27.43	16.94
OPERATOR: Gradall.....\$	32.70	18.43
OPERATOR: Grader/Blade.....\$	32.51	17.98
OPERATOR: Hydro Mulch.....\$	26.41	16.58
OPERATOR: Loader.....\$	27.05	14.52
OPERATOR: Paver (Asphalt,		

Aggregate, and Concrete).....\$ 30.39	15.05
PAINTER: Spray Only.....\$ 27.89	13.53
PLUMBER (HVAC Unit Installation Only).....\$ 26.67	15.99
ROOFER, Excludes Waterproofing...\$ 31.00	22.10
ROOFER: Waterproofing Only.....\$ 28.60	18.02
SHEET METAL WORKER, Excludes HVAC Duct Installation.....\$ 28.98	27.03
TILE FINISHER.....\$ 20.70	8.51
TILE SETTER.....\$ 24.30	11.79
TRUCK DRIVER: Dump Truck.....\$ 20.86	4.84

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

=====

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION