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|---|-------------------------------|--|--|-----------------------|--------------------------------------|---------------|
| REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i> | | THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE | | | PAGE 1 OF 50 PAGES | |
| 1. REQUEST NO. N40085-16-Q-9331 | 2. DATE ISSUED 04-Mar-2016 | 3. REQUISITION/PURCHASE REQUEST NO. | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 | RATING | | |
| 5a. ISSUED BY NAVFAC MID ATLANTIC PWD MAINE - FEAD PORTSMOUTH PORTSMOUTH NAVAL SHIPYARD BLDG 59 PORTSMOUTH NH 03801-2032 | | | 6. DELIVER BY (Date) SEE SCHEDULE | | | |
| 5b. FOR INFORMATION CALL: (Name and Telephone no.)(No collect calls) JOHN E. LINDBLOM 207-438-4612 | | | 7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule) | | | |
| 8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE | | | 9. DESTINATION (Consignee and address, including ZIP Code) SEE SCHEDULE | | | |
| 10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 05-Apr-2016 | | | | | | |
| IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quote. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter. | | | | | | |
| 11. SCHEDULE (Include applicable Federal, State, and local taxes) | | | | | | |
| ITEM NO. (a) | SUPPLIES/ SERVICES (b) | | QUANTITY (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) |
| SEE SCHEDULE | | | | | | |
| 12. DISCOUNT FOR PROMPT PAYMENT | | a. 10 CALENDAR DAYS % | b. 20 CALENDAR DAYS % | c. 30 CALENDAR DAYS % | d. CALENDAR DAYS No. % | |
| NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached. | | | | | | |
| 13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code) | | | 14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION | | 15. DATE OF QUOTATION | |
| | | | 16. NAME AND TITLE OF SIGNER (Type or print) | | TELEPHONE NO. (Include area code) | |

Section A - Solicitation/Contract Form

QUOTE PRICING

All Quote pricing shall be valid for 120 calendars from quote submission date.

"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."

SUPPLEMENTAL INSTRUCTIONS
SUPPLEMENTAL INSTRUCTIONS

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE QUOTE:

a. Standard Form 18 Request For Quotations, filled out and signed by the offeror (Acknowledgements of any Amendments issued). You are requested to provide a quote that, as a minimum, will include a detailed breakdown sufficient to permit a comprehensive review and evaluation of all labor, material, and equipment costs.

1. **SUMMARY** The following paragraphs are supplemental instructions /information for Offerors.

2. **PRIMARY POINT OF CONTACT** The pre-award point of contact for this project-award is John Lindblom at Tel. # (207) 438-4612. Please forward any questions regarding this project in writing to John Lindblom and courtesy copy Matt Thomsen, email addresses: john.lindblom@navy.mil and matt.j.thomsen@navy.mil.

3. CHANGES TO SOLICITATION

ALL DOCUMENTS (Amendments) ASSOCIATED WITH THIS REQUEST FOR QUOTE (RFQ) 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 RFQ, drawings, and specification etc. via E-mail to the Contract Specialist (primary and secondary POC) for this RFQ using the following addresses: john.lindblom@navy.mil and matt.j.thomsen@navy.mil.

ALL REQUESTS FOR INFORMATION (RFI) MUST BE SUBMITTED NO LATER THAN TEN DAYS PRIOR TO PROPOSAL DUE DATE. NO RFI'S WILL BE ACCEPTED AFTER 2 PM ON THE DEADLINE HEREIN. Include the solicitation number and contract title in the subject line of the E-mail and the Company's full name and address within the body of the message and submit in word format.

If sending a question(s) via E-mail, include the solicitation number and contract title in the subject line of the Email.

5. MINIMUM INSURANCE REQUIREMENTS:

- a. The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance coverage (also refer to FAR 52.228-5):
1. Comprehensive General Liability: \$500,000 per occurrence.
 2. Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage.
 3. Workmen's Compensation: As required by Federal and State workers' compensation and occupational disease laws.

4. Employer's Liability Coverage: \$100,000 except in states where workers compensation may not be written by private carriers.
5. Others as required by State of Maine.

b. 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, N40085-16-Q-9331 is to be performed, and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

c. The Contractor agrees to insert the substance of this clause, including this paragraph (c), in all subcontracts hereunder.

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 QUOTE

Standard Form 18, "Request for Quotations" shall be observed in the preparation of quotes. Offerors shall affix their names and return addresses in the upper left corner of the Quote envelope. Envelopes containing quotes must be sealed. The outermost envelope or wrapper of all quote packages should clearly identify the solicitation number.

All quotes mailed in should be sent to the following address:

NAVFAC MID-ATLANTIC
PWD MAINE- FEAD PORTSMOUTH
BUILDING 59, PORTSMOUTH NAVAL SHIPYARD
PORTSMOUTH, NH 03804-5000

All quotes hand delivered will be dropped off at the quote box at PWD MAINE-FEAD PORTSMOUTH, ACQUISITION BRANCH OFFICE, Bldg 59 on the first floor and is clearly marked "Quote Box". Access to the "Quote Box" is only on working days between the hours of 7:30 AM and 4:00 PM Eastern Standard Time. The term "working days" excludes weekends and Federal holidays. Hand-carried quotes must be deposited by a representative or an agent of the offeror in the "quote box" at the above address prior to the time and date set for receipt.

Quotes tendered by a commercial carrier (e.g., Federal Express, United Parcel Service, Purolator Courier, etc.) are considered hand-carried quotes. Offerors are responsible for ensuring these quotes are deposited directly in the quote, by whoever delivers that proposal on the Offeror's behalf, prior to the quote receipt time. The government will not deposit hand-carried proposals in the quote box nor acknowledge receipt of such from commercial carriers or the offeror itself. An offeror's failure to timely deposit its hand-carried quote in the quote box shall render the quote late. Note: Some Commercial Carriers use a Kittery, Maine (ME) address for Portsmouth Naval Shipyard. Be sure to check with your specific carrier regarding proper address and delivery of packages to Portsmouth Naval Shipyard.

If commercial carriers are used, the offeror is responsible for ensuring carrier personnel are given correct quote deposit instructions.

Mailed proposals shall be sent to the address identified in Block 5 of the Standard Form 18, "Request For Quotations".

NOTE: PRINT AND PASTE THE LABEL PROVIDED AT THE END OF THIS SECTION ENTITLED "QUOTE ENCLOSED", ON THE OUTERMOST ENVELOPE IN WHICH YOUR QUOTE IS DELIVERED AND PROVIDE THE REQUIRED INFORMATION (I.E., SOLICITATION NUMBER AND DATE AND TIME OF QUOTE RECEIPT.) ALTERNATIVE LABELING IS AUTHORIZED AS LONG AS IT CONTAINS INFORMATION INCLUDED ABOVE.

QUOTE
ENCLOSED

SOLICITATION NUMBER: N40085-16-Q-9331

DATE: _____ TIME: _____

7. SITE VISIT INFORMATION

Refer to FAR 52.236-27, Alt 1 for Site Visit

1. Date and Time – Tuesday, 15 Mar 2016; 0900 EST.
2. Location: Charlestown Navy Yard, Boston, MA (USS Constitution)
3. Pre site Visit Requirements: All offerors who wish to attend the site visit must provide names of individual's attending. Please see attached Vehicle Request Form (Temp Parking Application) if contractor plans on driving on shipyard. Visitor and vehicle requests must be received no later than Friday 11 March 2016, via email to john.lindblom@navy.mil and matthew.j.thomsen@navy.mil.
4. All visitors should be prepared to show valid photo identification to enter.
5. **All personnel attending site visit are required to bring Personal Protective Equipment to include helmet, vest, and safety boots at a minimum. Those not in compliance will not be granted access.**

Only one site visit will be held.

8. WAWF INVOICE PROCESSING

This contractor will utilize electronic invoice processing. Refer to DFAR Clause 252.232-7006 and DFAR 252.232-7003 for further information.

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001 | Diesel Fuel Tank and Concrete FFP The contractor shall supply all the labor, materials, transportation, supervision and equipment in order to remove existing fuel tank, construct concrete pad, and install new 500 Gallon diesel tank in accordance with scope of work. FOB: Destination | 1 | Each | | |

NET AMT

Section C - Descriptions and Specifications

STATEMENT OF WORK

eProjects #: 1388960

Point of Contact: Mike Melvin, (207)-438-1049 References:

- (1) API RP540 (Latest Revision)
- (2) API RP2003 (Latest Revision)
- (3) API STD 2000 (Latest Revision)
- (4) IEEE 142 (Latest Revision)
- (5) IEEE 1100 (Latest Revision)
- (6) NFPA 30 (Latest Revision)
- (7) NFPA 30A (Latest Revision)
- (8) NFPA 70 (Latest Revision)
- (9) NFPA 70E (Latest Revision)
- (10) NFPA 704 (Latest Revision)
- (11) NFPA 780 (Latest Revision)
- (12) PEI RP200 (Latest Revision)
- (13) STI RP912 (Latest Revision)
- (14) STI SP001 (Latest Revision)
- (15) UL 142 (Latest Revision)
- (16) UL 2085 (Latest Revision)

1.0 SCOPE OF WORK:

- 1.1 The contractor is responsible for removal and proper disposal of the existing fuel storage tank. Prior to removal, the contractor shall remove the contents of the tank and clean it sufficiently to obtain a gas free certification. The contractor shall coordinate with PWD-ME Environmental (Matt Thyng, [207-438-6618]) to properly dispose of the waste products from the cleaning process.
- 1.2 The contractor shall construct a new concrete pad to support the new tank meeting the following requirements:

- ... The pad shall be 12” thick with two layers of #5 rebar spaced 12” on center.
- ... The pad shall be constructed of sufficient strength and size to support the new tank when filled to capacity with diesel fuel, in accordance with the tank manufacturer’s instructions and STI R912.
- ... The entirety of the tank and its appurtenances shall be contained within the footprint of the new concrete pad. It is estimated that pad will have to be approximately 8’x7’, based on the listed dimensions of commercially available UL2085 tanks.
- ... The pad shall be constructed to resist the effects of frost and winter conditions.
- ... The pad shall be located in the approximate location of the existing tank, but shall position the tank no less than 5 feet from the nearest portion of Building 24. No portion of the pad, tank, its appurtenances, or its protective bollards shall protrude into the planes of access to the garage door adjacent to the existing tank.
- ... The new pad shall extend above the existing grade 1”-2” to ensure that water runs off of the pad to the existing grade.

1.3 The contractor shall replace the existing tank with a new 500 Gallon double-walled steel horizontal cylindrical aboveground storage tank to be set on the new concrete pad. The tank shall:

Be installed in accordance with STI RP912, STI SP001, PEI RP200, NFPA 30A, and all manufacturer’s instructions & recommendations and requires manufacturer stamp.

- ... Be compatible with diesel fuel.
- ... Fit on the new concrete pad, including the side mounted pump.
- ... Be protected by bollards (guard posts) constructed, installed, and located in accordance with the guidelines of NFPA 30A. Note that per the request of the customer, the bollards shall not be located in the striped “Crane Clearance Zones” running parallel to the portal crane tracks.
- ... Contain accessories with factory applied coating systems. All exposed steel surfaces shall be painted. Do not paint stainless steel surfaces or equipment/components provided with a complete factory coating.
- ... Be tested in accordance with the standards listed above, prior to being filled and being placed into active service (including hydrostatic leak testing in accordance with STI R912 & tank manufacturer’s test procedures).

Tank:

- ... The tank shall be constructed and listed in accordance with UL 2085 for Insulated Secondary Containment Aboveground Tanks for Flammable and Combustible Liquids, Protected Type. The tank shall incorporate a steel inner tank and a steel outer tank with a common interstitial space.

- ... The tank shall consist of a primary compartment constructed and listed in accordance with UL 2085 standards. The primary compartments shall be factory pressure tested to UL 2085 standards.
- ... The secondary leak containment tank shall be listed according to UL 2085 insulated secondary aboveground tanks for flammable and combustible liquids, protected type. Tank shall contain interstitial containment which is both pressure testable and verifiable for integrity testing purposes. Secondary tank shall be tested liquid tight at the factory.
- ... The tank shall contain factory applied interior & exterior coating systems. The exterior surface shall provide resistance to corrosive environments.
- ... The tank shall be provided with a minimum 10 year warranty.
- ... The tank shall be labeled in accordance with NFPA 704 and all applicable codes. "Hazard diamonds" shall be provided on all four sides of the tank. Mark tanks with easily discernible numbers and letters indicating the following in addition to the requirements stated in MIL-STD-161: Tank number, "NO SMOKING" (on all four sides of the tank), "Diesel Fuel," and "Confined Space" on Roof Manhole Hatch (if applicable). It is recommended that decals be used in lieu of painting the above information on the tank.
- ... The fill port shall be labelled "Diesel Only."
- ... All tank penetrations shall be from the top of the tank, with the exception of drain ports for the interstitial space. Ports shall be provided above the lowest point of the primary tank and of interstitial space to allow for a pop-up leak detector to be installed.
- ... The tank shall have provisions for removing accumulated water from each compartment (including the interstitial space). The bottom of the tank compartments shall be constructed to channel water towards the drain provisions / ports.
- ... The tank shall be supported a minimum of 12" above the concrete pad, to allow for external inspections of the bottom of the tank.

Piping and Fittings:

- ... Permanent piping and fittings shall be steel and installed using suitable thread sealant material impervious to hydrocarbons.
- ... Means shall be provided to prevent siphon flow of fuel out of the tank. This may require providing an anti-siphon valve.
- ... A pop-up interstitial space leak detector shall be provided and installed on a port above the lowest portion of the interstitial space.

Venting:

- ... Normal and emergency vents shall be provided for the primary tank and an emergency vent shall be provided for the interstitial space. Vent sizing shall be in accordance with NFPA 30, UL 2085, and API STD 2000. Provide pressure vacuum vents in lieu of open vents.

- ... The primary tank normal vent shall be a combination vent / overfill protection whistle. The whistle shall go silent when the tank reaches 90% of full capacity.

Fill Port:

- ... The tank shall have a fill port located on the top of the tank.
- ... The fill port shall be housed in an overfill protection box, capable of containing 5 gallons of spilled fuel. The box shall have a cover and latch to prevent the collection of rain water and other contaminants. The fill box shall also have a drain port to allow the complete removal of spilled fuel from the fill box.
- ... Means shall be provided automatically stop fuel flow into the tank when the fill level reaches 95%. This shall not interfere with the operation of the either the normal vent or the emergency vent.

Level Indication:

- ... Provide a mechanically actuated analog tank level gauge with a gauge face large enough to be read easily from the fill port and ground level. The gauge should be installed so that it is not in close proximity to the tank wall, thereby preventing the gauge's float or float mechanism from making contact with the tank wall through the range of its travel.

Dispensing Fuel:

- ... The complete system shall incorporate a mounted fuel dispensing unit with UL labeled suction pump and all necessary accessories for operation. The dispensing nozzle shall be of the automatic shutoff type, and the hose length shall prevent the hose from extending beyond the bollards with the pump in its saddle. Provide valves to prevent gravity discharge flow when the dispenser is not in use. Provide emergency break-away hose connections at each fuel dispenser in accordance with NFPA 30A.
- ... The dispensing system shall be capable of pumping 15 gallons of fuel per minute.

Fire Extinguisher with an Outdoor Enclosure:

- ... The contractor shall provide a charged 10 lb. 80 Class B:C Fire Extinguisher
- ... The contractor shall provide an all-weather fire extinguisher enclosure compatible with a 10 lb. 80 Class B:C fire extinguisher and intended for outdoor installation. The enclosure shall be mounted to the wall of the Forge shop facing the tank, in close proximity to the E-Stop button, but not in a manner that will obstruct the visibility of the E-Stop button from the tank. When mounted, the bottom of the enclosure shall be 36" from the ground.

1.4 TEMPORARY FUEL DISPENSING:

The contractor shall provide means to store diesel and an electric pump to dispense the fuel. The tank / dispenser assembly shall be available for use by the Government from the time the existing tank is removed from service to the time the new tank is certified ready for service.

At a minimum, the temporary tank / dispenser assembly shall meet the following requirements for the duration of the time it is onsite:

- ... The tank shall be certified and configured for storage of diesel fuel (with a current STI SP001 certification).
- ... The tank shall have a 350-500 gallon capacity.
- ... The tank shall be of double-walled construction (integral secondary containment).
- ... The tank shall be UL 142 or UL 2085 listed.
- ... The tank shall be fully compliant with the latest revisions of NFPA 30A, NFPA 70, NFPA 70E, PEI RP200, and all applicable local and state requirements.
- ... The dispensing pump shall deliver 15 GPM minimum.
- ... All appurtenances necessary for dispensing fuel shall be provided.
- ... The dispenser shall be lockable to prevent unauthorized dispensing of fuel.

1.5 ELECTRICAL:

General Electrical Requirements: Construction:

- ... The electrical installation shall be performed by licensed & qualified electricians in conformity with state and local codes and the National Electric Code, NFPA 70 and NFPA70E, Standard for Electrical Safety Requirements for Employee Workplaces, and NECA 1-2006, Standard for Good Workmanship in Electrical Construction.
- ... The installation shall account for conditional of use of EMT vs. RMC, as indicated, and only in accordance with NFPA70.

Materials and Fasteners:

- ... UL Listing for the intended purpose is required for any material categories where UL listings are available.
- ... Zinc die-cast, Zamac, and similar “pot metal” materials and components are not allowed.
- ... Fasteners shall be removable – Nails and other similar “drive in” type fasteners that cannot be unscrewed are not allowed.
 - ... Corrosion resistance –
 - ... Ferrous metals must be galvanized or zinc/cadmium plated.

- ... Stainless steel must be utilized for all exterior locations where NEMA 4X, stainless steel or PVC coated items are required.

Conductors:

- ... Copper only.
- ... THHN insulation.
- ... Minimum #12 AWG, Except Control Wiring is minimum #14 AWG
- ... #10 AWG & Larger - Stranded
- ... #12 and smaller – Stranded or Solid
- ... Color code:
 - ... > 240 V: A Brown B Orange C Yellow
 - ... 240 V & below: A Black B Red C Blue
 - ... Neutral: White
 - ... Ground: Green or bare copper
- ... Provide separate ground conductor in each feeder/circuit, in addition to bonded path in conduit/raceway.

Conduit & Raceway:

- ... Minimum ¾ “ trade size
- ... RGS – Shall be used
 - ... In all exterior locations
 - ... Where buried
 - ... Where cast into concrete
 - ... Where exposed to impact/damage from traffic, stored materials, or work processes, i.e. generally all surface mounted interior spaces in Industrial areas below 12 feet AFF and all areas that are subject to crane load traffic.
- ... EMT - May be used
 - ... In interior dry, concealed locations (not cast into concrete)
 - ... In interior exposed/surface mounted applications, e.g. in ceilings, and walls.

Connectors, Couplings, etc.:

- ... Steel, galvanized or plated.
- ... Connectors to be insulated throat.
- ... Connectors and couplings (where not threaded) - Compression Type is to be used, Set screw type is prohibited.
- ... Bushings shall be steel, with insulating insert.
- ... Conduit hubs shall be used for all exterior work.

Enclosures:

- ... Exterior Locations shall be NEMA 4X, stainless steel or cast malleable iron, galvanized.

- ... Interior Dry locations generally may be NEMA 1, except where special exposures apply or the NEC requires, e.g. interior spaces with significant dust and contaminants would require NEMA 12.

Clamps & Straps and Mounting:

- ... Use malleable iron straps on GRC.
- ... Use clamp back spacers with each strap in exterior and damp wet locations.
- ... Attach straps with screws, bolts or other threaded fasteners, do not use “snap on” conduit supports.
- ... Fasten only directly to structure, not to other conduit, pipe, ductwork, etc.
- ... Where backboards are required use SS or galvanized steel support frame.
- ... Plywood or other wooden materials shall not be used to support electrical equipment in any wet, damp or exterior location.
- ... Identification and Markings:
 - ... When adding to an existing panel the entire circuit directory shall be reprinted and reinstalled under a protective clear plastic sheet.
- ... Interior Junction Boxes
 - ... Mark circuit and voltage on cover in 1” high block lettering with indelible marker.
 - ... Identifier/name, Voltage, source and destination where applicable
 - ... e.g. JB 1, 240 V, Ckt 17 from PP-6 to EF-3.

Panels, Safety Switches, and similar enclosures:

- ... Engraved laminated plastic label.
- ... Minimum ¼” white lettering on black background.
- ... Fastened with screws, adhesive alone is not sufficient.
- ... Include Identifier/name, Voltage, and source.
- ... e.g. PP-6, 240V, 4W 3 Phase, Fed from T-2 in Room 112
- ... Provide NFPA 70E Warning labels if enclosure is not already labeled.

Emergency Electrical Disconnect (E-Stop Button):

- ... The emergency shutoff device (E-Stop Button) shall disconnect power to all dispensing devices and pumps, to all associated power, control, and signal circuits, and all other electrical equipment in the hazardous locations surrounding the fuel dispensing devices per NFPA 30A. Resetting of the emergency shutoff system shall be in accordance with NFPA 30A.
- ... The emergency shutoff devices shall be conspicuously labeled and shall be visible from the tank. The E-stop shall not be located more than 100 ft. from the tank and may not be closer than 20 ft. from the tank.
- ... The emergency shutoff device shall “maintain,” staying depressed after activation. The E-stop shall be pulled to reset the circuits it affects.
- ... The emergency shutoff device shall have a red mushroom push button for ease.
- ... The E-stop / outdoor enclosure shall be NEMA 4X compliant.

- ... The E-stop button shall be located on the side of forged shop building facing the tank.

Electrical Conduit:

- ... Electrical conduit must be run to support the installation of the E-stop button on the Forge Shop wall. Due to the historical significance of Building 24, visual impact of the conduit must be minimized. To do so, the contractor shall install / run the conduit along the outside of building. The conduit shall be run flush to the walls of building. The conduit will traverse along the walls of Building 24, using straight horizontal and vertical runs, minimizing the visual impact of the conduit to the building's exterior. The conduit shall be installed in accordance with NFPA 70 & NFPA 70E.

Grounding:

- ... Protect aboveground tanks and fuel-dispensing systems from static accumulation and discharge by grounding and bonding. Provide a grounding path for aboveground storage tank that is independent of the electrical ground. Grounding and bonding shall be in accordance with NFPA 70, NFPA 77, NFPA 780, API RP 540, API RP 2003, IEEE 142, and IEEE 1100. Provide jumpers to overcome the insulating effects of gaskets, paints, or nonmetallic components.

Power:

- ... The existing feed for the fuel tank is from Panel D inside Building 24.
- ... The existing wiring will need to be re-routed to just power the security light above the tank. The tank power shall be on its own circuit breaker. There are spare breakers in Panel D, and some of the same indoor conduit can be re-used.

Fuel Pump System Wiring:

- ... The system will run wire from the current location of the tank switch to the tank. It shall be powered from Panel D using the conduit already in place if acceptable.

1.6 Testing and Certification:

- ... The complete newly installed system shall be tested, inspected, and certified in accordance STI SP001, by an agent qualified to perform such work. Portions of the test requiring fuel to present in the system shall be conducted only after the "dry" portions of the test are completed.

2.0 BASIS OF BID:

The contractor shall provide a *firm fixed price* for each work item and reflect the value of the material, labor and equipment with a line item total by completing the attached proposal form.

3.0 GENERAL REQUIREMENTS:

The means and methods of work associated with this project shall be in accordance with the tasks specified on the enclosed contract documents and the following general requirements:

- 3.1. The project site is an operating Navy Facility. The Contractor shall coordinate work to permit Navy Operations to be performed during the course of work. Delay claims due to periodic work stoppages or changes in work sequence based on impacts from Shipyard operations will not be allowed. The Contractor may need to work weekends to ensure Shipyard operations are not impacted.
- 3.2. All work shall be fully coordinated with the Contracting Officer's Representative and PWD-ME and shall comply with all Station Regulations.
- 3.3. Contractor shall provide all supervision, labor, materials, tools, equipment, and transportation necessary to perform tasks within this project.
- 3.4. The Contractor/Excavator shall notify the local Utility One Call Service: "DIG SAFE" (1-888-344-7233) for ME, NH, VT, MA; "Call Before You Dig" (1-800-922-4455) for CT; and, "DigNET" (1-800-272-4480) for New York City and Long Island at least 14 calendar days, but no more than 30 calendar days prior to the commencement of the excavation or ground penetrating activity.
- 3.5. The Contractor shall be responsible for locating utility facilities on the property within the limits of ground penetrating activity. The contractor shall provide the services of a qualified independent utility locating company/person(s). The utility locating company shall indicate the utility type, size, and depth of all utilities within the proposed area of excavation including, but not limited to, voice/data, electrical, gas, water, sanitary sewer, and storm drainage.
- 3.6. Utilities Within and Under Concrete Slabs, Bituminous Asphalt and Other Impervious Surfaces:

Utilities located within and under concrete slabs or pier structures, bridges, parking areas, and the like, are extremely difficult to identify. Whenever contract work involves chipping, saw cutting, or core drilling through concrete, bituminous asphalt or other impervious surfaces, the Contractor shall provide the services of a third party, independent, private locating company to locate any

utilities within the limits of work. The third party, independent, private locating company shall locate utility depth by use of Ground Penetrating Radar (GPR), X- ray, bore scope, or ultrasound prior to the start of demolition and construction.

Outages to isolate utility systems must be used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the contractor from meeting this requirement.

- 3.7. The Contractor shall ensure work is conducted and completed in such a manner to allow access for emergency response vehicles during and after project execution.
- 3.8. Contractor lay down space shall be negotiated with the NAVFAC Construction Manager and the Contracting Officer. Any additional space required to complete this work must first be approved by the Contracting Officer.
- 3.9. During construction, the Contractor shall provide sediment erosion controls and dewatering controls to ensure that excavation material (i.e., debris, dust, silted or contaminated water, storm water) does not enter any drainage system.
- 3.10. Where excavation is required, the Contractor shall saw-cut and grind existing pavement in neat straight lines. Tack coat shall be applied to all saw-cut surfaces prior to repaving. Refer to details provided in attached Construction Drawings.
- 3.11. The contractor shall provide safety barriers in accordance with Section 25 *Excavation and Trenching* in the USACE EM 385-1-1 (09/2008, including latest errata and changes).
- 3.12. Excess soil must be disposed of at a licensed landfill facility. Coordinate any soil disposal with PWD-ME Environmental (Matt Thyng, (207) 438-6618) at least three weeks in advance of work start-up. Concrete and asphalt which are free of soil shall be removed from the Shipyard by the contractor.
- 3.13. The Contractor shall dispose of all removed materials in accordance with Shipyard, local, State and Federal regulations.
- 3.14. The Contractor shall be responsible for any damage to underground utilities which occur during excavation or ground penetrating work.
- 3.15. The Contractor shall restore disturbed areas surrounding limits of work to original conditions. Reuse the existing soil material, if considered suitable, to the greatest extent possible, and compact in accordance with technical specifications. Suitable backfill material shall be fine readily compressible soil or granular material, at or near optimum moisture content, and shall not contain stones larger than 3 inches, frozen lumps, chunks of clay, mineral matter, or any other objectionable material.
- 3.16. Any pavement and pavement markings removed or disturbed by the construction shall be replaced in-kind.

- 3.17. Upon completion of project work, contractor shall clean work area free of equipment, tools, materials, debris and dust.

4.0 PERIOD OF PERFORMANCE:

PERIOD OF PERFORMANCE

120 Calendar Days

- 4.1. The Contractor shall mobilize and commence work as soon as reasonably feasible after award.
- 4.2. The contractor shall not remove the existing tank from service until all materials are onsite for the installation of the new tank.
- 4.3. The contractor shall have 30 days, from the time the existing tank is removed from service, to complete the installation of the new tank. The tank shall be installed, tested, and certified, and ready for use by the end of this 30 day period.

5.0 NOTIFICATION OF COMMENCEMENT:

The Contractor shall arrange and hold a pre-construction conference with all interested parties prior to start of work. All pre-requisite submittals as listed herein in the "Submittals" paragraph shall be submitted at this pre-construction conference. The Contractor shall confirm the construction start date with the Contracting Officer Representative at least 48 hours prior to start date. Preparing and sending minutes of all meetings to the attendees are the responsibility of the Contractor.

6.0 WINTER CONSTRUCTION CONDITIONS:

This Task Order may require construction operations during winter weather. The Contractor shall include all materials, labor, equipment, and supervision required to perform the above work in cold weather conditions.

7.0 HAZARDOUS MATERIALS/EXISTING CONDITIONS:

The following hazardous materials are either known or assumed to be present within the work area based upon recent tests coordinated by PWD-ME or from review of record documents. The Contractor shall provide means and methods of work in conformance with all applicable local, State, Federal, and Shipyard Regulations pertaining to working within or near these materials.

- 7.1. Lead Paint: The contractor shall assume that the existing fuel tank is painted with paint containing lead.

8.0 CODE/REGULATORY REQUIREMENTS:

All work performed by the General Contractor shall be in accordance with the requirements specified in the local, State and Federal Codes.

9.0 ENVIRONMENTAL PROTECTION REQUIREMENTS:

9.1. This task order does not have a separate State or Federal permit.

10.0 CULTURAL AND NATURAL RESOURCE REQUIREMENTS:

The Contractor shall include the following in their means, methods, and scheduling of work:

- 10.1. In the event that archaeological resources are identified during construction, work shall stop immediately and notify the Contracting Officer and PWD-ME ENV (Lisa Joy, 207-438-6618) for further direction. Work shall not resume until directed by the Contracting Officer to proceed.
- 10.2. Coordination with the PWD-ME IR Program Manager (Matt Thyng, 207-438- 6618) is required prior to construction.
- 10.3. Proper erosion control measures shall be in place prior to construction and shall be maintained through site stabilization. Construction activities shall be conducted in accordance with Massachusetts Erosion and Sediment Control Guidelines.
- 10.4. Special attention must be paid to any/all concrete work in/around Dry Docks. Controls must be provided to ensure that concrete material (i.e., concrete debris, dust, concrete sawing waste water, wash water, curing water, and storm water in contact with curing concrete) does not enter the closed drainage systems of any Shipyard dry dock. Also, elsewhere onsite, concrete material (as stated above) should be prevented from entering any drainage structure.)

Any modifications to the proposed action must be reviewed and approved by PWD-ME ENV prior to implementation.

11.0 SITE SUPERVISION:

The Contractor shall provide a Site Superintendent. The Site Superintendent shall be present at the work location at all times work is being performed for this task order. The Site Superintendent may also serve in the role as the Quality Control manager.

12.0 SAFETY:

- 12.1. The Contractor shall be responsible for maintaining a work site compliant with EM 385-1-1 Safety and Health Requirements Manual (2008 Edition, including latest errata and changes) and all other OSHA regulations associated with the completion of the work.
- 12.2. The Contractor shall ensure all work completed under this task order meets the requirements specified in EM 385-1-1 (2008 Edition, including latest errata and changes, aka the *Consolidated EM 385-1-1*).
- 12.3. All manholes are confined spaces. Entry and construction shall meet the requirements for confined spaces in EM-385-1-1 (2008 Edition, including latest errata and changes). **All manholes shall be tested for hazardous conditions (gas freed) prior to opening.**
- 12.4. The contractor shall prepare a project specific Accident Prevention Plan (APP) and Activity Hazard Analysis (AHA) for the work.

13.0 QUALITY CONTROL:

Provide a skilled, experienced and technically qualified person to provide oversight and review of submittals, off site fabrications, if any, and all demolition and construction work on site. This person shall provide quality control, as required, and shall assure that all work complies with current industry and trade standards and the requirements established in this scope of work, on the Drawings, and in the Specifications, if any. In the event of conflict between industry and trade standards and specific requirements herein, the more restrictive standard shall govern. The Site Superintendent may serve in the role as the Quality Control manager.

14.0 MEASUREMENTS:

Contractor shall verify all measurements in the field prior to starting work. Coordinate with the Contracting Officer Representative when scheduling visits to the site prior to construction activities.

15.0 CLEANUP:

Contractor shall clean up the job site daily, and shall use his or her own equipment to clean the work area to the satisfaction of the Contracting Officer Representative.

16.0 SUBMITTALS

Provide submittals for government acceptance as listed below:

- 16.1. The following Pre-Requisite Submittals shall be submitted prior to or at time of Pre-Con as described above:
 - ... Accident Prevention Plan specific to the work.
 - ... Activity Hazard Analysis specific to the work.
 - ... Manufacturer's drawings of the tank.
 - ... Manufacturer's literature and drawings (if applicable) of all of the components to be installed (e.g. catalog cuts, data sheets)
 - ... Operational and maintenance manuals / instructions for the equipment to be installed.

- 16.2. Submittals shall accurately represent what is proposed. Provide submittals as defined herein and in the contract documents including, but not limited to:
 - ... Provide electronic submittals, in pdf format.
 - ... Utilize the NAVFAC standard transmittal form to accompany each submittal.
 - ... Each submittal must be dated and numbered.
 - ... If required, follow-up submittals of the same item shall bear a letter suffix, e.g. for original submittal 007, Re-submittal would be 007A, next, if required would be 007B, ...
 - ... Each sheet must identify the project and contractor by name
 - ... Each page must be consecutively numbered, e.g. page 1 of 4, page 2 of 4, ...
 - ... Manufacturer's Data submittals must be complete, and where variations or options exist, the submittal must clearly identify the variation selected and the options proposed.
 - ... Shop Drawings and other graphical submittals must be neat, legible, with all abbreviations and/or symbols/line types defined, dimensioned, and in sufficient detail and with sufficient views at appropriate scales provided to clearly depict what is proposed.
 - ... If contractor is proposing a variation, i.e. an item that does not meet the requirements specified, then submittal must:
 - ... Identify it as a Variation
 - ... Discuss the specific area of non-compliance
 - ... Justify the submittal, indicating why it is in the Government's interest to accept this variation as a Change.
 - ... Unless a Change has been proposed and executed, Government acceptance of any submittal does not relieve the Contractor of responsibility for compliance with all project requirements.
 - ... Items covered by submittals shall not be fabricated, delivered to the site, or incorporated into the work until the applicable submittal has been Accepted by the Government.

17.0 AVAILABILITY AND USE OF UTILITY SERVICES

The following utilities will be made available to the Contractor without charge:

- ... Electricity
- ... Potable Water

18.0 AS-BUILTS

Revise 2 sets of hard copy paper contract drawings by red-line process described herein to reflect the current as-built conditions during the prosecution of the project. The Contractor shall keep the working as-built drawings current and shall keep at least one set available on the jobsite for review at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction must be accurately and neatly recorded as they occur by means of details and notes.

19.0 PROJECT COORDINATION

Coordinate all work with the NAVFAC Construction Manager, the Contracting Officer Representative, shipyard operations, and other Contract

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|------------|------------|-----------|------------|
| 0001 | N/A | N/A | N/A | Government |

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|---------------|----------|-------------------------|-----|
| 0001 | 120 dys. ADC | 1 | N/A FOB: Destination | |

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order: N40085-16-M-9331

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

Navy Construction

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

Inspection – N45807
 Acceptance – N45807

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

Routing Data Table*

| Field Name in WAWF | Data to be entered in WAWF |
|---------------------------|----------------------------|
| Pay Official DoDAAC | N68732 |
| Issue By DoDAAC | N40085 |
| Admin DoDAAC | N40085 |
| Inspect By DoDAAC | N45807 |
| Ship To Code | N45807 |
| Ship From Code | _____ |
| Mark For Code | _____ |
| Service Approver (DoDAAC) | N45807 |
| Service Acceptor (DoDAAC) | N45807 |
| Accept at Other DoDAAC | _____ |
| LPO DoDAAC | N45807 |
| DCAA Auditor DoDAAC | _____ |
| Other DoDAAC(s) | N45807 |

(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.

james.j.murphy@navy.mil

john.lindblom@navy.mil

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

N/A

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

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------------|---|----------|
| 52.202-1 | Definitions | NOV 2013 |
| 52.204-7 | System for Award Management | JUL 2013 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations | NOV 2015 |
| 52.211-18 | Variation in Estimated Quantity | APR 1984 |
| 52.214-34 | Submission Of Offers In The English Language | APR 1991 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| 52.216-7 Alt I | Allowable Cost and Payment (Jun 2013) - Alternate I | FEB 1997 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 2014 |
| 52.222-6 | Construction Wage Rate Requirements | MAY 2014 |
| 52.222-7 | Withholding of Funds | MAY 2014 |
| 52.222-8 | Payrolls and Basic Records | MAY 2014 |
| 52.222-9 | Apprentices and Trainees | JUL 2005 |
| 52.222-10 | Compliance with Copeland Act Requirements | FEB 1988 |
| 52.222-11 | Subcontracts (Labor Standards) | MAY 2014 |
| 52.222-12 | Contract Termination-Debarment | MAY 2014 |
| 52.222-13 | Compliance With Construction Wage Rate Requirements and Related Regulations | MAY 2014 |
| 52.222-14 | Disputes Concerning Labor Standards | FEB 1988 |
| 52.222-15 | Certification of Eligibility | MAY 2014 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | APR 2015 |
| 52.222-50 | Combating Trafficking in Persons | MAR 2015 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | AUG 2011 |
| 52.227-1 | Authorization and Consent | DEC 2007 |
| 52.229-3 | Federal, State And Local Taxes | FEB 2013 |
| 52.232-5 | Payments under Fixed-Price Construction Contracts | MAY 2014 |
| 52.232-23 Alt I | Assignment of Claims (May 2014) - Alternate I | APR 1984 |
| 52.232-27 | Prompt Payment for Construction Contracts | MAY 2014 |
| 52.236-2 | Differing Site Conditions | APR 1984 |
| 52.236-3 | Site Investigation and Conditions Affecting the Work | APR 1984 |
| 52.236-5 | Material and Workmanship | APR 1984 |
| 52.236-6 | Superintendence by the Contractor | APR 1984 |
| 52.236-7 | Permits and Responsibilities | NOV 1991 |
| 52.236-8 | Other Contracts | APR 1984 |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | APR 1984 |
| 52.236-10 | Operations and Storage Areas | APR 1984 |
| 52.236-11 | Use and Possession Prior to Completion | APR 1984 |
| 52.236-12 | Cleaning Up | APR 1984 |
| 52.236-13 | Accident Prevention | NOV 1991 |
| 52.236-15 | Schedules for Construction Contracts | APR 1984 |
| 52.236-17 | Layout of Work | APR 1984 |
| 52.236-21 | Specifications and Drawings for Construction | FEB 1997 |
| 52.236-26 | Preconstruction Conference | FEB 1995 |
| 52.242-14 | Suspension of Work | APR 1984 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |

| | | |
|--------------------|---|----------|
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7008 | Compliance With Safeguarding Covered Defense Information Controls | DEC 2015 |
| 252.204-7012 (Dev) | Safeguarding Covered Defense Information and Cyber Incident Reporting | OCT 2015 |
| 252.223-7006 | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials | SEP 2014 |
| 252.225-7012 | Preference For Certain Domestic Commodities | FEB 2013 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 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 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 5252.236-9301 | SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA | OCT 2004 |
| 5252.236-9304 | Utilities for Construction and Testing | JUN 1994 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **15** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **120 calendar days after award**. The time stated for completion shall include final cleanup of the premises.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$200 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)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(iii) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (JUL 2013).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013).

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (DEC 2015).

(ix) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$30,000 or more).

(ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2016) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212) (applies to contracts of \$150,000 or more).

(v) 52.222-36, Equal Employment for Workers with Disabilities (JUL 2014) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212) (applies to contracts of \$150,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O 13627) (Applies to all solicitations and contracts).

(B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (Executive Order 13658) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(x) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xi) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR[supreg] Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xii) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States).

(xiv) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (JUL 2013) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xv) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (Applies to contracts over \$35,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer

will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236210.

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

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

(c) Representations. (1) The offeror represents as part of its offer that it [___] is, [___] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [___] is, [___] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [___] is, [___] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

(i) It [___] is, [___] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ___ --.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [___] is, [___] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ___ --.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [___] is, [___] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [___] is, [___] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [___] is, [___] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [___] is, [___] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ___ --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business

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

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

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

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

(3) For long-term contracts--

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

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

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

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

(End of clause)

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)

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

``United States" means the 50 states and the District of Columbia.

``Worker"--

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and --

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541;

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) Executive Order minimum wage rate. (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provideduplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition--

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to--

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records. (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations,

including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

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

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

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

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

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

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

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

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

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

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

Cost of components means--

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

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

Domestic construction material means--

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

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

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

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

Include other applicable supporting information.

(End of clause)

52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

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)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: **John Lindblom**

Address: **john.lindblom@navy.mil**

Telephone: **207-438-4612**

(End of provision)

52.243-4 CHANGES (JUN 2007)

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

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished property or services; or
- (4) Directing acceleration in the performance of the work.

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

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

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

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

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

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

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

(End of clause)

52.252-1 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):

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

(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):

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any FAR/DFAR (48 CFR 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) Within 10 days of receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

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

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

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

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.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|---|----------|
| 52.203-11 | Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions | SEP 2007 |
| 52.209-2 | Prohibition on Contracting with Inverted Domestic Corporations--Representation | NOV 2015 |
| 52.214-34 | Submission Of Offers In The English Language | APR 1991 |
| 52.214-35 | Submission Of Offers In U.S. Currency | APR 1991 |
| 52.222-5 | Construction Wage Rate Requirements--Secondary Site of the Work | MAY 2014 |
| 52.222-33 | Notice of Requirement for Project labor Agreement | MAY 2010 |
| 52.225-10 | Notice of Buy American Requirement--Construction Materials | MAY 2014 |
| 52.232-28 | Invitation to Propose Performance-Based Payments | MAR 2000 |
| 52.236-28 | Preparation of Proposals--Construction | OCT 1997 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (OCT 2015)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List

at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)